

AN ORDINANCE

2008-03-13-0203

APPROVING THE EXECUTION OF A CONTRACT WITH UNITED ROAD TOWING, INC. FOR OPERATION AND MAINTENANCE OF THE SAN ANTONIO POLICE DEPARTMENT'S GROWDON ROAD VEHICLE STORAGE FACILITY FOR AN INITIAL TERM OF 5 YEARS WITH AN OPTION TO RENEW FOR AN ADDITIONAL 2 YEARS.

* * * * *

WHEREAS, the San Antonio Police Department's Growdon Road Vehicle Storage Facility (VSF) staff is responsible for the impounding and releasing of all wrecked, abandoned, recovered stolen, and prisoners' vehicles, coming into custody of the Police Department. This activity includes the receipt of towed vehicles, inspection of vehicles upon impounding, storage of vehicles, notification to the owner and/or lien holder and release; and

WHEREAS, in FY 2007 the VSF stored 30,291 impounded vehicles and released 23,935 vehicles; current staffing includes three Sergeants, seven Police Officers and 22 civilians; and

WHEREAS, in an effort to streamline operations and redirect sworn and civilian staff to other duties, the idea of privatizing the VSF was considered. Based on several reviews, a decision was made to release a Request For Proposals (RFP) for the operation and maintenance of the VSF by a private firm on February 25, 2007 and three firms, United Road Towing, Inc., Gaston & Sheehan Auctioneers, Inc., and San Antonio Vehicle Storage Corp., responded; and

WHEREAS, the three proposals were evaluated based on the firms' experience, background and qualifications, proposed plans, economic terms and compliance with the City's Small Business Economic Development Advocacy Program; and

WHEREAS, the evaluation and scoring of the proposals was conducted by an ad hoc committee that included representatives from Human Resources Department, Finance Department, Police Department and the Information Technology Services Department. Based on its evaluation, the committee recommends United Road Towing, Inc., (URT) for this contract, as the highest ranked and most responsive firm; and

WHEREAS, URT is the nation's largest towing company with operating locations servicing eighteen (18) major municipalities in nine (9) states including Chicago, Las Vegas, Nashville, Hartford, Indianapolis, Phoenix, Tempe, and other cities in California, Nevada and Massachusetts. Their mission is to provide the highest standard of automobile, truck, municipal, and private property impound towing, and recovery services to customers on a local and regional basis and to continuously strive for flexibility in servicing the customers' needs in an expedient and cost efficient manner. They have eighteen (18) years of experience beginning in 1989 with the City of Chicago; and

WHEREAS, services to be provided by URT include implementation and coordination of an updated information technology system that is compatible with the City of San Antonio's, vehicle storage operations, fee collection, property management, facility security, capital improvements, a minimum annual payment to the City, financial management, and audit availability.

WHEREAS, the contract will commence on March 23, 2008, to allow the City and URT a 60-day time period to transition operations and capital improvements; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

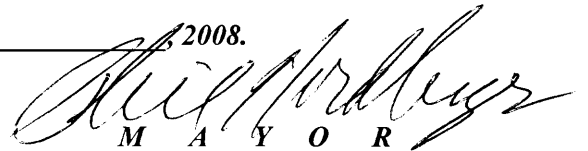
SECTION 1. The City Manager, or her designee, is hereby authorized to execute a contract with United Road Towing, Inc., to provide vehicle storage services at the Growdon Vehicle Storage Facility for an initial term of 5 years, transition to commence on March 23, 2008 and term to begin on May 23, 2008, with an option to renew, subject to the approval of the City Council, for an additional 2 years. A copy of the Contract is attached hereto and incorporated herein for all purposes as Attachment I, and is hereby approved.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000 General Fund, Internal Order 217000000045 Vehicle Storage Unit ,General Ledger 4404237 VSF Minimum.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance shall take effect immediately upon passage, provided that it is passed by eight or more affirmative votes; otherwise, this Ordinance shall take effect ten days from the date of passage.

PASSED AND APPROVED this 13th day of March, 2008.


M A Y O R

ATTEST:

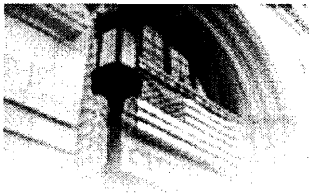


City Clerk

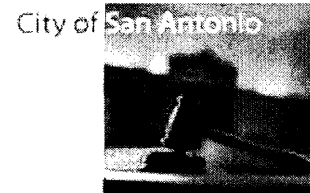
APPROVED AS TO FORM:



for City Attorney



Request to
COUNCIL
ACTION



Agenda Voting Results - 17

Name:	17						
Date:	03/13/2008						
Time:	04:17:07 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving the execution of a contract with United Road Towing, Inc. for operation and maintenance of the San Antonio Police Department's Growdon Road Vehicle Storage Facility for an initial term of 5 years with an option to renew for an additional 2 years. [Erik J. Walsh, Assistant City Manager; William McManus, Police Chief]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x			x	
Jennifer V. Ramos	District 3			x			
Philip A. Cortez	District 4	x					
Lourdes Galvan	District 5			x			
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7			x			
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				x

Name:	17
Date:	03/13/2008
Time:	04:16:47 PM
Vote Type:	Amendment 1

Description:		An Ordinance approving the execution of a contract with United Road Towing, Inc. for operation and maintenance of the San Antonio Police Department's Growdon Road Vehicle Storage Facility for an initial term of 5 years with an option to renew for an additional 2 years. [Erik J. Walsh, Assistant City Manager; William McManus, Police Chief]					
Result:		Failed					
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor			x			
Mary Alice P. Cisneros	District 1			x			
Sheila D. McNeil	District 2			x			
Jennifer V. Ramos	District 3		x				x
Philip A. Cortez	District 4	x					
Lourdes Galvan	District 5		x			x	
Delicia Herrera	District 6			x			
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8			x			
Louis E. Rowe	District 9			x			
John G. Clamp	District 10			x			

#16,17

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San Antonio Vehicle Storage, Inc. Scoring Matrix

1. Experience/Qualifications
2. Financial Stability
3. Proposed Plan
4. Economic Terms
5. 2006 RFP Scoring



MCCOMBS ENTERPRISES

April 4, 2007

City of San Antonio
Purchasing Department
PO Box 839966
San Antonio, Texas 78283-3966

To Whom It May Concern:

Mr. Buddy Ford and his company, Texas Towing, has been a preferred vendor for my organization for many years. We have always found the company, as operated by Mr. Ford, to be professional and forthright in all our dealings. His company has always been extremely price competitive and has consistently provided superior service to all our facilities. We consider Texas Towing a supportive vendor partner who adds value and efficiency to our service and body shop operations.

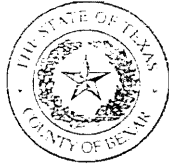
It is my understanding that he is an applicant to manage the City of San Antonio impound lot. He is most qualified to perform in that role and will be a significant asset to the City. His integrity, knowledge, community standing, and professionalism will provide the City with an excellent partner.

Sincerely,

MCCOMBS ENTERPRISES



B. J. McCombs
Chairman of the Board



SERGIO "CHICO" RODRIGUEZ

COMMISSIONER, PRECINCT 1
BEXAR COUNTY COURTHOUSE
100 DOLOROSA
SAN ANTONIO, TEXAS 78205
(210) 335-2611 Telephone
(210) 335-2215 Facsimile
chico@bexar.org Email

April 9, 2007

City of San Antonio
Purchasing Department
PO Box 839966
San Antonio, Texas 78283-3966

To Whom It May Concern:

I would like to convey my support and confidence to you for the services provided by Texas Vehicle Storage of San Antonio for the County of Bexar. Towing and storage services have been of noteworthy quality throughout their twelve years of service to the County of Bexar. Their superior services to various entities in Bexar County make them a premiere wrecker service and a model for others to follow.

Mr. Buddy Ford, owner of Texas Vehicle Storage of San Antonio, understands that importance of efficiency in wrecker and storage services. As a result, Mr. Ford is a respected businessman in his industry. There is no better manner to acknowledge their commitment to getting the job done, professionalism, and efficiency than by Bexar County's decision to award an additional ten year contract. We couldn't ask for better service.

My full support and confidence is behind Texas Vehicle Storage of San Antonio in their endeavor to contract with the City of San Antonio for wrecker and storage services.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Rodriguez".

Sergio "Chico" Rodriguez
Bexar County Commissioner
Precinct 1



Paul Elizondo
Commissioner, Precinct 2
Bexar County Courthouse
100 DOLOROSA
SAN ANTONIO, TEXAS 78205-3036
(210) 335-2612 Fax: (210) 335-2264

April 9, 2007

To Whom It May Concern:

As Commissioner of Precinct 2, Bexar County, I take great pleasure in submitting this letter of support for Mr. Buddy Ford, owner of Texas Vehicle Storage of San Antonio and President of Texas Towing. It is my understanding that Mr. Ford has submitted a proposal for the Operation and Maintenance of the Growdon Road Vehicle Storage Facility for the City of San Antonio.

Presently, his company, Texas Towing is the official public safety and impound storage contractor for the Bexar County Sheriff's Department. It has two (2) State Licensed Vehicle Storage Facilities, each located within one half (1/2) mile of the Downtown area for vehicles impounded in the County.

Texas Towing has been serving the needs of Bexar County residents for the past twelve years in a fast and efficient manner. This company has met and exceeded all requirements set forth in their contract.

It is without hesitation that I recommend that Buddy Ford, owner of the Texas Vehicle Storage of San Antonio operate and maintain the City of San Antonio's Growdon Road Vehicle Storage Facility.

Sincerely,

A handwritten signature in cursive script that reads "Paul Elizondo".

PAUL ELIZONDO

County Commissioner, Pct. 2

BUDDY F. FORD
=====

CONSOLIDATED BALANCE SHEET

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ESTIMATED NET WORTH

MARCH 15, 2007

ASSETS
=====

CASH IN BANKS (see list)		\$1,342,100
REAL ESTATE-HOMESTEAD	\$270,000	
REAL ESTATE-CONDO	\$135,000	
REAL ESTATE-RENTALS	\$1,040,000	
NOTES RECEIVABLE	\$32,000	
AUTOMOBILES (2)	\$78,000	
ACCOUNTS RECEIVABLE	\$3,000	
CASH VALUE-LIFE	\$52,000	
OTHER ASSETS	\$91,000	\$1,701,000

CITY WIDE VENDING CO.	\$120,000	
AAA INC.	\$40,000	
CITY WIDE AMUSEMENTS CO.	\$612,400	
TXTOW, CORP.	\$3,656,000	
ACC/REC-TRADE TXTOW	\$859,000	\$5,287,400

TOTAL ASSETS		\$8,330,500
		=====

LIABILITIES AND EQUITIES
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NOTES PAYABLE-HOMESTEAD	\$0	
NOTES PAYABLE-AUTOMOBILES	\$58,000	
NOTES PAYABLE-REAL ESTATE	\$283,000	
TAXES PAYABLE	\$6,200	
ACC/PAYABLE-CREDIT CARDS	\$12,000	
BUSINESS CREDIT LINES PAYABLE	\$42,800	\$402,000

EQUITIES & NET WORTH (estimated)		\$7,928,500

TOTAL LIABILITIES & EQUITIES		\$8,330,500
		=====

*value of businesses based on current market values

RECAP OF INFORMATION

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CASH IN BANKS rounded to the nearest hundred

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BROADWAY BANK (4)	\$13,300
BROADWAY BANK txt	\$92,400
BROADWAY BANK txt mmkt	\$828,100
IBC BANK txt c.d.	\$93,300
IBC BANK (2)	\$16,700
BANK OF AMERICA (5)	\$18,800
ANNUITIES-CASH VALUE	\$75,300
STERLING BANK (5)	\$162,700
LAREDO BANK txt	\$31,400
LAREDO BANK mmkt	\$10,100

cash totals \$1,342,100



BROADWAY BANK

March 20, 2007

Attn: Buddy Ford

RE: Money Market Account # 451037

Dear Mr. Buddy Ford:

As of Tuesday March 20, 2007 the amount in your Money Market account is \$828,109.40. Should have any further questions please feel free to contact me at 210-283-5739.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brenda Guerra'. The signature is fluid and cursive, with a large loop at the end.

Brenda Guerra
Commercial Lending Assistant



April 3, 2007

City of San Antonio
c/o Buddy Ford

Re: San Antonio Vehicle Storage Corp.

To Whom It May Concern:

It is our understanding that the captioned Principal intends to submit a proposal to you for operation and maintenance of the Growdon Road vehicle storage facility. It is our pleasure to share with you our experience with this client, and to offer our unqualified recommendation to you of their strength and ability to perform.

Buddy Ford has been involved in the vehicle towing and storage business for over fifteen years and owns one of the premier wrecker companies in Texas. As a result of our confidence in his management, performance capabilities and financial strength, we are able to provide bonding capacity for this fine client.

Should San Antonio Vehicle Storage Corp. be awarded this contract, based on a \$1,100,000 Performance Bond, the annual bond premium will be \$23,474.00.

We will respond promptly to any bonding requirements in the agreement between you and Buddy Ford.

Sincerely yours,

SANGER & ALTGELT

A handwritten signature in black ink, appearing to read 'Joe N. Haynes', written over a horizontal line.

Joe N. Haynes, ARM
Managing Partner
And Attorney-in-Fact for
Travelers Casualty & Surety Company of America

JNH/brk

**GROWDEN ROAD
VEHICLE
STORAGE
FACILITY
OPERATING
PROCEDURES
HANDBOOK**

**TXTOW CORP.
TEXAS VEHICLE STORAGE OF SAN ANTONIO
SAN ANTONIO VEHICLE STORAGE**

**Operating Procedures Handbook for
Growdon Road
Vehicle Storage Facility
Impounding Property**

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- III. OPERATION PROCEDURES
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 - B. IMPOUNDING/RELEASING
 - C. NO CHARGES
 - D. HOLDS
 - E. COMPLAINTS
 - F. CHECKS AND CREDIT CARDS
 - G. DAILY RECEIPTS
 - H. NCIC CODES

**Operating Procedures Handbook for
Growdon Road
Vehicle Storage Facility
Impounding Property**

I. INTRODUCTION

This procedure governs the custody and disposition of any property impounded at the Vehicle Storage Facility with the exception of motor vehicles.

II. DEFINITIONS

- A. “Property” means, evidence, personal property, recovered property, and found property.
- B. “Evidence” means property which may be used in a criminal proceeding to support an allegation made by the State. Should doubt exist as to the materiality of the impounded property, it is to be classified as evidence.
- C. “Personal Property” means items which can be identified as belonging to an individual or organization and cannot be classified as evidence, narcotics, recovered property, or found property.
- D. “Recovered Property” means any item Impounded by an officer which the officer knows or believes to have been stolen.
- E. “Found Property” means, any item which has been located by the officer or a customer and appears to have been lost or abandoned.

III. CLASSIFICATION OF IMPOUNDED PROPERTY

- A. Impounded property is classified into one of the following categories:
 - 1. Evidence;
 - 2. Personal property;
 - 3. Recovered property; or
 - 4. Found property.

IV. RESPONSIBILITIES

- A. Officers impounding vehicles for any reason are responsible for inventorying and impounding any property found to be of any value in the vehicle.
- B. Officers impounding vehicles for violations of a Tow-Away Zone, impound any obviously valuable Items found to be in plain view inside the vehicle.
- C. Automobile motors, transmissions, vehicle body parts, motorcycles, and mini bikes are not placed in the Property and Evidence Storage Unit. These types of property are impounded in the Vehicle Storage Unit.

**Operating Procedures Handbook for
Growdon Road
Vehicle Storage Facility
Impounding Vehicles**

I. INTRODUCTION

This procedure establishes guidelines for the impoundment of vehicles.

II. CLASSIFICATION OF IMPOUNDED VEHICLES

A. Vehicles coming into custody of the Texas Vehicle Storage of San Antonio are classified into one (1) of seven (7) categories:

1. Impounded for forfeiture;
2. Impounded for evidence;
3. Impounded as prisoner's property;
4. Impounded for traffic violations;
5. Impounded as an abandoned vehicle;
6. Impounded as a recovered stolen vehicle; or
7. Other non-criminal impoundments.

B. A motor vehicle impounded when a police officer takes custody of it and removes it to a Texas Vehicle Storage of San Antonio. The Department utilizes two (2) facilities for storing vehicles impounded by officers.

1. Texas Vehicle Storage of San Antonio, located at 3625 Growdon Road, receives all vehicles impounded by members of the Department except those impounded for "downtown" (as defined by city ordinances) parking violations.
2. Vehicles impounded for "downtown" parking violations are initially towed to and impounded at the Vehicle Storage Facility provided by the current contract wrecker service for the purposes of handling these vehicles.
 - a. All appropriate fees and charges are collected at this facility by contract wrecker service personnel.

- b. All vehicles stored at this facility are moved to the Texas Vehicle Storage of San Antonio after accumulating five (5) days storage charges without being claimed by the owner.
- C. When an impounded vehicle falls into one of the exceptions where property remains in the vehicle rather than being placed into the Property and Evidence Storage Unit, officers list all properties of a quality or amount that could be considered valuable or at risk in the vehicle on Towing Service Record (TSR).

Officers also list any damage to the impounded vehicle on the TSR. Personnel at the Texas Vehicle Storage of San Antonio verify the information listed on the TSR. A supervisor must personally sign the TSR of any vehicle authorized for secure row storage after inspecting the vehicle.

III. RESPONSIBILITIES

- A. When police officers impound a motor vehicle, they are aware of their responsibilities toward the vehicle and its contents. They are liable for any negligence on their part which results in damage to the vehicle or its contents. They are also responsible for the safekeeping of the vehicle and its contents while it is under their control.

IV. EXCLUSIVE AUTHORITY TO TOW VEHICLES

- A. Exclusive authority to tow non-drivable vehicles involved in accidents lies with the current contract wrecker companies.
- B. Authority to tow vehicles that are to be impounded for any other reason lies currently with the current contract wrecker companies and the Texas Vehicle Storage of San Antonio wreckers.

V. CITY ORDINANCE SECTIONS GOVERNING AUTO WRECKERS

- A. City Code prohibits the driving of non-contract wreckers to or near the scene of an accident on the streets of the City.
- B. City Code prohibits the soliciting by any business which deals with the removal, storage, wrecking, repairing, trading, or purchase of any wrecked or disabled motor vehicle, or trader on the streets of the City.
- C. City Code states that proof of the presence of any person engaged in the auto wrecker business at or near the scene of an accident is prima-facie

evidence of violation of solicitation.

1. The scene of an accident is assumed to extend 300 feet, or one (1) city block, from the nearest vehicle Involved In the accident.
 2. Except when needed to assist in rescuing an injured person, no wrecker is to stop in this 300 foot zone, unless directed to do so by a police officer.
- D. City Code prohibits the removal, via auto wreckers, of any abandoned vehicle or wrecked vehicle on the public streets without the permission of the police.
- E. City Code authorizes a peace officer to remove to the Texas Vehicle Storage of San Antonio any vehicle that is found standing or parked in violation of any city ordinance, or a vehicle that Is abandoned or left in a public place, or any wrecked or disabled vehicle that constitutes a traffic hazard.

VI. IMPOUNDING FOR FORFEITURE

- A. An officer may seize or impound a vehicle that is used or intended to be used for the illegal transportation or delivery of any controlled substance in violation of the Texas Health and Safety Code.

VII. IMPOUNDING FOR EVIDENCE

- A. When an officer has probable cause to believe that a vehicle has been used in the commission of a crime, excluding minor traffic offenses, he impounds the vehicle as physical evidence.
1. If the vehicle to be impounded is locked, the officer makes a reasonable attempt to gain entry without damaging the vehicle. If the officer cannot gain entry without damaging the vehicle, the officer leaves the vehicle locked and inventories visible properties, listing the properties on the TSR and in the body of his report.
- B. When an officer impounds a vehicle he believes could be used as physical evidence in a criminal proceeding, he writes 'Physical Evidence' on the TSR. He notifies, by means of his report, the commanding officer of the follow-up investigative unit handling the case of the vehicle that has been impounded as evidence. Within twenty-four (24) hours of notification the commander of the follow-up unit decides if the vehicle is needed as evidence and informs the Texas Vehicle Storage of San Antonio personnel to either release or maintain custody of the vehicle. If the vehicle is held for more than seventy-two (72) hours, a

Police supervisor will notify Texas Vehicle Storage Facility of San Antonio personnel.

- C. When an officer believes a vehicle, which is being impounded as evidence, needs additional processing he will notify and coordinate these activities with the Texas Vehicle Storage of San Antonio personnel.

VIII. IMPOUNDING AS PRISONER'S PROPERTY

- A. Whenever a person is arrested while in his vehicle or a vehicle under his control and there is a need to arrest such person, the vehicle is impounded by means of an authorized wrecker, unless:
 - 1. If the vehicle to be impounded is locked, the officer makes a reasonable effort to gain entry without damaging the vehicle. If he cannot gain entry without damaging the vehicle, the officer leaves the vehicle locked and Inventories visible properties, listing the properties on the TSR and in the body of his report and the vehicle is placed on the secure row at the Texas Vehicle Storage of San Antonio.
- B. An officer arresting a juvenile who is in control of a vehicle impounds the vehicle by means of an authorized contract wrecker.
- C. If the officer chooses to impound the vehicle, he informs the prisoner that the vehicle is being towed to the Texas Vehicle Storage of San Antonio.
- D. Any time a vehicle has been towed to the Texas Vehicle Storage of San Antonio in connection with an arrest, and the driver is not booked, the vehicle is released without any charge to the driver.
- E. Wrecker drivers do not stand by at the D.W.I. Testing Facility with a prisoner's vehicle.

IX. IMPOUNDING FOR TRAFFIC VIOLATIONS

- A. Vehicles parked in violation of a Tow-Away Zone are ticketed and towed to the Texas Vehicle Storage of San Antonio belonging to the holder of the current wrecker service contract.
- B. Vehicle parked in a "No Parking Anytime Tow-Away Zone" are ticketed and towed to the vehicle storage facility belonging to the holder of the

current service contract.

- C. Vehicles creating a traffic hazard are issued a parking ticket, on which the officer indicates in what manner the auto was creating a hazard, and are towed to the Texas Vehicle Storage of San Antonio.
- D. A vehicle parked over two (2) hours on the untraveled portion of any expressway is issued a parking ticket for violation of the City Code of San Antonio. The officer has the vehicle towed to the Texas Vehicle Storage of San Antonio.
- E. The Municipal Court of the City of San Antonio issues an order of impoundment for vehicles with numerous outstanding, unpaid parking citations on file. Officers execute impoundment orders and impound the vehicles named in the orders to the vehicle storage facility.
- F. A vehicle blocking a driveway is issued a parking ticket. The officer has the vehicle impounded only when it is impractical to relocate the vehicle. All relocations are performed by the contract wrecker company.
- G. If the vehicle to be impounded is locked, the officer makes a reasonable effort to gain entry without damaging the vehicle. If he cannot gain entry without damaging the vehicle, the officer leaves the vehicle locked and inventories visible properties, listing the properties on the TSR and in the body of his report. If the vehicle is going to Texas Vehicle Storage of San Antonio to be placed on the "secure tow," a supervisor inspects the vehicle and authorizes the storage by signing the TSR.

X. IMPOUNDING AS AN ABANDONED VEHICLE

- A. An abandoned vehicle on a public street is towed to the Texas Vehicle Storage of San Antonio at 3625 Growdon Road.
- B. Any vehicle abandoned on any dedicated street on airport property or dedicated street on other city property is handled in the same manner as an abandoned vehicle on a public street.
- C. Any vehicle abandoned on the airport parking lot, city parklands, or other city-owned land after twenty-four (24) hours is impounded.
- D. If a vehicle to be impounded is locked, the officer makes a reasonable effort to gain entry without damaging the vehicle. If he cannot gain entry without damaging the vehicle, the officer leaves the vehicle locked and inventories visible properties, listing the properties in the TSR. and in the body of his report if the vehicle is sent to the Texas

Vehicle Storage of San Antonio. The vehicle is placed on the secure row only in cases where a supervisor personally inspects the vehicle and authorizes the storage by signing the TSR.

XI. IMPOUNDING OF A RECOVERED STOLEN VEHICLE

- A. An officer does not have a wrecker wait at the scene of the recovery of a stolen motor vehicle for an evidence technician to arrive to print the vehicle. If an evidence technician is not available, the officer allows the wrecker to tow the vehicle the Texas Vehicle Storage of San Antonio. The officer notifies the dispatcher that the vehicle has not been printed. An evidence technician, when available, is then dispatched to process the vehicle.
- B. If the vehicle to be impounded is locked, the officer makes a reasonable effort to gain entry without damaging the vehicle. If he cannot gain entry without damaging the vehicle, the officer leaves the vehicle locked and Inventories visible properties, listing the properties on the TSR. and in the body of his report. The vehicle is placed on the secure row only in cases where a supervisor personally inspects the vehicle and authorizes the storage by signing the TSR.

XII. IMPOUNDING VEHICLES INVOLVED IN ACCIDENTS

- A. Vehicles involved in traffic accidents are removed from the scene before the departure of the investigating officer. Vehicles that cannot be driven from the accident scene are towed by city contract wreckers.
- B. After completing the investigation, the officer will determine if the vehicle is not drivable and thus will order the removal of the vehicle by the city contract wrecker. An exception to this procedure would be a vehicle that is creating a traffic hazard, such as blocking an expressway, in which case the vehicle is removed as soon as possible.
- C. The operator of a vehicle involved in an accident may designate where his vehicle is taken. The contract wrecker delivers wrecked vehicles to any destination, provided those premises are open and the towing fee is paid. If a vehicle is to be towed to a location other than the Vehicle Storage Facility, the wrecker driver collects the applicable towing fee from the owner or person in charge of the vehicle.
- D. If the owner is under arrest, intoxicated, unconscious, or otherwise incapacitated, the vehicle is towed to the Vehicle Storage Unit at the Texas Vehicle Storage of San Antonio. If the vehicle is towed to Texas Vehicle Storage of San Antonio, the personnel there collect the towing fee when the owner retrieves the vehicle.

- E. If the vehicle to be impounded is locked, the officer makes a reasonable effort to gain entry without damaging the vehicle. If he cannot gain entry without damaging the vehicle, the officer leaves the vehicle locked and inventories visible properties, listing the properties on the TSR and in the body of his report the vehicle is placed on the secure row only in cases where a supervisor personally inspects the vehicle and authorizes the storage by signing the TSR.

XIII. DISPOSITION OF VEHICLE

- A. An officer's report always gives the disposition of any vehicle impounded.
- B. The impounding of prisoners' vehicles, except for evidence processing, is designated to the Texas Vehicle Storage of San Antonio.
- C. The officer impounding a vehicle or standing by for a wrecker remains at the location until the wrecker has hooked up and is under way in order to prevent other persons from interfering with the impounding of the vehicle.
- D. Vehicles with excessive or bulky property that cannot be placed in the Property and Evidence Storage Unit are sent to the Texas Vehicle Storage of San Antonio. Officers inventory all property being sent to the Texas Vehicle Storage of San Antonio, listing the property on TSR and in the body of the officer's report. The vehicle is placed on the secure row only in cases where a supervisor personally inspects vehicle and authorizes the storage by signing the TSR.

XIV. INVENTORY OF IMPOUNDED VEHICLES

- A. An inventory is an administrative process by which items of property in an impounded vehicle are listed and secured. An Inventory is a search designed to discover items of personal property and to safeguard these items by taking them into police custody. This inventory procedure serves to protect an owner's property while it is in the custody of the police to insure against claims of lost, stolen, or vandalized property.
 1. If a vehicle to be impounded is locked, the officer makes a reasonable effort to gain entry to the vehicle without damaging the vehicle. If he cannot gain entry without damaging the vehicle, the officer leaves the vehicle locked and inventories visible properties, listing the properties on the TSR. and in the body of his report

- B. The examination of an impounded vehicle for the purposes of inventorying possible contents should be limited to places where a person ordinarily would store or leave Items or personal property, such as:
 - 1. The passenger compartment of the vehicle;
 - 2. Under the hood;
 - 3. Trunk (should the officer have the key to open it): and
 - 4. Containers (whether open or closed).

XV. REPORTS REQUIRED UPON IMPOUNDING VEHICLES

- A. The officer shall complete an incident report when impounding a vehicle. The officer completes the form in its entirety for a vehicle impounded for any reason except for a violation of a Tow-Away Zone.
- B. The officer impounding a vehicle is responsible for preparation of the TSR. The wrecker driver furnishes the blank forms for the officer to complete. The TSR consists of two copies. The officer completes each item except the name of the towing company, the wrecker driver's name, and the amount of any towing fee.

**Operating Procedures Handbook for
Growdon Road
Vehicle Storage Facility**

SECTION: ADMINISTRATIVE

SUBJECT: PERFORMANCE MEASURES

RESPONSIBILITY: TO ESTABLISH QUANTIFIABLE ACTIVITY MEASUREMENTS THAT CAN BE UTILIZED IN GRADING UNIT PERFORMANCE AND IN COMPARATIVE ANALYSIS.

TASKS: THE FOLLOWING QUANTIFIABLE MEASURES ARE ESTABLISHED FOR EACH OF TWO (2) SEPARATE LOCATIONS:

- A. NUMBER OF CALLS FOR SERVICE:
 - 1. RECEIVED
 - 2. CANCELLED
 - 3. FOR CITY VEHICLES ONLY
 - 4. TOTAL

 - B. NUMBER OF VEHICLES IMPOUNDED AS:
 - 1. PARKING VIOLATIONS
 - 2. ABANDONED
 - 3. RECOVERED STOLEN
 - 4. WRECKED
 - 5. PRISONER'S VEHICLES
 - 6. EVIDENCE
 - 7. OTHER

 - C. THE NUMBER OF VEHICLES RELEASED

 - D. THE NUMBER OF VEHICLES AUCTIONED
- TEXAS VEHICLE STORAGE OF SAN ANTONIO

- E. TOTAL MONEYS DUE TO THE WRECKER CONTRACTOR FOR TOWS TO THE POUND
- F. TOTAL MONEYS DUE TO WRECKER CONTRACTOR FOR TOWS TO OTHER LOCATIONS
- G. REVENUES:
 - 1. TOWING FEES
 - 2. STORAGE FEES
 - 3. IMPOUND FEES
 - 4. AUCTIONED VEHICLES
- H. TOWING SERVICE REPORTS (TSR):
 - 1. DUE
 - 2. PAID
 - 3. RELOCATIONS
- I. NO CHARGES
- J. COMPLAINTS RECEIVED

II. THE GENERAL MANAGER:

- A. PREPARES A REPORT EACH MONTH AND AT THE END OF THE FISCAL YEAR TO ACCURATELY REFLECT THE UNIT'S ACTIVITIES FOR THE PERIOD COVERED BY THE REPORT.
 - 1. EACH REPORT SHALL COMPARE THE CURRENT PERIOD WITH THE SAME PERIOD WITH DECREASES IN THE PREVIOUS YEAR.
 - 2. EACH REPORT SHALL REFLECT INCREASES OR ACTIVITY IN TERMS OF PERCENTAGES.
- B. PROJECT PERFORMANCE, BASED ON HISTORICAL DATA, FOR THE UNIT PRIOR TO THE BEGINNING OF EACH FISCAL YEAR.

**Operating Procedures Handbook for
Growdon Road
Vehicle Storage Facility**

SECTION: OPERATION

SUBJECT: IMPOUNDING AND RELEASING

IMPOUNDING VEHICLES AND OTHER PROPERTY

- A. UPON ARRIVAL OF VEHICLE TO BE IMPOUNDED, RECORD (TIME STAMP) THE DATE AND TIME ON THE INSPECTION CARD TO BE USED.
- B. RECORD THE CONTROL NUMBER ON THE VEHICLE AS REQUIRED.
- C. PHYSICALLY INSPECT THE VEHICLE, RECORDING THE NECESSARY INFORMATION ON THE INSPECTION CARD THERE ARE TIMES WHEN A PARTICULAR ITEM CANNOT BE PHYSICALLY INSPECTED (SUCH AS SPARE TIRE BECAUSE OF A LOCKED TRUNK) AND THE RECORDING AREA SHOULD BE LEFT BLANK.
- D. DETERMINE IF "DOLLY" CHARGES APPLY.
- E. BE SPECIFIC WHEN RECORDING THE DAMAGE DESCRIPTION. TERMS SUCH AS, "DENTS AND SCRATCHES ALL OVER," ARE NOT ACCEPTABLE.
- F. INSPECT FOR PROPERTY LEFT IN VEHICLES. RECOVER ALL ITEMS OF OBVIOUS VALUE AND/OR CONTRABAND. CALL FOR THE OFFICER TO RETURN AND PLACE PROPERTY IN THE PROPERTY ROOM. EXCEPTIONS ARE FOR EXCESSIVE OR BULKY PROPERTY THAT CANNOT BE PLACED IN THE PROPERTY ROOM. PLACES TO INSPECT FOR PROPERTY:
 - 1. GLOVE COMPARTMENT
 - 2. SUN VISORS

3. FRONT AND REAR SEAT AREAS (ALSO UNDER SEAT AND UNDER FLOOR MATS)
 4. UNDER HOOD AND INSIDE TRUNK (IF KEY AVAILABLE)
- G. RECORD ODOMETER READING.
 - H. ASSIGN LOCATION WHERE VEHICLE IS TO BE STORED.
 - I. COMPLETE INSPECTION CARD AND RECORD INFORMATION AS REQUIRED.
 - J. MAKE REQUIRED ENTRIES IN "VIMS." ENTER OWNER AND LIEN HOLDER INFORMATION IF REGISTRATION HAS BEEN RECEIVED.
 - K. ALL INFORMATION FOR THE IMPOUND CARD WILL BE OBTAINED FROM THE INSPECTION OF THE VEHICLE TO VERIFY INFORMATION ON THE TSR.
 - L. VERIFY THE TSR FOR ACCURACY. ONLY VEHICLE STORAGE PERSONNEL ARE TO RECORD THE MILEAGE AND OTHER CHARGES ON THE TSR.
 - M. LABOR CHARGES AND WAITING TIME ARE AUTHORIZED ONLY WHEN THEY HAVE BEEN APPROVED BY THE FIELD OFFICER IMPOUNDING THE VEHICLE.

II. RELEASES

THE AUTHORITY TO RELEASE IMPOUNDED VEHICLES IS ESTABLISHED BY CITY ORDINANCE WHICH STATES:

- A. IMPOUNDED MOTOR VEHICLES SHALL BE RELEASED AFTER PAYMENT IS MADE OF ANY TOWING OR STORAGE CHARGES OR FEES, ONLY UPON RECEIPT OF ONE OF THE FOLLOWING:
 1. SUBMISSION OF CERTIFICATE OF TITLE OR OTHER SATISFACTORY PROOF THAT THE PERSON APPLYING FOR THE RELEASE IS THE OWNER OF THE VEHICLE.

2. SUBMISSION OF THE CERTIFICATE OF TITLE AND A CURRENT POWER OF ATTORNEY DULY EXECUTED BY THE OWNER REQUESTING RELEASE TO THE PERSON NAMED THEREIN AND PRESENTING SAME.

3. RELEASE OF AN IMPOUNDED VEHICLE TO THE LIEN HOLDER IS GOVERNED BY CITY ORDINANCE. THE BASIC REQUIREMENTS FOR THE RELEASE OF A VEHICLE TO THE LIEN HOLDER ARE:
 - (A) CERTIFIED COPY OF TITLE CERTIFICATE, PLUS
 - (B) THE MORTGAGE NOTE IS THIRTY (30) DAYS DELINQUENT.
 - (C) CERTIFIED COPY OF MORTGAGE AGREEMENT, PLUS.
 - (D) A SWORN STATEMENT BY THE LIEN HOLDER THAT ATTACHED PAYMENT RECORDS (USUALLY ENCODED AND UNDECIPHERABLE) REFLECT A DELINQUENCY IN THE MORTGAGE PAYMENTS, PLUS.
 - (E) HOLD HARMLESS AGREEMENT, WHICH CAN BE PART OF THE SWORN STATEMENT OF DELINQUENCY.

 - (D) ALL ADDITIONAL REQUIREMENTS LISTED IN THE ORDINANCE MUST BE MET PRIOR TO THE RELEASE OF A VEHICLE TO THE LIENHOLDER.

4. NOTHING HEREIN SHALL PREVENT THE RELEASE OF ANY MOTOR VEHICLE BY ANY PERSON UPON THE SERVICE OF AN ORDER OR JUDGEMENT DIRECTING SUCH RELEASE BY A COURT OF COMPETENT JURISDICTION.

5. THE TERMS "MOTOR VEHICLE," "LIEN," "OWNER," "MORTGAGEE," "MORTGAGOR," AND "CERTIFICATE OF TITLE," AS USED HEREIN, SHALL HAVE THE SANE MEANINGS AS DEFINED IN ART. 1436-1, TEXAS PENAL CODE.

6. THIS SECTION SHALL NOT APPLY TO ANY VEHICLE IMPOUNDED AT THE DIRECTION OF A JUDGE OF MUNICIPAL COURT PURSUANT TO SECTION 19-57 OF THIS CITY CODE.
- B. VEHICLES ARE RELEASED FOLLOWING PROPER PROCEDURES AND COLLECTION OF FEES AS REQUIRED.
1. VERIFY VEHICLE IN POUND; VERIFY THAT VEHICLE IS NOT ON "HOLD" AND THAT VEHICLE MAY BE RELEASED.
 2. OBTAIN SATISFACTORY PROOF OF OWNERSHIP.

Operating Procedures Handbook for Texas Vehicle Storage of San Antonio

Subject: TOPS

I Introduction:

A Sign onto server to access TOPS.

B Sign-on TOPS:

- 1 Click one time on the Internet Explorer icon at lower left part of screen.
- 2 Enter sign-on and Password to gain access to TOPS.
- 3 A webpage will open up with an icon with the word TOPS on it. Click on the TOPS icon one time.
- 4 A second, small, window will open up. Enter Password again.

C The first screen after signing on will be blue in color with the Main screen tabs at the top. The ones you will deal with the most are:

- 1 Call;
- 2 Dispatch;
- 3 Customer;
- 4 Driver;
- 5 Maintenance; On the Maintenance screen tabs will be
 - a Lot/Inventory;
 - b Tow Ticket;
 - c Etc.;
 - d Main; this will take you back to the Main screen tabs.
- 6 Clicking on any tab will activate TOPS and take you to the screen chosen. Once one Main tab is chosen, all screens will be active. The same with the Maintenance tab; once one tab is chosen all will be active.

- D Almost every command using a mouse can be duplicated through “Hot Keys” on the keyboard using the Alt key plus the underlined letter of the command to be performed, e.g. to create a new call from the dispatch screen, Alt+N would open of the new call screen rather than clicking on the Create New Call button.
- E All “buttons” only require a single click to open.
- F Fields used to open a call require a double click.
- G Fields in the Tow Pricing screen require a triple click to change the description or price, if the price can be changed.
- H To advance to a field use the Tab key next to the letter Q on the upper left part of keyboard. To go to a previous field, press either “Shift” key as you press the Tab key.
- I Any field with a ▼ next to it is connected to a drop down list. The choices on a drop down list can be picked with a mouse click or the 4 or 5 letter “Short Code”. The short code for any list choice is shown next to the field once the choice is picked.
- J Dates must be entered in the MM/DD/YYYY (12/31/2005).
- K Do not use the space bar to erase any errors. Highlight the word or line and either press the Delete key or just type the replacement entry.
- L Any Microsoft Office keyboard command can be utilized in TOPS, i.e. cut (Ctrl+X), copy (Ctrl+C), paste (Ctrl+V), etc.

II Vehicle Entry

NOTE: When entering information, be sure to use correct spelling and correct misspellings as you see them. Misspelled words make searching for information later on that much more difficult.

- A Double-click the appropriate line to open call. Double-click the Dropped field to time stamp the arrival time of the vehicle and save the call. Click on the Call tab to bring call back up on screen. If you had to look up another call, go to the Call screen and click “Find” (Alt+F), enter the call number and click on the “Edit” button (Alt+E); double click

on the “Completed” field to time stamp the time of completion.

- B Enter the Invoice number (Tow Ticket field)
- C Tab twice (2x) to the “Year” field and enter the 4-digit year (ex. 19XX, or 20XX)
- D Tab once and enter the make by either the short code or by using the drop-down list.
- E Next enter the model (there is usually no reason why the model is unknown. Only a very old car with all emblems removed or a semi- tractor truck will not readily have a model showing).
- F Next enter the Body Type (on trucks, show body type as “Pickup Truck”, “Extended Cab”, “Crew Cab”, etc. Do not show trucks or SUVs as “2 Door” or “4 Door”).
- G Next enter “Color” (TOPS will only show one (1) color so choose the Primary (most dominate) color to enter.
- H Enter the License Plate information with no spaces or dashes (this is a required field). If no LP is showing enter “None” into plate field. Do not EVER put “N/A”.
- I Next is the registration expiration field (please enter the format as mm/31/yyyy for expiration). If no sticker is on window, copy information for registration off printout. If the information on the registration printout conflicts with the information taken off the window, note the discrepancy and enter the information off the printout.
- J Note: Odometer is not necessary for impound purposes. If driver puts odometer reading enter it, otherwise don’t worry about it.
- K Enter VIN from off the vehicle once it has been verified on the printout. If the VIN is unreadable on the vehicle, enter “Unable to Read”.
- L Next, under “Other Info” show how many keys (if any) and where the keys are (e.g. folder, vehicle, etc). If there are no keys, enter “No Keys”.

- M Next, enter the owner's name as it appears on the printout. If there are multiple owners with same last name enter format (Jim/ Sally L Jones), if owners have different last names put in both first and last names, unless the names are longer than field. In that case just put in first initials and full last names (J Jones/ S Smith). If there are suffixes (Jr., Sr., MD, etc) on printout add those to the "Owner" field.
- N If the vehicle is on hold, click the checkbox next to the owner's name field and enter the type of hold upon the vehicle.
- O Still using the printout, click on "Dispatch Notes" and enter the owner/ lien holder information. The easiest way to do this is to enter: Owner- 123 Any St; Anyplace, TX 12345
Lien- 01/01/01; Lien holder Name; Address; City; State Zip
Notes: If the address is in San Antonio you can enter "SAT" and then the zip code; if there is no lien holder information, enter "No Lien".
- P Look on the Towing Service Record (TSR) for the line "Assignment Number" (if the TSR does not show an assignment number, enter "Not On TSR" in the "Police Number" field) and enter the number on that line. Case numbers should be 8-digits long, the 2-digit year plus the 6-digit identifier. If there are not 8 digits add zeros just after the year to make the number).
- Q Check the invoice (Tow Ticket) for any mileage and enter the mileage in the field which is under the driver/ truck field (there is no mileage within the city limits; mileage charge is \$2 per mile outside the city limits).
- R Click on the "Tow Pricing" tab. Match TOPS to the invoice (Tow Ticket) Make sure there is a:
- 1 Hook (Towing Charge) as per the entity impounding vehicle.
 - 2 Verify Mileage charges.
 - 3 Check for Labor (must be at 30 minutes on scene before labor begins to accrue)

- 4 Check for Dollies (you MUST visually verify dollies on vehicle at Check-In)
 - 5 If there are any other charges you can modify another charge tab if the description and charge are changeable to match the invoice.
 - 6 After all charges are verified and agree with driver's invoice, add the impound fee only (the storage charges are automatically added by TOPS when the call is saved).
Click on "Save Changes"
- S Once charges are entered and saved, look over the keycard and make sure all information is entered correctly and click on "Save" (or Alt+S).

III Searches:

- A You can search for an impounded vehicle in one of two ways, you can either:
- 1 Click on the Maintenance tab.
 - a If the screen is blue, rather than lot information, you must:
 - i Click on the depressed Lot/Inventory tab (this will bring up a blank Lot Inventory screen).
 - ii Click on the "Get" button (Alt+G). A small window will pop up with a highlighted list of lot choices.
 - A Leave the list highlighted and click "Show Selected Records" (Alt+S).
 - b The Lot Inventory will fill the screen. Find the vehicle from the list and double-click on the line to open the call;
 - 2 Or you can open up the call screen (Click on the "Call" Tab, or Alt+C) from any other screen and:
 - a click on the "Find" button at the lower left part of the screen,
 - b determine what information you are searching for, then enter the search information, such as the VIN (usually the last 6 digits are enough with an asterisk (*) in front of them (Ex: *456123)

- c Click on the “Get” button.
 - d If your search doesn’t bring up a known call, adjust the search information for a broader search and repeat the above steps.
- B Sometimes you will need to look up information under other tabs, such as customer, driver, etc. The technique will be the same in each:
- 1 Click on the screen tab or perform the keyboard shortcut (Alt+ [underlined letter key]).
 - 2 Click the “Find” key (Alt+F).
 - 3 Enter in the information for the search.
 - 4 Click the “Get” key (Alt+G).

NOTE: When entering the search information, enter the most unique part of the information searching for, placing an asterisk (*) on each side of the information. Instead of entering the location, Huebner and Lockhill Selma, try *lockhill*, or instead of Juan Carlos Epstein, enter *epst* and see if that will yield the right information. Also, when a search brings up multiple choices, clicking on “Select All” and “Show Selected Calls” gives you access to all the choices by clicking on the “<” “>” or the “<<” “>>” keys to rotate the calls.

IV Vehicle Releases

A Proof Of Ownership

- 1 When a customer, or insurance company calls or comes to pick up a vehicle that has been impounded, tell them they will need to present their government issued ID; e.g. Driver’s License, Military ID, Passport, etc.) and one of the seven following proof’s of ownership:
 - a A notarized power of attorney; OR
 - b A court order; OR
 - c A certificate of title; OR
 - d A tax collector’s receipt AND vehicle registration renewal card; OR
 - e A notarized proof of loss claim of theft from an insurance company to show a right of possession; OR

- f Positive name and address information that corresponds to the information contained in TxDOT's Vehicle Titles and Registration files; OR
 - g A TxDOT-approved Affidavit of Right of Possession and Control available in: Form MCD-1985.
- 2 If a lien holder wants to get the vehicle out of impound we require a "Repo Packet", this includes:
- a A copy of the original title front and back.
 - b Copy of the Finance Contract.
 - c A notarized Affidavit of Repossession.
 - d Depending on who appears to claim vehicle they will need either:
 - i A "Hold Harmless" form if the lien holder sends a wrecker company to claim vehicle; Or
 - ii A letter, on company letterhead and signed by a corporate officer (or manager if the lien holder is not incorporated) if the lien holder sends one of its employees to claim vehicle.
 - e If the registered owner is delinquent in their payments, the lien holder must include a certified (notarized) copy of the payment record showing the delinquency. If the owner is not delinquent, but the lien holder is in fear of losing their collateral, they do not need the payment record. **Please Note:** Any vehicle impounded can be repossessed, even if the owner is not delinquent, if the lien holder is in jeopardy of losing their collateral, but we can not forbid the registered owner to retrieve the vehicle (as long as they have the proper documents) just because the lien holder says the vehicle will be repossessed. **Whoever arrives first with the proper documents will have the right to retrieve the vehicle from impound.**
- B The only other document we can accept is what's called a "Hold Harmless" document. This is a document that wrecker companies use when they are taking possession of a vehicle

on behalf of a body shop, insurance company auto auction, etc. If the person from a wrecker company claiming a right to possess a vehicle has a notarized hold harmless form, they do not need any other documentation other than their driver's license.

C Documentation

- 1 When someone presents themselves to look at or take possession of the vehicle, always pull the call up in TOPS and pull the folder and review the documents inside. This will show if the vehicle and owner information is correct and enable the clerk to answer questions the owner may ask. **NOTE:** Information about vehicle, **ESPECIALLY** VIN and call information can only be given to the established vehicle owner and then only in person.
- 2 Once ID and proof of ownership is presented, make separate photocopies of the documents, then go to the time clock and stamp the photocopy of the ID to show the date and time that person came to look at, or take possession of, the vehicle.
- 3 If the owner claims the proof of ownership is in the vehicle, escort person to vehicle to look in the vehicle. They may not remove anything at all, except prescription medication with their name on the bottle, until they can prove they are the vehicle's owner. Be sure to stand in a non-threatening position to observe what they do take out of the vehicle without them feeling they are being stood over. If the documents searched for are not found in the vehicle, the owner may not take possession of the vehicle. They will have to secure the documentation from the tax collector's office if they don't have any other copies of the proofs of ownership.

D Receiving Monies

- 1 Having already pulled the call up in TOPS, the next thing needed to be done is to collect the monies owed against the vehicle. Click on the "Payment" tab at the lower, left

hand part of the screen. Then click on the Add Payment button to enter the payment. We only accept the following forms of payment:

- 2 Cash.
- 3 Checks (as approved though Telecheck):
 - a If a person gives you a personal check, and is:
 - i The person claiming the vehicle:
 - A Go to the credit card terminal and press the “Check” key.
 - B Enter the Amount of the Check (for Exact Amount only)
 - C Choose to press “2” (2 – DR LIC).
 - D Enter Driver’s License number.
 1. If the driver’s license number includes letters, you must hold down the “Shift” key and press the key(s) below the corresponding letter(s).
 - E Enter the State Code (look up the states code on the posted State Code list.
 - F Enter the check number
 - G Press “Enter”
 - ii A person other than the one claiming the vehicle (must be present):
 - A Make a photo copy of Driver’s license.
 - B Follow the steps outlined in Section a. i. A through G above.
 - b If the person claiming the vehicle hands you a company check, And:
 - i is the person signing the check:
 - A Make a photocopy of driver’s license; And
 - B Follow the steps outlined in Section a. i. A through G above.
 - ii is not the person signing the check
 - A Make photocopy of driver’s license, but do not run through the credit card machine.

- c If the check is declined by Telecheck, a “Code 3” or a “Code 4” will appear on the credit card screen along with a 7-digit record number (this is NOT a phone number), you must:
 - i Get a slip of the Telecheck “Dear Customer” papers.
 - ii Write the record number on the slip.
 - iii Hand to the check writer.
 - iv Request an alternate form of payment (you may suggest that check cards with a Visa/ MasterCard logo can be processed as credit cards).
 - v If the person is adamant about the condition of their bank account, direct them to the pay phone and help the next customer.

4 Credit Cards and Check Cards

- a To process a credit card normally:
 - i Go to the credit card machine and swipe the card;
 - ii Enter the last 4 digits of the credit card number and press “Enter”;
 - iii Enter the amount and press “Enter”
- b To process a credit card manually:
 - i Go to the credit card machine;
 - ii Enter the credit card number on the keypad and press “Enter”;
 - iii Enter the expiration date in the mmyy format without spaces or slashes and press “Enter”;
 - iv Press “Enter” to the question, “Is the Card Present Y/N”;
 - v Enter Amount and press “Enter”;
 - vi If the machine prompts you to “Enter Billing Zip”, simply press “Enter”. You are now ready to enter the payment into TOPS.

- E Enter the amount owed in the “Amount (\$)” field. [Tab] over one column to the “Pymt. Type” field.
- F Choose a payment type from the drop-down list and [Tab] six (6) times to get to the “Credit Card Type” field.

- G Choose from the drop-down list which brand of credit card was used, if any. If no credit card was used, [Tab] once more to the “Check/ CC#” field.
- H Enter the check or credit card number without spaces or dashes of any kind and [Tab] over to the “Cardholder Name” field.
- I Enter the name of the cardholder/ check writer’s name as it appears on the credit card/ check, then [Tab] next to the “Expiration” field.
- J Enter the 2-digit month and 2-digit year off the credit card with no spaces or slashes: e.g. 0205, 1205, 1005, etc; [Tab] next to the “Authorization” field.
- K Enter either the 6-digit (credit card) or the 4-digit (personal check) authorization to complete processing of the payment.

V Releasing Vehicle

- A After payment is received, click on the Complete Call button located at the lower, left hand part of the screen to bring up the inventory information field.
- B Double-click on the “Date Out:” field to time stamp the release and [Tab] down to the “Notes:” field.
- C Type in the documents used to secure release: e.g. state DL or government issued ID and one of the seven (7) proofs of ownership, then [Tab] two (2) times to the “Name” field.
- D Enter the Name as it appears on the documents presented. The name must match the name on the proof of ownership and the DL/ID presented to secure release. If the person is a wrecker company employee with a hold harmless form, Type the name of the person handing you the form. Then [Tab] to the “Address1:” field.
- E Verify that the address on the documents presented is the same as the owner’s current address. Always ask if the address shown is their current address. If not, enter in the corrected address. If there is an apartment or suite number to the address, put that in the “Address2:” field. If the person is a wrecker company employee with a hold harmless form,

enter the wrecker company name on the “Address1:” line and the wrecker company address on the “Address2:” line. [Tab] one time to the “City/ST/Zip:” field which are self-explanatory. Then [Tab] one time to the “DL#/ST:” field, enter the DL/ID number and what state issued it, if applicable. If it’s a military ID or passport, there will not be an issuing state, leave the state part of the field blank. [Tab] one time to “Phone #: field.

- F Ask the owner if there is a daytime phone number they can be reached at. If they say no.... leave blank. In the case of a wrecker company employee, put the company phone number in this field, not the employee’s number.
- G After all information is complete, click on the Save button at the bottom of the screen. After call is saved, click the Print Receipt button to print out three copies of the receipt. On the first receipt, write the call number at the top and place with your drop sheet to be added later. On the second receipt, write the call number at the top, sign your name at the bottom and hand to the owner for them to read the disclaimer and sign their name by yours. The third receipt is for you to sign to give to the owner for them to keep.
- H After the customer has left, write the information on the drop sheet and help the next customer. You are done.

VI Updates

- A Any field or “button” that is sharp and black can be utilized, either by changing the information in a field or clicking on a button. If the name of the field or button is gray, you do not have sufficient clearance to change the information.

OPERATING PROCEDURES HANDBOOK
ON SAME SCALE AS CHARGEABLE ERROR
TABLE EXCEPT THAT OCCASIONS APPLY
DURING THE ENTIRE SIX MONTHS
PROBATIONARY PERIOD FROM DATE OF
HIRING. UPON COMPLETION OF PROBATION,
TABLE APPLIES FOR THE REMAINDER OF
THAT CYCLE BEGINNING WITH THE FIRST
OCCASION RECORDED FOLLOWING
PROBATION.

3. DISCIPLINARY ACTION WILL BE TAKEN AGAINST ANY EMPLOYEE DETERMINED TO HAVE A CHARGEABLE TYPE II DISCREPANCY. THE DISCIPLINARY ACTION WILL BE DETERMINED BY THE CIRCUMSTANCES OF EACH SITUATION.

Operating Procedures Handbook for Texas Vehicle Storage of San Antonio

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D Almost every command using a mouse can be duplicated through "Hot Keys" on the keyboard using the Alt key plus the underlined letter of the command to be performed, e.g. to create a new call from the dispatch

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- G Fields in the Tow Pricing screen require a triple click to change the description or price, if the price can be changed.
- H To advance to a field use the Tab key next to the letter Q on the upper left part of keyboard. To go to a previous field, press either “Shift” key as you press the Tab key.
- I Any field with a ▼ next to it is connected to a drop down list. The choices on a drop down list can be picked with a mouse click or the 4 or 5 letter “Short Code”. The short code for any list choice is shown next to the field once the choice is picked.
- J Dates must be entered in the MM/DD/YYYY (12/31/2005).
- K Do not use the space bar to erase any errors. Highlight the word or line and either press the Delete key or just type the replacement entry.
- L Any Microsoft Office keyboard command can be utilized in TOPS, i.e. cut (Ctrl+X), copy (Ctrl+C), paste (Ctrl+V), etc.

II Vehicle Entry

NOTE: When entering information, be sure to use correct spelling and correct misspellings as you see them. Misspelled words make searching for information later on that much more difficult.

- A Double-click the appropriate line to open call. Double-click the Dropped field to time stamp the arrival time of the vehicle and save the call. Click on the Call tab to bring call back up on screen. If you had to look up another call, go to the Call screen and click “Find” (Alt+F), enter the call number and click on the “Edit” button (Alt+E); double click on the “Completed” field to time stamp the time of completion.
- B Enter the Invoice number (Tow Ticket field)
- C Tab twice (2x) to the “Year” field and enter the 4-digit year (ex. 19XX, or 20XX)
- D Tab once and enter the make by either the short code or by using the drop-down list.
- E Next enter the model (there is usually no reason why the model is unknown. Only a very old car with all emblems removed or a semi- tractor truck will not readily have a model showing).
- F Next enter the Body Type (on trucks, show body type as “Pickup Truck”, “Extended Cab”, “Crew Cab”, etc. Do not show trucks or SUVs as “2 Door” or “4 Door”).

- G Next enter “Color” (TOPS will only show one (1) color so choose the Primary (most dominate) color to enter.
- H Enter the License Plate information with no spaces or dashes (this is a required field). If no LP is showing enter “None” into plate field. Do not EVER put “N/A”.
- I Next is the registration expiration field (please enter the format as mm/31/yyyy for expiration). If no sticker is on window, copy information for registration off printout. If the information on the registration printout conflicts with the information taken off the window, note the discrepancy and enter the information off the printout.
- J Note: Odometer is not necessary for impound purposes. If driver puts odometer reading enter it, otherwise don’t worry about it.
- K Enter VIN from off the vehicle once it has been verified on the printout. If the VIN is unreadable on the vehicle, enter “Unable to Read”.
- L Next, under “Other Info” show how many keys (if any) and where the keys are (e.g. folder, vehicle, etc). If there are no keys, enter “No Keys”.
- M Next, enter the owner’s name as it appears on the printout. If there are multiple owners with same last name enter format (Jim/ Sally L Jones), if owners have different last names put in both first and last names, unless the names are longer than field. In that case just put in first initials and full last names (J Jones/ S Smith). If there are suffixes (Jr., Sr., MD, etc) on printout add those to the “Owner” field.
- N If the vehicle is on hold, click the checkbox next to the owner’s name field and enter the type of hold upon the vehicle.
- O Still using the printout, click on “Dispatch Notes” and enter the owner/ lien holder information. The easiest way to do this is to enter: Owner- 123 Any St; Anyplace, TX 12345
Lien- 01/01/01; Lien holder Name; Address; City; State Zip
Notes: If the address is in San Antonio you can enter “SAT” and then the zip code; if there is no lien holder information, enter “No Lien”.
- P Look on the Towing Service Record (TSR) for the line “Assignment Number” (if the TSR does not show an assignment number, enter “Not On TSR” in the “Police Number” field) and enter the number on that line. Case numbers should be 8-digits long, the 2-digit year plus the 6-digit identifier. If there are not 8 digits add zeros just after the year to make the number).

- Q Check the invoice (Tow Ticket) for any mileage and enter the mileage in the field which is under the driver/ truck field (there is no mileage within the city limits; mileage charge is \$2 per mile outside the city limits).
- R Click on the “Tow Pricing” tab. Match TOPS to the invoice (Tow Ticket) Make sure there is a:
- 1 Hook (Towing Charge) as per the entity impounding vehicle.
 - 2 Verify Mileage charges.
 - 3 Check for Labor (must be at 30 minutes on scene before labor begins to accrue)
 - 4 Check for Dollies (you MUST visually verify dollies on vehicle at Check-In)
 - 5 If there are any other charges you can modify another charge tab if the description and charge are changeable to match the invoice.
 - 6 After all charges are verified and agree with driver’s invoice, add the impound fee only (the storage charges are automatically added by TOPS when the call is saved). Click on “Save Changes”
- S Once charges are entered and saved, look over the keycard and make sure all information is entered correctly and click on “Save” (or Alt+S).

III Searches:

- A You can search for an impounded vehicle in one of two ways, you can either:
- 1 Click on the Maintenance tab.
 - a If the screen is blue, rather than lot information, you must:
 - i Click on the depressed Lot/Inventory tab (this will bring up a blank Lot Inventory screen).
 - ii Click on the “Get” button (Alt+G). A small window will pop up with a highlighted list of lot choices.
 - A Leave the list highlighted and click “Show Selected Records” (Alt+S).
 - b The Lot Inventory will fill the screen. Find the vehicle from the list and double-click on the line to open the call;
 - 2 Or you can open up the call screen (Click on the “Call” Tab, or Alt+C) from any other screen and:
 - a click on the “Find” button at the lower left part of the screen,
 - b determine what information you are searching for, then enter the search information, such as the VIN (usually the last 6 digits are enough with an asterisk (*) in front of them (Ex: *456123)

- c Click on the “Get” button.
 - d If your search doesn’t bring up a known call, adjust the search information for a broader search and repeat the above steps.
- B Sometimes you will need to look up information under other tabs, such as customer, driver, etc. The technique will be the same in each:
- 1 Click on the screen tab or perform the keyboard shortcut (Alt+ [underlined letter key]).
 - 2 Click the “Find” key (Alt+F).
 - 3 Enter in the information for the search.
 - 4 Click the “Get” key (Alt+G).

NOTE: When entering the search information, enter the most unique part of the information searching for, placing an asterisk (*) on each side of the information. Instead of entering the location, Huebner and Lockhill Selma, try *lockhill*, or instead of Juan Carlos Epstein, enter *epst* and see if that will yield the right information. Also, when a search brings up multiple choices, clicking on “Select All” and “Show Selected Calls” gives you access to all the choices by clicking on the “<” “>” or the “<<” ”>>” keys to rotate the calls.

IV Vehicle Releases

A Proof Of Ownership

- 1 When a customer, or insurance company calls or comes to pick up a vehicle that has been impounded, tell them they will need to present their government issued ID; e.g. Driver’s License, Military ID, Passport, etc.) and one of the seven following proof’s of ownership:
 - a A notarized power of attorney; OR
 - b A court order; OR
 - c A certificate of title; OR
 - d A tax collector’s receipt AND vehicle registration renewal card; OR
 - e A notarized proof of loss claim of theft from an insurance company to show a right of possession; OR
 - f Positive name and address information that corresponds to the information contained in TxDOT’s Vehicle Titles and Registration files; OR
 - g A TxDOT-approved Affidavit of Right of Possession and Control available in: Form MCD-1985.
- 2 If a lien holder wants to get the vehicle out of impound we require a “Repo Packet”, this includes:

- a A copy of the original title front and back.
- b Copy of the Finance Contract.
- c A notarized Affidavit of Repossession.
- d Depending on who appears to claim vehicle they will need either:
 - i A “Hold Harmless” form if the lien holder sends a wrecker company to claim vehicle; Or
 - ii A letter, on company letterhead and signed by a corporate officer (or manager if the lien holder is not incorporated) if the lien holder sends one of its employees to claim vehicle.
- e If the registered owner is delinquent in their payments, the lien holder must include a certified (notarized) copy of the payment record showing the delinquency. If the owner is not delinquent, but the lien holder is in fear of losing their collateral, they do not need the payment record. **Please Note:** Any vehicle impounded can be repossessed, even if the owner is not delinquent, if the lien holder is in jeopardy of losing their collateral, but we can not forbid the registered owner to retrieve the vehicle (as long as they have the proper documents) just because the lien holder says the vehicle will be repossessed. **Whoever arrives first with the proper documents will have the right to retrieve the vehicle from impound.**

B The only other document we can accept is what’s called a “Hold Harmless” document. This is a document that wrecker companies use when they are taking possession of a vehicle on behalf of a body shop, insurance company auto auction, etc. If the person from a wrecker company claiming a right to possess a vehicle has a notarized hold harmless form, they do not need any other documentation other than their driver’s license.

C Documentation

- 1 When someone presents themselves to look at or take possession of the vehicle, always pull the call up in TOPS and pull the folder and review the documents inside. This will show if the vehicle and owner information is correct and enable the clerk to answer questions the owner may ask. **NOTE:** Information about vehicle, **ESPECIALLY** VIN and call information can only be given to the established vehicle owner and then only in person.
- 2 Once ID and proof of ownership is presented, make separate photocopies of the documents, then go to the time clock and stamp the photocopy of

the ID to show the date and time that person came to look at, or take possession of, the vehicle.

- 3 If the owner claims the proof of ownership is in the vehicle, escort person to vehicle to look in the vehicle. They may not remove anything at all, except prescription medication with their name on the bottle, until they can prove they are the vehicle's owner. Be sure to stand in a non-threatening position to observe what they do take out of the vehicle without them feeling they are being stood over. If the documents searched for are not found in the vehicle, the owner may not take possession of the vehicle. They will have to secure the documentation from the tax collector's office if they don't have any other copies of the proofs of ownership.

D Receiving Monies

- 1 Having already pulled the call up in TOPS, the next thing needed to be done is to collect the monies owed against the vehicle. Click on the "Payment" tab at the lower, left hand part of the screen. Then click on the Add Payment button to enter the payment. We only accept the following forms of payment:
 - 2 Cash.
 - 3 Checks (as approved though Telecheck):
 - a If a person gives you a personal check, and is:
 - i The person claiming the vehicle:
 - A Go to the credit card terminal and press the "Check" key.
 - B Enter the Amount of the Check (for Exact Amount only)
 - C Choose to press "2" (2 – DR LIC).
 - D Enter Driver's License number.
 1. If the driver's license number includes letters, you must hold down the "Shift" key and press the key(s) below the corresponding letter(s).
 - E Enter the State Code (look up the states code on the posted State Code list.
 - F Enter the check number
 - G Press "Enter"
 - ii A person other than the one claiming the vehicle (must be present):
 - A Make a photo copy of Driver's license.
 - B Follow the steps outlined in Section a. i. A through G above.
 - b If the person claiming the vehicle hands you a company check, And:

- i is the person signing the check:
 - A Make a photocopy of driver's license; And
 - B Follow the steps outlined in Section a. i. A through G above.
- ii is not the person signing the check
 - A Make photocopy of driver's license, but do not run through the credit card machine.
- c If the check is declined by Telecheck, a "Code 3" or a "Code 4" will appear on the credit card screen along with a 7-digit record number (this is NOT a phone number), you must:
 - i Get a slip of the Telecheck "Dear Customer" papers.
 - ii Write the record number on the slip.
 - iii Hand to the check writer.
 - iv Request an alternate form of payment (you may suggest that check cards with a Visa/ MasterCard logo can be processed as credit cards).
 - v If the person is adamant about the condition of their bank account, direct them to the pay phone and help the next customer.
- 4 Credit Cards and Check Cards
 - a To process a credit card normally:
 - i Go to the credit card machine and swipe the card;
 - ii Enter the last 4 digits of the credit card number and press "Enter";
 - iii Enter the amount and press "Enter"
 - b To process a credit card manually:
 - i Go to the credit card machine;
 - ii Enter the credit card number on the keypad and press "Enter";
 - iii Enter the expiration date in the mmyy format without spaces or slashes and press "Enter";
 - iv Press "Enter" to the question, "Is the Card Present Y/N";
 - v Enter Amount and press "Enter";
 - vi If the machine prompts you to "Enter Billing Zip", simply press "Enter". You are now ready to enter the payment into TOPS.
- E Enter the amount owed in the "Amount (\$)" field. [Tab] over one column to the "Pymt. Type" field.
- F Choose a payment type from the drop-down list and [Tab] six (6) times to get to the "Credit Card Type" field.
- G Choose from the drop-down list which brand of credit card was used, if any. If no credit card was used, [Tab] once more to the "Check/ CC#" field.

- H Enter the check or credit card number without spaces or dashes of any kind and [Tab] over to the “Cardholder Name” field.
- I Enter the name of the cardholder/ check writer’s name as it appears on the credit card/ check, then [Tab] next to the “Expiration” field.
- J Enter the 2-digit month and 2-digit year off the credit card with no spaces or slashes: e.g. 0205, 1205, 1005, etc; [Tab] next to the “Authorization” field.
- K Enter either the 6-digit (credit card) or the 4-digit (personal check) authorization to complete processing of the payment.

V Releasing Vehicle

- A After payment is received, click on the Complete Call button located at the lower, left hand part of the screen to bring up the inventory information field.
- B Double-click on the “Date Out:” field to time stamp the release and [Tab] down to the “Notes:” field.
- C Type in the documents used to secure release: e.g. state DL or government issued ID and one of the seven (7) proofs of ownership, then [Tab] two (2) times to the “Name” field.
- D Enter the Name as it appears on the documents presented. The name must match the name on the proof of ownership and the DL/ID presented to secure release. If the person is a wrecker company employee with a hold harmless form, Type the name of the person handing you the form. Then [Tab] to the “Address1:” field.
- E Verify that the address on the documents presented is the same as the owner’s current address. Always ask if the address shown is their current address. If not, enter in the corrected address. If there is an apartment or suite number to the address, put that in the “Address2:” field. If the person is a wrecker company employee with a hold harmless form, enter the wrecker company name on the “Address1:” line and the wrecker company address on the “Address2:” line. [Tab] one time to the “City/ST/Zip:” field which are self-explanatory. Then [Tab] one time to the “DL#/ST:” field, enter the DL/ID number and what state issued it, if applicable. If it’s a military ID or passport, there will not be an issuing state, leave the state part of the field blank. [Tab] one time to “Phone #: field.
- F Ask the owner if there is a daytime phone number they can be reached at. If they say no.... leave blank. In the case of a wrecker company employee, put the company phone number in this field, not the employee’s number.

- G After all information is complete, click on the Save button at the bottom of the screen. After call is saved, click the Print Receipt button to print out three copies of the receipt. On the first receipt, write the call number at the top and place with your drop sheet to be added later. On the second receipt, write the call number at the top, sign your name at the bottom and hand to the owner for them to read the disclaimer and sign their name by yours. The third receipt is for you to sign to give to the owner for them to keep.
- H After the customer has left, write the information on the drop sheet and help the next customer. You are done.

VI Updates

- A Any field or “button” that is sharp and black can be utilized, either by changing the information in a field or clicking on a button. If the name of the field or button is gray, you do not have sufficient clearance to change the information.

**Operating Procedures Handbook for
Growdon Road
Vehicle Storage Facility**

SECTION:
OPERATION
S

PONT =
RENA =

PROCEDU
RE:

SUBJECT: NCIC
CODES

I PAGE 1
OF 4

I.
MAKE CODES:

AMER = AMERICAN
MOTORS
AUDI = AUDI
BMW = BMW
BUIC = BUICK
CADI =
CADILLAC PONTI
CHEV = AC
CHEVROLET RENA
CHRY = ULT
CHRYSLER
DATS = DATSUN
DODG = DODGE
FIAT = FIAT

NISS = NISSAN
OLDS = OLDSMOBILE
OPEL = OPEL
PLYM = PLYMOUTH

FORD = FORD
GMC = GENERAL MTRS.
CORP.
HOND = HONDA
ISU = ISUZU
JAGU = JAGUAR
LINC = LINCOLN
LOTU = LOTUS
MAZD = MAZDA
MERZ = MERCEDES
BENZ
MERC = MERCURY

ROL = ROLLS ROYCE
SAA = SAAB
TOYT = TOYOTA
TRIU = TRIUMPH
VOLK = VOLKS WAGON

SEE NCIC CODE MANUAL FOR ADDITIONAL MAKE CODES.

FOR JEEP CODES SEE TRUCK CODES.

II. MOTORCYCLE MAKE CODES:

TEXAS VEHICLE STORAGE OF SAN ANTONIO

KAWK = KAWASAKI
HOND = HONDA

III. TRAILER MAKE CODES (SEE NCIC MANUAL) HMDE =
HOMEMADE

IV. TRUCK MAKE CODES (SEE NCIC MANUAL)

V. MODEL CODES:

PLACE 'TK' IN MODEL FIELD TO DISTINGUISH TRUCKS AND BUSES FROM OTHER TYPES OF VEHICLES. USE CYL FOR MOTORCYCLES AND "TL" FOR TRAILERS.

VI. VEHICLE PARTS CATEGORY CODES:

VII.

BB = BUCKET SEATS
BM = BUMPER
TM = CAMPER SHELL
DA = DASHBOARD
DO = DOOR
EN = ENGINE
FN = FENDER
FX = FRONT END

YEL = YELLOW
FM = MOTORCYCLE
FRAME
SQ = SEAT
TK = TANK, FUEL
TI = TIRE
TN = TRANSMISSION
TD = TRUNK LTD
WH = WHEEL
HW = HOOD

VEHICLE COLOR:

SIL = ALUMINUM
BGE = BEIGE
BLK = BLACK
BLU = BLUE
DBL = BLUE, DARK
LBL = BLUE, LIGHT
BRZ = BRONZE
BRO = BROWN
MAR = BURGANDY
COM = CHROME
CPR = COPPER
CRM = CREAM
GLD = GOLD
GRY = GRAY
GRN = GREEN

DGR = GREEN, DARK
LGR = GREEN, LIGHT
CRM = IVORY
LAV = LAVENDER
MAR = MAROON
MUL COL =
MULTICOLORED
ONG = ORANGE
PNK = PINK
PLE = PURPLE
RED = RED
SIL = SILVER
COM = STAINLESS
STEEL

TAN = TAN
TRQ = TOURQUOISE

WHI = WHITE

III. BOATS:

- A. COLOR - THE COLOR FOR BOATS IS A THREE (3) LETTER CODE FOUND IN THE NCIC MANUAL. WHEN LISTING THE COLORS OF A BOAT, LIST THE DOMINANT COLOR FIRST, FOLLOWED BY THE NEXT MOST PREVALENT COLOR.
- B. MAKE - SEE NCIC CODE MANUAL.

D. LEN — IS THE LENGTH IN FEET.

E. MAT - HULL MATERIAL

ML = METAL

PL = PLASTIC

WD = WOOD

OT = OTHER

F. PROP TYPE (TYPE PROPULSION):

IN = INBOARD, INBOARD/OUTBOARD

MP = MANUAL (OARS)

OB = OUTBOARD

SA = SAIL ONLY

SI = SAIL WITH AUXILARY iNBOARD

SO = SAIL WITH AUXILARY OUTBOARD

G. POWER DISP (POWER DISPLACEMENT):

IF ABLE TO DETERMINE, LIST ACCORDING TO NCIC CODE MANUAL. IF UNABLE TO DETERMINE, SKIP.

H. BOAT PARTS:

CATEGORY - SAME AS FOR VEHICLE PARTS, NCIC CODE MANUAL.

EXAMPLE: OB = OUTBOARD AND OD = OUTDRIVE

IX. REASON FOR IMPOUNDMENT:

X.	03 = PARKING VIOLATION
01 = WRECKED	04 = RECOVERED STOLEN
02 = PRISONER'S PROPERTY	05 = EVIDENCE

07 = FORFEITURE
08 = BURNED
10 = RED STICKER

UNIT CODES:

99 = AIRPORT SEC.
93 = ARSON
26 = ASSET SEIZURE
15 = AUTO THEFT
17 = BICYCLE
11 = COURT ORDERS/UNPAID
PARKING
12 = TOWED - NOT
IMPOUNDED

13 = VEHICLE RELOCATED
14 = OUTSIDE STOLEN
15 = NO PARKING PERMIT
16 = ICE/EVIDENCE
09 = MISCELLANEOUS

98 = PARK RANGERS
04 = PROPERTY ROOM
01 = RECORDS
02=RMC
66 = ROBBERY
(EXPLAIN)

22= BURGLARY

75 = CID

09 DISPATCHER

= PROCESSING

07 PATROL

= FIELD OPS 11

08 PATROL

= FIELD OPS III

09 PATROL

= FORGERY

68 33 =

= HOMICIDE

03 = ID

SECTION

51 = LIASON

OFFICE

00 = ALL OTHER

SAPD

05 = ROP

33 = SEX CRIMES

40 = STATE HOSPITAL

11 = THEFT

56 = TRAFFIC SERVICE

BUREAU

50 = VIOLATIONS

77 = VEHICLE STORAGE

UNIT

88 = VICE

44 = YOUTH BUREAU

23 = INTELLIGENCE

20 = MUNICIPAL COURT

55 = NARCOTICS

XI. OVERSIZED VEHICLES (CLASS DESIGNATION)

CLASS

01 =

VEHICLES

NOT

OVER 20 FEET LONG OR 7 FEET
IS THE USUAL PASSENGER CAR,
PICK UP, ETC.

WIDE.
THIS

CLASS

02

CLASS

03 =

CLASS 04 =

= VEHICLE OVER 20 FEET LONG BUT NOT
OVER 40 FEET OR, A VEHICLE OVER 7 FEET

WIDE. FEET LONG. EXAMPLE: TRACTOR/TRAILER
RIG. A
A SEPARATE IMPOUND CARD SHOULD BE
COMBIN FILLED OUT ON THE
ATION TRACTOR AND THE TRAILER, IF ATTACHED AT
OF THE TIME OF
VEHICL IMPOUNDMENT.
ES
(TRACT A SINGLE VEHICLE OVER 40 FEET LONG (AN
OR/TRAI EXAMPLE WOULD BE A BUS OVER 40 FEET IN
LER) LENGTH
OVER 40

4. WHENEVER THE REPAIR SHOP SENDS A WRECKER FROM ANOTHER COMPANY TO PICK UP THE VEHICLE THE LETTER WILL INDICATE WHAT WRECKER COMPANY IS AUTHORIZED TO CLAIM THE VEHICLE.

- D. VEHICLES IMPOUNDED AS **DOWNTOWN PARKING VIOLATIONS** ARE RELEASED TO THE OWNER WITH DRIVER'S LICENSE OR OTHER ID (CAR KEYS, PARKING TICKET, ETC.) TO SATISFY PROOF OF OWNERSHIP.

- E. A LEASED VEHICLE MAY BE RELEASED TO THE DRIVER PRESENTING A COPY OF THE LEASE AGREEMENT WITH THE PROPER VIN AND PERSONAL IDENTIFICATION.

- F. IF AN OUT OF TOWN OWNER IS REQUIRED TO TRANSMIT RELEASE AUTHORIZATION IT WILL BE NECESSARY FOR THEM TO SEND A NOTARIZED STATEMENT THROUGH THE MAIL STATING:
 1. THAT THEY ARE THE OWNER OF THE VEHICLE IN QUESTION;
 2. A DESCRIPTION OF THE VEHICLE THAT INCLUDES THE VEHICLE IDENTIFICATION NUMBER (VIN) AND
 3. A STATEMENT AUTHORIZING THE RELEASE OF THE VEHICLE AND THE NAME OF THE PERSON WHO IS TO BE ALLOWED TO CLAIM THE VEHICLE.

SEVERAL COMPANIES PROVIDE OVERNIGHT DELIVERY SERVICE INCLUDING THE U. S. POSTAL SERVICE. ADVISE CUSTOMERS TO CONSULT THE YELLOW PAGES UNDER, "DELIVERY SERVICE."

NOTE: A FAXED DOCUMENT THAT FULFILLS THE ABOVE REQUIREMENTS IS ACCEPTABLE IF THE NOTARY SEAL IS VISIBLE.

- G. VEHICLE STORAGE SUPERVISORY PERSONNEL MAY RELEASE A VEHICLE WHERE HE/SHE IS SUFFICIENTLY SATISFIED THROUGH DOCUMENTATION THAT THE PERSON APPLYING FOR THE RELEASE OF THE TEXAS VEHICLE STORAGE OF SAN ANTONIO

VEHICLE IS THE RIGHTFUL OWNER OR PERSON AUTHORIZED TO RECEIVE THE VEHICLE.

- H. VEHICLES IMPOUNDED ON AN “ORDER OF IMPOUNDMENT” BY MUNICIPAL COURT (NON-PAYMENT OF PARKING TICKETS -SELDOM USED):
1. A “HOLD” FOR MUNICIPAL COURT SHOULD BE ON EACH VEHICLE IMPOUNDED UNDER THE ABOVE ORDINANCE.
 2. RELEASE ONLY WHEN AN “ORDER AUTHORIZING RELEASE OF IMPOUNDED VEHICLE” IS RECEIVED FROM MUNICIPAL COURT.
 3. ATTACH COPY OF COMPUTER RECEIPT TO RELEASE OR LIST THE FOLLOWING ON THE RELEASE:
 - (A) DATE AND TIME THAT THE VEHICLE WAS RELEASED.
 - (B) SIGNATURE OF THE PERSON CLAIMING THE VEHICLE.
 - (C) SIGNATURE OF THE PERSON RELEASING THE VEHICLE.
 4. ANY ITEMS ALLEGED TO BE MISSING FROM THE VEHICLE SHALL BE ENUMERATED ON THE RELEASE BY THE PERSON RECLAIMING THE VEHICLE.
 5. A COPY OF THE RELEASE WILL BE GIVEN TO THE PERSON CLAIMING THE VEHICLE.
 6. THE RELEASE (ORIGINAL) SHALL BE FORWARDED TO THE SERGEANT FOR APPROVAL BEFORE IT IS RETURNED TO THE COURT.
- I. VEHICLES IMPOUNDED FOR “UNPAID PARKING TICKETS” UNDER CITY ORDINANCE (DECLARED CIVIL OFFENSES – MOST USED):
1. IN ADDITION TO REGULAR TOWING, IMPOUND AND STORAGE FEES, COLLECT ALL FINES AND BOOTING FEES THAT ARE DUE.

2. THE FOLLOWING ARE THE ONLY ACCEPTABLE METHODS OF PAYMENT FOR FINES AND/OR BOOTING FEES:

- (A) CASH
- (B) CASHIER'S CHECK
- (C) MONEY ORDER

K. RELEASE OF PROPERTY FROM VEHICLES:

- 1. PROPERTY ATTACHED TO AN IMPOUNDED VEHICLE SUCH AS RADIOS ARE NOT TO BE RELEASED TO THE OWNER OF THE VEHICLE WITHOUT THE APPROVAL OF A SUPERVISOR OR ABOVE.
- 2. PERSONAL PROPERTY STORED INSIDE THE VEHICLE MAY BE RELEASED TO THE OWNER OF THE VEHICLE OR SOMEONE DESIGNATED BY THE OWNER OF THE VEHICLE. AN ITEMIZED LIST OF PROPERTY RELEASED WILL BE LISTED ON THE PROPERTY RELEASE FORM AND ATTACHED TO THE IMPOUND CARD. THIS LISTING IS TO BE SIGNED BY THE PERSON CLAIMING THE PROPERTY AND BY THE CLERK WHO RELEASED THE PROPERTY.

L. AUCTION NOTIFICATION FORM:

VEHICLE OWNERS SHOULD BE ASKED TO SIGN THIS FORM WHENEVER THEY MAKE A REQUEST TO VIEW THEIR IMPOUNDED VEHICLE. THIS WILL SERVE AS THEIR NOTIFICATION IN LIEU OF A CERTIFIED LETTER. THE SIGNED FORM SHOULD BE FORWARDED TO THE DOWNTOWN AUCTION TEAM.

**Operating Procedures Handbook for
Growdon Road
Vehicle Storage Facility**

SECTION: OPERATIONS

SUBJECT: NO CHARGE AND ADJUSTED CHARGES

I. DEFINITIONS:

- A. NO CHARGE - ALL CHARGES INCLUDING WRECKER CHARGES, IMPOUND FEE AND STORAGES ARE DROPPED.
- B. ADJUSTED CHARGE - A REDUCTION IN THE NUMBER OF DAYS CHARGED FOR STORAGE.

II. AUTHORITY FOR NO CHARGE OR ADJUSTED CHARGES

- A. ANY MANAGER OR ABOVE ASSIGNED TO VEHICLE STORAGE IS AUTHORIZED TO MAKE A "NO CHARGE" RELEASE.
- B. THE COMPLETE NO CHARGE OF A VEHICLE BY A UNIT OUTSIDE THE SUPPORT SERVICES DIVISION MUST BE AUTHORIZED IN WRITING. THE WRITTEN AUTHORIZATION MUST BE RECEIVED BY VEHICLE STORAGE PERSONNEL PRIOR TO THE RELEASE OF THE VEHICLE.

III. NO CHARGE RELEASE PROCEDURE

- A. OBTAIN AUTHORITY AND JUSTIFICATION FOR THE RELEASE AT NO CHARGE OR WITH ADJUSTED CHARGES.
- B. RELEASE THE VEHICLE OR OTHER PROPERTY ACCORDING TO ESTABLISHED PROCEDURES.
- C. PREPARE "NO CHARGE RELEASE REPORT." GIVE COMPLETE JUSTIFICATION. ANYONE READING

THIS REPORT SHOULD BE ABLE TO DETERMINE EXACTLY WHY THE VEHICLE WAS “NO CHARGED” WITHOUT MAKING ANY ADDITIONAL INQUIRIES.

D. EXAMPLES OF JUSTIFICATION:

1. PERSON ARRESTED BUT NOT BOOKED INTO JAIL - OCCURS MOST FREQUENTLY WHEN SOMEONE IS ARRESTED FOR DWI AND SUBSEQUENTLY PASSES THE BREATH TEST.
2. PHYSICAL EVIDENCE - IMPOUNDED FOR THE CONVENIENCE OF THE DEPARTMENT.
3. POLICE DEPARTMENT/OFFICER ERROR.
4. IMPROPER/LATE NOTIFICATION - MOSTLY USED IN REFERENCE TO RECOVERED STOLEN VEHICLES.
5. IF JUSTIFICATION DOES NOT FALL WITHIN THE ABOVE LISTED SECTIONS, A “NO CHARGE” IS NOT PERMISSIBLE BY PERSONNEL OUTSIDE THE SUPPORT SERVICES DIVISION UNLESS AUTHORIZED BY SHIFT SUPERVISOR OR ABOVE.

**Operating Procedures Handbook for
Growdon Road
Vehicle Storage Facility**

SECTION: OPERATIONS

SUBJECT: HOLDS

I. GENERAL INFORMATION

- A. A "HOLD" IS PLACED ON A VEHICLE WHEN FURTHER INVESTIGATION IN A POLICE MATTER IS REQUIRED.
- B. (VEHICLE DETAINER FOR PHYSICAL EVIDENCE) IS REQUIRED TO DETAIN A VEHICLE EXCEPT WHEN THE HOLD IS IN REFERENCE TO AN ORDER OF IMPOUNDMENT" FROM A MUNICIPAL COURTJUDGE.
- C. A "HOLD" IS GOOD FOR ONLY 72 HOURS UNLESS APPROVED BY A DIVISION COMMANDER. A HOLD FOR MUNICIPAL COURT IS GOOD UNTIL A SIGNED ORDER OF RELEASE IS RECEIVED FROM A MUNICIPAL COURT JUDGE.
- D. WHEN A VEHICLE IS RECEIVED ON AN "ORDER OF IMPOUNDMENT" FROM MUNICIPAL COURT, A HOLD WILL ALWAYS BE PLACED ON THE VEHICLE AND WILL NOT BE RELEASED UNTIL THE PROPER RELEASE IS RECEIVED FROM THE COURT.
- E. A VEHICLE IS RELEASED AFTER 72 HOURS IF EXTENSION OF TIME IS NOT APPROVED BY A DIVISION COMMANDER. HOWEVER, WE DO NOT WISH TO CAUSE UNNECESSARY COMPLICATIONS TO ANY POLICE INVESTIGATION. THEREFORE, THE FOLLOWING PROCEDURE IS TO BE FOLLOWED IN REFERENCE TO "HOLDS:"
 - 1. EACH MORNING THE DAY SHIFT WILL BE RESPONSIBLE FOR CLEARING ALL HOLDS THAT ARE OVER 72 HOURS OLD. THE FOLLOW-UP UNIT

WILL BE CONTACTED AND A DETERMINATION MADE AS TO WHETHER THE HOLD WILL BE CANCELLED OR REMAIN IN EFFECT. IF THE FOLLOW-UP UNIT WISHES TO KEEP THE HOLD IN EFFECT THEY SHOULD BE REMINDED TO FORWARD A FORM I 10-VH SIGNED BY THE DIVISION COMMANDER HOLDS FOR AUTO THEFT AND TIU ARE EXEMPTED FROM THIS PROCEDURE AND CAN BE CANCELLED AFTER 72 HOURS IF THE FORM I 10-VH HAS NOT BEEN RECEIVED.

2. VEHICLES ON HOLD FOR MORE THAN 72 HOURS (SIGNED BY DIVISION COMMANDER) ARE RELEASED ON A VEHICLE RELEASE AUTHORIZATION FORM.

F. A COURT OF COMPETENT JURISDICTION CAN RELEASE A VEHICLE EVEN THOUGH THE VEHICLE IS ON "HOLD."

G. THE IMPOUND CARDS FOR ALL VEHICLES ON HOLD ARE KEPT IN A SEPARATE FILE AND IT IS IMPORTANT FOR US TO KEEP THIS FILE UP-TO-DATE. THE IMPOUND CARD SHOULD BE REMOVED AND TEXAS VEHICLE STORAGE OF SAN ANTONIO SHOULD BE NOTIFIED WHENEVER A HOLD IS REMOVED BY SOMEONE AT THE DOWNTOWN POUND.

**Operating Procedures Handbook for
Growdon Road
Vehicle Storage Facility**

SECTION: OPERATIONS

SUBJECT: COMPLAINTS

- I. COMPLAINTS ARE TO BE HANDLED AT THE LOWEST LEVEL POSSIBLE AND AS NECESSARY, REFERRED THROUGH THE CHAIN OF COMMAND. AN EXCEPTION TO THIS RULE APPLIES TO COMPLAINTS OF DAMAGE OR LOSS TO IMPOUNDED OR TOWED PROPERTY. SEE PROCEDURE BELOW.

- II. REPORTING DAMAGE OR LOSS COMPLAINTS:
 - A. INSPECT VEHICLE AND ATTEMPT TO VERIFY CLAIM OF DAMAGE OR LOSS.

 - B. COMPLETE COMPLAINT REPORT IN ITS ENTIRETY, INCLUDING ANY OPINION AS TO THE VALIDITY OF THE COMPLAINT AND THE BASIS FOR YOUR OPINION.

 - C. IN ADDITION TO THE CLERK'S "DAMAGE/COMPLAINT REPORT" THE ON DUTY SUPERVISOR WILL SUBMIT A SUPPLEMENTAL REPORT WITH HIS OBSERVATIONS AND RECOMMENDATIONS REGARDING THE VALIDITY OF THE COMPLAINT AND ANY DETERMINATION OF RESPONSIBILITY THAT CAN BE MADE.

 - D. IF THERE IS NO MANAGER ON DUTY WHEN THE COMPLAINT REPORT IS MADE THE SUPPLEMENT SHOULD BE MADE BY THE SUPERVISOR ON DUTY.

 - E. ADVISE COMPLAINANT THAT THE TOWING CONTRACTOR HAS 15 DAYS TO INVESTIGATE AND RESPOND IN WRITING TO VEHICLE STORAGE.

 - F. ROUTE REPORTS AS REQUIRED.

 - G. UNDER NO CIRCUMSTANCES ADMIT LIABILITY OR
TEXAS VEHICLE STORAGE OF SAN ANTONIO

FAULT ON BEHALF OF THE CITY OF SAN ANTONIO. IF
A PERSON WISHES TO FILE A CLAIM AGAINST THE
CITY THEY MAY DO SO BY SUBMITTING A CLAIM BY

**Operating Procedures Handbook for
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SECTION: OPERATIONS
SUBJECT: CHECKS AND CREDIT CARDS

ALL MONIES ARE DUE AT THE TIME SERVICE IS RENDERED. CHECKS AND CREDIT CARDS ARE ACCEPTABLE AS PAYMENT, PROVIDED THAT REASONABLE STEPS ARE FOLLOWED TO IN SURE THAT EACH WILL BE PAID BY THE BANK OF ISSUE. CAREFUL STEPS MUST BE TAKEN TO PREVENT UNNECESSARY LOSS.

I. IMPOUND AND AUCTION FEES MAY BE PAID BY:

- A. COMPANY CHECK
- B. PERSONAL CHECK
- C. CASHIER'S CHECK (BANK ISSUED)
- D. MONEY ORDER (CORRECT AMOUNT)
- E. TRAVELER'S CHECK
- F. APPROVED CREDIT CARD

NOTE: ALL MONEY ORDERS & CHECKS MADE TO:

TEXAS VEHICLE STORAGE _____

II. TYPES OF CHECKS THAT ARE NOT ACCEPTABLE:

- A. PERSONAL CHECKS THAT REQUIRE MORE THAN ONE (1) SIGNATURE FOR PAYMENT IF ONLY ONE ENDORSEE IS PRESENT;
- B. CHECKS PAYABLE FOR MORE THAN THE AMOUNT DUE. CHECKS MUST BE FOR THE EXACT AMOUNT. REFUNDS OR CHANGE WILL NOT BE MADE;

- C. CHECKS FROM PERSONS CREATING A DISTURBANCE AT VEHICLE STORAGE FACILITY OR THOSE WHO REFUSE TO GIVE THE REQUIRED INFORMATION, I. E., TELEPHONE NUMBER, PLACE OF EMPLOYMENT;
 - D. CHECKS FROM IRATE INDIVIDUALS WHO FILE A SUSPICIOUS CLAIM FOR DAMAGES TO THEIR VEHICLES;
 - E. CHECKS FROM A PERSON WHO, AFTER VERIFYING WITH A BANK DURING NORMAL BUSINESS HOURS, DOES NOT HAVE SUFFICIENT FUNDS IN HIS ACCOUNT TO COVER THE CHECK WRITTEN;
 - F. CHECKS FROM PERSONS WHOSE MANNER, BEHAVIOR, OR DOCUMENTATION PRESENTED WOULD LEAD A REASONABLE PERSON TO BELIEVE THAT THE CHECK MAY BE WORTHLESS OR THAT PAYMENT MAY BE STOPPED;
 - G. TWO PARTY CHECKS;
 - H. CHECKS FROM UNEMPLOYED INDIVIDUALS, OR IN THE CASE OF TWO NAME CHECKS, WHERE NEITHER IS EMPLOYED; (DOES NOT MEAN RETIREES OR DISABLED INDIVIDUALS THAT MAY POSSESS ACTIVE AND VALID ACCOUNTS);
 - I. TEMPORARY CHECKS.
- III. TYPES OF CHECKS THAT REQUIRE SUPERVISOR'S APPROVAL (SHIFT SUPERVISOR)
- A. ADDRESS OUTSIDE BEXAR COUNTY, OR OUT OF STATE;
 - B. CHECKS FROM PERSISTENT CLIENTS: (not covered by above policy)
- IV. HANDLING CHECKS:
- A. EXAMINE CHECK AND DETERMINE IF ACCEPTABLE. VERIFY WITH LOCAL BANK DURING BUSINESS HOURS;

- B. EXAMINE PERSONAL IDENTIFICATION - BEFORE WE WILL ACCEPT ANY CHECK FOR PAYMENT OF FEES, THE CHECK WRITER MUST PRESENT TWO (2) ITEMS OF IDENTIFICATION;
1. ONE MUST BE A **PHOTO ID**. ANY OFFICIAL GOVERNMENTALLY ISSUED PHOTO ID IS ACCEPTABLE; (CHECK WRITER'S PHOTO MUST BE ON ID.)
 2. THE SECOND ITEM OF IDENTIFICATION DOES NOT REQUIRE A PHOTO, BUT SHOULD APPEAR REASONABLY OFFICIAL AND BE IN THE CHECK WRITER'S NAME. THIS CAN BE A CREDIT CARD, MEMBERSHIP CARD, CHECK STUB, ETC.;
 3. AN EXCEPTION TO REQUIREMENT NO.1 (PHOTO ID) IS ALLOWED WHEN THE CHECK WRITER IS PRESENTING A TEMPORARY LICENSE USED WHEN A LICENSE HAS BEEN LOST OR STOLEN. IN THESE INSTANCES, TWO ADDITIONAL ITEMS OF IDENTIFICATION WILL BE REQUIRED. TEMPORARY LICENSE MUST BE VALID

- C. COMPARE IDENTIFICATION PRESENTED WITH PERSON AUTHORIZED TO RECEIVE VEHICLE. REFER TO SUPERVISOR IF **NEEDED**.
- D. DO NOT ACCEPT PERSONAL CHECKS WRITTEN ON A NAME/ACCOUNT IF THAT PERSON IS NOT PRESENT AT THE RELEASE WINDOW IN PERSON, WITH THE REQUIRED IDENTIFICATION. EXCEPTIONS TO THIS RULE REQUIRE SUPERVISORY APPROVAL.
- E. BE SURE TO WRITE KEYCARD# ON THE CHECK.
- F. MAKE REQUIRED COMPUTER ENTRIES.

V. CREDIT CARDS

- A. TYPES OF CREDIT CARDS ACCEPTED WITH PROPER IDENTIFICATION:
 - 1. AMERICAN EXPRESS CARDS;
 - 2. DISCOVER CARDS;
 - 3. MASTER CARD CARDS;
 - 4. VISA CARDS.
- B. MAKE SURE THAT THE PERSON PRESENTING THE CARD IS THE CARDHOLDER. CARDS PRESENTED BY FAMILY MEMBERS, OR EMPLOYERS, WILL BE ACCEPTED ONLY WITH THE REQUIRED IDENTIFICATION, AS WILL CARDS FROM BUSINESSES (REPOSSESSORS OR REPAIR SHOPS) IF THE PERSON PRESENTING THE CARD IS AN AUTHORIZED AGENT.

- C. CHECK EXPIRATION DATES ON CARDS. IF CARD DATE HAS EXPIRED, DO NOT ACCEPT;
- D. COMPARE SIGNATURE. IF SIGNATURE ON IDENTIFICATION THAT IS PRESENTED DOES NOT MATCH SIGNATURE ON BACK OF CARD, IF SIGNATURE PANEL ON CARD HAS BEEN ALTERED, OR IF THE CARD IS NOT SIGNED, DO NOT ACCEPT;
- E. CHECK CANCELLATION BULLETIN. IF CARD NUMBER APPEARS IN THE BULLETIN, DO NOT ACCEPT;
- F. IF THE MAGNETIC STRIP ON THE CREDIT CARD IS DEFECTIVE, OR HAS BEEN OBLITERATED, DO NOT ACCEPT;
- G. IF THE CREDIT CARD TERMINAL IS NOT OPERATIONAL INFORM THE CUSTOMER THAT HE MAY RETURN AT A LATER TIME TO PAY THE IMPOUNDMENT FEES, OR PAY WITH CASH OR AN APPROVED CHECK;
- H. ACCEPT CREDIT CARDS ONLY IF THEY ARE APPROVED AFTER BEING RUN ON CREDIT CARD TERMINAL;
- I. HAVE CARDHOLDER SIGN CREDIT CARD PRINTOUT AND GIVE THE CARDHOLDER THE YELLOW COPY, KEEPING THE ORIGINAL WHITE COPY IN THE CASH REGISTER FOR ACCOUNTING PURPOSES.
- J. NOTE: IF A CARDHOLDER PRESENTS AN APPROVED CREDIT CARD AND CAUSES, OR HAS CAUSED A DISTURBANCE, THIS IS NOT CAUSE TO NOT ACCEPT PAYMENT, PAYMENT IS GUARANTEED BY THE ISSUE BANK;
- K. AFTER CARD IS APPROVED AND PAYMENT IS MADE, ENTER THE CREDIT CARD'S NAME IN THE APPROPRIATE BLOCK ON THE COMPUTER AND THE REFERENCE NUMBER OF THE TRANSACTION. THE REFERENCE NUMBER WILL BE ON THE CREDIT CARD PRINTOUT.

- VI. CREDIT CARDS THAT REQUIRE SUPERVISOR'S APPROVAL
(TEAM LEADER OR ABOVE)
 - A. CARDS PRESENTED BY FRIENDS OF VEHICLE OWNER
 - B. CARDS PRESENTED BY BUSINESSES WHERE A QUESTION ARISES AS TO THE CARDHOLDER BEING AN AUTHORIZED AGENT.

**Operating Procedures Handbook for
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Vehicle Storage Facility**

SECTION: OPERATIONS

SUBJECT: DAILY RECEIPTS

COUNTING AND DEPOSIT OF MONEY:

- A. AT THE END OF EACH SHIFT COUNT THE DAILY RECEIPTS COLLECTED. THIS FIRST COUNTING OF THE SHIFT RECEIPTS IS THE RESPONSIBILITY OF THE CLERK WHO WORKED THE CASH REGISTER (RELEASE WINDOW).
- B. THE COUNT WILL BE VERIFIED BY THE HIGHEST RANKING SHIFT EMPLOYEE ON DUTY. THIS WILL NORMALLY BE THE DUTY OF THE SHIFT SUPERVISOR. IF THE SHIFT SUPERVISOR IS NOT ON DUTY IT WILL BE THE RESPONSIBILITY OF THE VEHICLE STORAGE CLERK SUPERVISOR. IF THE SHIFT SUPERVISOR AND THE VSCS ARE NOT ON DUTY, THE RESPONSIBILITY FOR VERIFYING THE COUNT WILL BE ASSUMED BY THE MOST SENIOR SHIFT EMPLOYEE.
- C. AFTER THE SHIFT RECEIPTS HAVE BEEN COUNTED BY THE EMPLOYEE WHO WORKED THE CASH REGISTER, AND VERIFIED BY ONE OF THE PERSONNEL LISTED IN B. ABOVE, THE CASH WILL BE BUNDLED AND GROUPED BY DENOMINATION OR CHECKS AND THE DEPOSIT REPORT WILL BE FILLED OUT BY THE EMPLOYEE WHO WORKED THE CASH REGISTER. THE REPORT WILL BE SIGNED BY THE CASHIER AND BY THE PERSON WHO VERIFIED THE COUNT.

- D. THE DEPOSIT WILL THEN BE DEPOSITED IN THE SAFE PROVIDED. THE DEPOSIT WILL BE WITNESSED BY BOTH OF THE EMPLOYEES WHO SIGNED THE DEPOSIT CARD AND THEY WILL BE EQUALLY RESPONSIBLE FOR THE DEPOSIT. THE TEAM LEADER WILL ALWAYS BE THE ONE WHO MAKES THE ACTUAL PHYSICAL DEPOSIT IN THE SAFE WHEN ON DUTY.
 - E. EACH NIGHT SHIFT WILL PREPARE THE DAILY ACCOUNTING REPORT AND WILL NOTE ANY CHANGE OR DISCREPEANCY AFFECTING THE RECEIPTS IN THE "REMARKS" COLUMN OF THE REPORT (FOR EXAMPLE: A "NO CHARGE").
- II. MONEY DISCREPANCIES:
- A. DEFINITION: ANY OCCASION OR SITUATION IN WHICH THERE IS AN UNAUTHORIZED DISAGREEMENT BETWEEN THE MONEY THAT SHOULD BE ACCOUNTED AND THE MONEY THAT HAS BEEN ACCOUNTED. THIS INCLUDES SHORTAGES, OVERAGES, THEFT, ETC. EXAMPLE OF AN AUTHORIZED DISAGREEMENT IS A "NO CHARGE" RELEASE.
 - B. REPORTING DISCREPANCY:
 - 1. ATTEMPT TO RESOLVE THE DISCREPANCY BY DOUBLE CHECKING OWN WORK.
 - 2. SECOND PERSON TO CHECK THE PAPERWORK.
 - 3. SUPERVISOR ON DUTY TO BE NOTIFIED.
 - 4. IF SUPERVISOR IS UNABLE TO RESOLVE, COMPLETE THE DEPOSITS NOTING THE DISCREPANCY AND INITIATE REPORT.
 - 5. AFFECTED PERSONS SUBMIT A REPORT.
 - 6. SUPERVISOR TO COMPLETE MONEY DISCREPANCY COVER SHEET.
 - C. RECORDING MONEY DISCREPANCIES:
 - 1. DETERMINE TYPE OF DISCREPANCY:

- (A) TYPE (1) ADMINISTRATIVE ERROR IN TRANSFERRING OF REQUIRED DATA TO FINAL BILLING, I.E., WRONG NUMBER OF STORAGE DAYS COUNTED, MILEAGE INCORRECT, MISTAKE MADE IN HOOK-UP CHARGES, ETC.
 - (B) TYPE (2) COLLECTION ERROR OF THE FINAL BILLING: CLERK HAS FAILED TO COLLECT THE CORRECT AMOUNT OR THE AMOUNT IN QUESTION CANNOT BE ACCOUNTED FOR OR IS NOT OF THE TYPE (1) CLASSIFICATION.
2. PERSONNEL DETERMINED TO HAVE A CHARGEABLE TYPE (1) DISCREPANCY WILL NOT BE REQUIRED TO MAKE UP THE AMOUNT OF THE SHORTAGE. THE FOLLOWING CHARGEABLE ERROR TABLE WILL APPLY:
- (A) CHARGEABLE ERROR TABLE OF DISCIPLINARY ACTION:
 - 1ST OCCASION - COUNSELING WITH DOCUMENTATION
 - 2ND OCCASION - ORAL REPRIMAND WITH DOCUMENTATION
 - 3RD OCCASION - WRITTEN REPRIMAND
 - 4TH OCCASION - DISCIPLINARY ACTION TO BE DETERMINED ON A CASE-BY-CASE BASIS WITH SUSPENSION A POSSIBILITY.
 - (B) RECORD CHARGEABLE ERRORS FOR EMPLOYEE EVALUATION REPORT.
 - (C) OCCASIONS APPLY ON A SIX MONTH BASIS: JAN –JUNE AND JULY — DEC.
 - (D) PROBATIONARY PERSONNEL ARE GRADED

Operating Procedures Handbook for Growdon Road Vehicle Storage Facility

SECTION: OPERATIONS

PROCEDURE: H
PAGE 1 OF 16

SUBJECT: VEHICLE IMPOUND MANAGEMENT SYSTEM (VIMS)

I. INTRODUCTION:

- A. ENTER VIMS TO GAIN ACCESS TO SYSTEM.
- B. THE FIRST DISPLAY IS THE MAIN MENU. THE NUMBER IN THE LOWER RIGHT CORNER OF EACH DISPLAY IDENTIFIES THE DISPLAY. THE MAIN MENU IS DISPLAY **NO.** 001. THE VIMS SYSTEM HAS ONLY SIX BASIC FUNCTIONS:
 - 1. ENTER A RECORD
 - 2. RECORD INQUIRY
 - 3. TAX INQUIRY
 - 4. TSR INQUIRY (NOT USED)
 - 5. HOT CHECK INQUIRY/UPDATE
 - 6. BLACKBALL INQUIRY/UPDATE
- C. THE TAX INQUIRY WILL BE USED BY THE AUCTION TEAM TO DETERMINE IF CITIZENS WISHING TO PARTICIPATE IN THE VEHICLE AUCTION ARE DELINQUENT IN THEIR CITY TAXES.
- D. ANY AREA OF A SCREEN THAT REQUIRES, OR ALLOWS, THE OPERATOR TO MAKE AN ENTRY IS CALLED A FIELD. SOME FIELDS ARE PROGRAMMED TO ONLY ACCEPT A NUMBER ENTRY AND WILL NOT ACCEPT A LETTER ENTRY.
- E. DATES ARE ENTERED AS USUAL, MONTH-DAY-YEAR. EXAMPLE: DEC. 25, 1988, WOULD BE ENTERED AS 122588.
- F. IN THE LOWER LEFT PORTION OF EACH DISPLAY IS A CMD FIELD. THIS IS THE COMMAND FIELD AND ALLOWS VARIOUS COMMANDS TO BE ENTERED.

G. THE COMMANDS THAT ARE AVAILABLE TO THE OPERATOR ARE AS FOLLOWS:

- B = PAGE BACKWARD
- A = RETURN TO PREVIOUS DISPLAY
- F = PAGE FORWARD
- X = EXIT VIMS
- ? = HELP SCREEN
- PA2 = PRINT DISPLAY
- E = RETURN TO MAIN MENU
- U = UPDATE RECORD & REMOVE "HOLD"
- I = RETURN TO INQUIRY MENU
- UH = 1. ADD DIVISION COMMANDER'S NAME TO A HOLD
2. PLACE HOLD ON VEHICLE AT A LATER DATE

H. THE FOLLOWING DISPLAYS ARE OBTAINED BY ENTERING THE LISTED COMMANDS IN THE COMMAND "CMD" FIELD:

- C=SIGN OUT DISPLAY
- R=RELEASE DISPLAY
- H=HOLD DISPLAY
- S=AUCTION DISPLAY
- M=MONEY DISPLAY
- T=TOWING DISPLAY
- O= OWNER DISPLAY
- N = STOLEN REPORT RECORD
- B = CHECK INFORMATION DISPLAY
- P = PRINT IMPOUND CARD OR COPY OF RELEASE
- K = PRINT COPY OF "NO CHARGE"
- Z = ADDITIONAL COMMENTS

I. A LISTING OF THE ABOVE COMMANDS IS AVAILABLE BY ENTERING "?" IN THE CMD FIELD.

J. IF IN DOUBT ABOUT WHAT TO ENTER IN A FIELD, PRESS THE ENTER KEY WHILE THE CURSOR IS IN THE FIELD IN QUESTION. THE DISPLAY WILL USUALLY GIVE SOME INSTRUCTIONS FOR THE FIELD IN THE UPPER LEFT PORTION OF THE DISPLAY.

K. TO ADVANCE RAPIDLY TO A FIELD, USE THE ARROW KEY NEXT TO THE "Q" KEY. TO GO BACK TO A PREVIOUS FIELD, USE THE ARROW KEY NEXT TO THE SLANT BAR (/) KEY.

L. DO NOT USE THE "SPACE BAR" TO ERASE ERRORS OR ENTRIES. USE THE ERASE E OF KEY.

M. DATES ARE TO BE ENTERED, MONTH-DAY—YEAR (122588).

II. VEHICLE ENTRY:

- A. BRING UP THE MAIN MENU, DISPLAY 001, BY ENTERING VD(S IN THE UPPER LEFT CORNER OF A BLANK SCREEN.
- B. PLACE AN "X" IN FRONT OF THE OPERATOR FIELD AND ENTER YOUR OPERATOR NUMBER THEN YOUR PASSWORD AND PRESS THE ENTER KEY.
- C. THE ENTRY MENU SHOULD BE DISPLAYED. THE ENTRY MENU IS DISPLAY 002.
 1. NO ENTRIES CAN BE MADE UNLESS A VALID OPERATOR NUMBER AND PASSWORD HAVE BEEN ENTERED.
 2. PLACE AN "X" IN FRONT OF THE APPROPRIATE POUND, THEN ADVANCE TO THE PROPER FIELD THAT INDICATES WHAT TYPE OF ENTRY YOU ARE MAKING AND ENTER AN "X." THERE ARE FIVE (5) ENTRY CATEGORIES. THEY ARE:
 - (A) VEHICLE
 - (B) VEHICLE PART
 - (C) BOAT
 - (D) BOAT PART
 - (E) MISCELLANEOUS
 3. ENTER ALL INFORMATION REQUESTED FOR THE IMPOUNDMENT YOU ARE MAKING. THE MAKE SHOULD BE THE NCIC LETTER DESIGNATION. SEE LIST OF CODES ATTACHED OR CONSULT THE NCIC CODE MANUAL.
 4. THERE ARE THREE (3) REQUIRED DESIGNATIONS THAT SHOULD BE ENTERED IN THE **MODEL** FIELD PRESENTLY IN EFFECT:

CYL= MOTORCYCLE
TK = TRUCK
TL = TRAILER

THE MODEL DESIGNATIONS FOR AUTOMOBILES ARE NUMEROUS AND ARE LISTED IN THE NCIC MANUAL, PART 8, SECTION 4.2. WE WILL CONTINUE TO ALLOW THE DESIGNATIONS 2DR AND 4DR TO BE USED FOR AUTOMOBILES AND NOT REQUIRE THE NCIC DESIGNATIONS.

5. IF THE VIN CANNOT BE DETERMINED ENTER "UNK."
 6. THE LICENSE NUMBER SHOULD BE TYPED WITH NO SPACES. ENTER WHATEVER LICENSE PLATE NUMBER IS ON THE VEHICLE. IF YOU LATER DISCOVER THAT THE PLATES ARE IMPROPER ENTER THE CORRECT LICENSE NUMBER IN THE FIELD LABELED MVD LIC.
 7. THE COLOR FIELD IS THE LAST ENTRY ON THIS DISPLAY AND ALLOWS TWO (2) ENTRIES OF THREE (3) CHARACTERS EACH. THE COLOR DESIGNATIONS FOR VEHICLES ARE FOUND IN THE NCIC CODE MANUAL AND SOME ARE LISTED IN THE CODE SECTION OF THESE INSTRUCTIONS.
 8. THERE ARE TWO FIELDS FOR COLOR ENTRY. IF THE VEHICLE IS ONE COLOR, ENTER THE COLOR DESIGNATION IN THE FIRST FIELD ONLY. WHEN DESCRIBING A VEHICLE OF TWO COLORS, THE ORDER OF LISTING IS FROM TOP TO BOTTOM AND FRONT TO REAR.
 9. AFTER ALL REQUIRED ENTRIES ARE MADE ON THIS DISPLAY PRESS THE ENTER KEY. THIS AUTOMATICALLY FORWARDS THE VIN FOR REGISTRATION AND STOLEN CHECK.
- D. THE NEXT SCREEN WILL BE THE IMPOUND MOTOR VEHICLE RECORD (003). THE YEAR, MAKE, MODEL, LICENSE NUMBER, COLOR, AND VIN WILL ALREADY BE LISTED.
1. IF THERE IS TO BE A HOLD PLACED ON THE VEHICLE, TYPE A "Y" IN THE FIRST HOLD FIELD, FOLLOWED BY THE NAME AND BADGE NUMBER OF THE OFFICER REQUESTING THE HOLD.
 2. THEN ENTER THE UNIT AND THE AGENCY THAT THE VEHICLE IS TO BE HELD FOR. A TWO DIGIT NUMBER IS REQUIRED FOR THE UNIT (SEE CODES).
 3. IF THERE IS NO DIVISION COMMANDER'S NAME AT THIS POINT, PLACE "NONE" IN THE APPLICABLE FIELD.
 4. IF THERE IS NO HOLD ON THE VEHICLE, TYPE "N" INSTEAD OF "1" AND SKIP ALL OTHER FIELDS THAT APPLY TO A HOLD.

5. THE FIRST FIELD UNDER IMPOUNDED FROM IS FOR A STREET ADDRESS. IF LOCATION IS FOR AN INTERSECTION, SKIP OVER THE FIRST FIELD AND ENTER THE INTERSECTION WITH A SLANT BAR (/) BETWEEN THE STREETS. IF THE SPACE IS LIMITED BECAUSE OF THE LENGTH OF THE STREET NAMES, YOU WILL HAVE TO ABBREVIATE.
 6. THE CASE NUMBER SHOULD ALWAYS SHOW THE YEAR FIRST, FOLLOWED BY A SIX (6) DIGIT NUMBER. FOR EXAMPLE, 89003521.
 7. SLOT CAN BE USED TO ENTER THE ROW NUMBER.
 8. RECEIVED BY IS FOR THE PERSON RECEIVING THE VEHICLE IMPOUNDMENT. USE YOUR TWO (2) DIGIT OPERATOR NUMBER RATHER THAN YOUR NAME. THE EMPLOYEE ENTERING THE IMPOUND INFORMATION INTO THE COMPUTER SHOULD ENTER THEIR OPERATOR NUMBER IN THE RECEIVED BY FIELD, REGARDLESS OF WHO DID THE ACTUAL IMPOUNDMENT. THE NAME OF THE VSC WHO ACTUALLY IMPOUNDED THE VEHICLE CAN BE DETERMINED FROM THE INSPECTION CARD, IF NEEDED.
 9. ALL NAMES, EXCEPT THE NAME OF THE LIEN HOLDER, ARE ENTERED, LAST NAME FIRST, COMMA, AND THEN THE FIRST NAME OR INITIAL.
- E. AFTER THE ENTER KEY IS PRESSED, THE SECOND PAGE OF THE IMPOUND MOTOR VEHICLE RECORD (008) SHOULD APPEAR.
- PLACE "X" IN FRONT OF ANY ITEMS THAT APPLY. IF ANY ITEM DOES NOT APPLY, SKIP TO THE NEXT FIELD WITHOUT MAKING ENTRIES.
- F. AFTER DISPLAY 008 IS ENTERED THE IMPOUND TOWING RECORD APPEARS.
1. THIS DISPLAY IS FOR PRICING AND WRECKER INFORMATION.
 2. ALSO, THE CLASS HAS TO BE ENTERED ON THIS PAGE. CLASSES VARY FROM 01 TO 04. REFER TO INSTRUCTIONS FOR OVERSIZED VEHICLES TO DETERMINE CLASS. IF NO ENTRY IS MADE FOR CLASS THE COMPUTER WILL AUTOMATICALLY DEFER TO CLASS 01.

3. PRICES SHOULD BE ENTERED CAREFULLY. EACH PRICE HAS TWO FIELDS. THE FIRST FIELD IS FOR DOLLAR AMOUNTS AND THE SECOND FIELD IS FOR CENTS. WHEN ENTERING DOLLAR AMOUNTS, YOU DO NOT HAVE TO WORRY ABOUT ALIGNING THE FIGURES - THE COMPUTER WILL TAKE CARE OF THIS WHEN THE DISPLAY IS ENTERED. JUST BE CERTAIN THAT THE DOLLAR AMOUNTS ARE ENTERED IN THE DOLLAR P1KW.
4. REMEMBER MILEAGE IS FOR COST AMOUNTS AND TOWED MILES IS FOR THE NUMBER OF MILES TOWED.
5. TYPE WRECKER CAN BE "S" FOR SMALL, "L" FOR LARGE OR "O" FOR OTHER.
6. WHEN ENTERING THE TSR NUMBER DO NOT SPACE BETWEEN THE LETTER AND THE NUMBERS. EXAMPLE: A12345.
7. ENTER CONTROL NUMBER FROM THE INSPECTION CARD. THIS NUMBER WILL BEGIN WITH A "DT" IF IMPOUNDED AT THE DOWNTOWN POUND AND "GR" IF IMPOUNDED AT THE GROWDON ROAD FACILITY.
8. WHEN ENTERING A VEHICLE THAT HAS BEEN DRIVEN IN OR BROUGHT IN WITHOUT HAVING TO BE TOWED, SKIP OVER THE TOWING INFORMATION SUCH AS TOWED FROM FRONT OR REAR, WHEEL LIFTS, ETC. ENTER DRIVEN IN UNDER THE FIELD FOR TOWED BY, OR WHATEVER STATEMENT IS APPLICABLE, AND "99" UNDER THE FIELD FOR THE TSR NUMBER. GIVE AN EXPLANATION IN THE DETAILS.
9. THIS DISPLAY ALSO CONTAINS A TWO (2) DIGIT FIELD FOR INFORMATION ON THE "SERVICE AREA" THE VEHICLE, OR OTHER PROPERTY WAS IMPOUNDED FROM. SEE "SERVICE AREA" MAP FOR INFORMATION IF THE SERVICE AREA IS NOT LISTED BY THE WRECKER DRIVER AT THE TOP OF THE TSR. THIS FIELD REQUIRES TWO DIGITS; THEREFORE, A ZERO SHOULD BE ADDED TO THE SERVICE AREA NUMBER. FOR EXAMPLE: SERVICE AREA NUMBER SEVEN (7) WOULD BE LISTED AS 70.

G. OWNER/LIEN HOLDER INFORMATION

1. IF REGISTRATION HAS RETURNED WHEN YOU GET TO THIS POINT IN YOUR ENTRY, ENTER A "0" IN THE "CMD" FIELD AND PRESS ENTER. THIS ENTERS THE INFORMATION THAT YOU HAVE TYPED ON THE DISPLAY AND BRINGS UP THE "OWNER" PAGE. MAKE THE APPROPRIATE ENTRIES ON THE "OWNER" DISPLAY. ALL NAMES, EXCEPT THE NAME OF A VEHICLE STORAGE CLERK OR WRECKER DRIVER, ARE ENTERED AS FOLLOWS:

NAMES OF INDIVIDUALS WILL HAVE TO BE ENTERED AS, LAST NAME FIRST, FOLLOWED BY A COMMA AND THEN THE FIRST NAME. EXAMPLE: SMITH, JOHN

THE NAMES OF BUSINESS ESTABLISHMENTS WILL BE ENTERED JUST AS THE NAME APPEARS. EXAMPLE: NORTH CENTRAL FORD

2. IF YOU DO NOT HAVE OWNER OR LIEN HOLDER INFORMATION, DO NOT ENTER "0" IN THE CMD LINE. INSTEAD, FOLLOW THE INSTRUCTIONS IN H. , BELOW, TO PRINT A HARDCOPY OF THE IMPOUND CARD.

H. IMPOUND CARD

1. TO PRINT A HARDCOPY OF THE IMPOUND CARD, TYPE A "P" IN THE CMD LINE AND PRESS THE ENTER KEY.
 2. THE COMPUTER AUTOMATICALLY WRITES AND ADDRESSES A LETTER TO THE REGISTERED OWNER AND LIEN HOLDER OF ALL VEHICLES IN THE POUND FOR THREE DAYS. THE COMPUTER OBTAINS THE NAMES AND ADDRESSES FROM THE INFORMATION THAT HAS BEEN ENTERED ON THE OWNER PAGE. YOU CAN SEE THAT A MISTAKE ON THE OWNER PAGE WILL ALSO AFFECT THE LETTER. USE CAUTION WHEN ENTERING THE LICENSE NO., VIN AND OWNER/LIEN HOLDER INFORMATION. DOUBLE CHECK YOUR WORK!
- I. AFTER AN IMPOUND IS MADE THE COMPUTER WILL GO BACK TO THE ENTRY MENU (002) TO ALLOW ANOTHER ENTRY.
- J. "X" PLACED IN THE QID FIELD WILL EXIT THE SYSTEM COMPLETELY WHEN THE ENTER KEY IS PRESSED.

III. INQUIRIES:

- A. TO BEGIN AN INQUIRY, ENTER VIMS IN THE UPPER LEFT CORNER OF A BLANK SCREEN. WHEN THE DISPLAY RETURNS PLACE AN "X" IN FRONT OF "INQUIRY" AND THEN ENTER A TWO DIGIT OPERATOR NUMBER. IF THE PERSON MAKING THE INQUIRY IS NOT PLANNING TO UPDATE THE VIMS SYSTEM IN ANYWAY, ANY TWO DIGIT NUMBER IS ACCEPTABLE. ANY CHANGES TO THE SYSTEM REQUIRE AN ASSIGNED OPERATOR NUMBER AND PASSWORD. AFTER ENTER KEY IS PRESSED THE INQUIRY MENU SHOULD THEN BE DISPLAYED.

- B. ALL INQUIRIES ARE BEGUN BY PLACING AN "X" IN FRONT OF THE CATEGORY YOU WISH TO USE FOR THE SEARCH. FOR EXAMPLE, TO SEARCH FOR A PARTICULAR VEHICLE BY MAKE:
 - 1. PLACE AN "X" IN FRONT OF THE "MAKE" CATEGORY AND PRESS THE ENTER KEY.
 - 2. THE CURSOR WILL THEN MOVE TO THE MAKE FIELD. ENTER THE MAKE BY USING THE NCIC DESIGNATION FOR THE MAKE YOU ARE INTERESTED IN. PRESS THE ENTER KEY.
 - 3. THE CURSOR WILL THEN MOVE TO THE DATE FIELD. THE PROGRAM IS ASKING FOR THE DATE-OF-IMPOUNDMENT.
 - (A) TO OBTAIN A LIST OF VEHICLES IMPOUNDED ON A PARTICULAR DATE, ENTER A "D" OR AN "X" IN THE SINGLE CHARACTER FIELD IMMEDIATELY FOLLOWING THE DATE FIELD.
 - (B) TO OBTAIN A LIST OF ALL VEHICLES IMPOUNDED FOR THE ENTIRE MONTH, LEAVE THE SINGLE CHARACTER FIELD THAT FOLLOWS THE DATE FIELD BLANK.

- C. VARIOUS LISTS CAN BE OBTAINED USING THE INQUIRY MENU. FOR INSTANCE, YOU CAN OBTAIN A LIST OF ALL VEHICLES IMPOUNDED AS RECOVERED STOLEN ON A PARTICULAR DATE BY USING THE FOLLOWING PROCEDURE:
 - 1. ENTER AN "X" IN FRONT OF TOW REASON AND PRESS THE ENTER KEY. THE CURSOR WILL MOVE TO THE REASON FIELD. PLACE "04" (RECOVERED STOLEN) IN THIS SPACE AND PRESS ENTER. SEE CODE SECTION FOR VARIOUS TWO DIGIT REASON **CODES** USED IN VIMS.

2. AFTER THE ENTER KEY IS PRESSED THE CURSOR WILL MOVE TO THE DATE FIELD. ENTER THE PARTICULAR DATE YOU ARE INTERESTED IN.
 3. YOU WILL NOTICE A ONE CHARACTER FIELD RIGHT AFTER THE DATE FIELD. IF YOU ARE INTERESTED ONLY IN A PARTICULAR DAY, PLACE A "D" IN THE FIELD AFTER THE DATE AND PRESS ENTER. THIS SHOULD RETURN A LIST OF ALL VEHICLES IMPOUNDED AS RECOVERED STOLEN (04) FOR THE DATE YOU ENTERED.
 4. IF YOU WISH TO LIST ALL VEHICLES IMPOUNDED AS RECOVERED STOLEN FOR THE ENTIRE MONTH DO NOT ENTER THE "D" IN THE SINGLE CHARACTER FIELD. THE COMPUTER WILL THEN RETURN A LIST OF ALL VEHICLES FOR THE MONTH ENTERED, REGARDLESS OF THE ACTUAL DATE YOU ENTERED.
- D. IF A LIST OF ALL VEHICLES ON HOLD FOR A PARTICULAR UNIT IS DESIRED, USE THE FOLLOWING PROCEDURE:
1. ENTER "X" IN FRONT OF HOLD UNIT ON THE INQUIRY MENU. AFTER THE ENTER KEY IS PRESSED THE CURSOR SHOULD MOVE TO UNIT.
 2. ENTER THE CODE NUMBER FOR WHATEVER UNIT YOU ARE INTERESTED IN SUCH AS "56" FOR TIU. SEE CODE SECTION OF THESE INSTRUCTIONS FOR LIST OF UNIT NUMBERS.
 3. ENTER AN "A" IN THE SINGLE CHARACTER FIELD DIRECTLY AFTER THE UNIT FIELD TO OBTAIN AN ACTIVE LIST OF VEHICLES PRESENTLY ON HOLD FOR THE UNIT IN QUESTION, TIU (56) IN THIS EXAMPLE. AFTER THE ENTER KEY IS PRESSED THE CURSOR SHOULD MOVE TO THE DATE FIELD.
 4. ENTER THE CURRENT DATE. AFTER THE ENTER KEY IS PRESSED A COMPLETE LIST OF ALL ACTIVE VEHICLES ON HOLD BY TIU SHOULD THEN BE DISPLAYED.
- E. WHEN VIEWING A DISPLAY LISTING MULTIPLE VEHICLES, YOU MAY LOOK AT THE IMPOUND RECORD FOR ANY OF THE LISTED VEHICLES BY PLACING AN "5" IN THE CMI FIELD AND THE NUMBER OF THE LINE YOU ARE INTERESTED IN THE LINE FIELD. PRESS THE ENTER KEY.

F. WHEN MAKING AN INQUIRY BY NAME:

1. ENTER LAST NAME, COMMA, FIRST NAME PLUS THE DATE.
2. IF THE DATE IS UNKNOWN PLACE AN "X" IN THE PHON FIELD.
3. ALSO PLACE AN "X" IN THE PHONE FIELD WHEN USING LAST NAME AND COMMA ONLY (NO FIRST NAME) OR ENTERING THE NAME OF A BUSINESS.

IV. VEHICLE RELEASES:

- A. PLACE "X" IN FRONT OF RECORD INQUIRY ON THE MAIN MENU, DISPLAY 001, AND ENTER OPERATOR NUMBER AND PASSWORD. WHEN ENTERED, THIS WILL BRING UP THE INQUIRY MENU.
- B. SELECT THE METHOD OF INQUIRY YOU WISH TO USE AND PRESS ENTER. MAKE SELECTION BY PLACING "X" IN FRONT OF THE METHOD ON THE LIST AND PRESS ENTER (SEE INSTRUCTIONS UNDER INQUIRY SECTION).
- C. AFTER THE PROPER RECORD IS DISPLAYED ENTER AN "R" IN THE CMI FIELD AND PRESS ENTER. THIS WILL DISPLAY THE RELEASE PAGE OF THE RECORD.
- D. TO RELEASE THE VEHICLE, OR OTHER ITEM, FROM THE POUND, ENTER "U" IN THE CHD FIELD. THIS WILL BRING UP A DATE PAGE. ENTER THE DATE THAT THE VEHICLE IS BEING RELEASED.

IF THE VEHICLE IS BEING RELEASED ON THE CURRENT DATE IT IS NOT NECESSARY TO ENTER THE DATE. THE CURRENT DATE WILL BE ENTERED AUTOMATICALLY WHEN YOU PRESS THE ENTER KEY.

- E. AFTER ENTERING THE DATE PAGE THE RELEASE UPDATE PAGE WILL BE DISPLAYED. ENTER ALL REQUIRED INFORMATION, BEING VERY CAREFUL TO ENTER CORRECT PRICING INFORMATION IN THE PROPER FIELDS.
- F. CHECKS:
 1. WHENEVER A PERSON PAYS BY CHECK AND CHECK IS MARKED ON THE RELEASE UPDATE PAGE, THE COMPUTER WILL AUTOMATICALLY GO TO A CHECK PAGE WHEN ENTER IS PRESSED. THE RELEASING CLERK SHOULD THEN ENTER ALL OF THE INFORMATION CALLED FOR ON THIS PAGE. IF YOU WISH TO VIEW THIS CHECK PAGE DURING AN INQUIRY,

ENTER A "B" IN THE CMD FIELD. AFTER ALL ENTRIES ARE MADE ON THE CHECK PAGE PRESS THE ENTER KEY AND THE COMPUTER WILL CONTINUE WITH THE RELEASE.

2. THERE ARE FIELDS FOR THE ADDRESS AND THE PHONE NUMBER OF THE PERSON THE VEHICLE IS BEING RELEASED TO. THE FIELDS ARE: ADDRESS, STREET, CITY, STATE AND ZIP. THE PHONE NUMBER IS MADE UP OF THREE (3) FIELDS: AREA CODE AND NUMBER. DOUBLE CHECK ALL ENTRIES BEFORE ENTERING CHECK INFORMATION.
 3. HOT CHECK FILE: IF SOMEONE HAS GIVEN US A "HOT CHECK" IN THE PAST THE COMPUTER WILL SHOW "RECORD FOUND IN VEHICLE-HOT-CHECK-FILE." IF THIS HAPPENS THE CUSTOMER CAN ONLY PAY WITH CASH. IF MORE INFORMATION ON THE CUSTOMER IS NEEDED GO TO THE MAIN MENU AND MAKE A HOT CHECK INQUIRY.
- G. PLEASE NOTE THAT THE RELEASE UPDATE PAGE WILL SHOW CHARGES IN THE LOWER LEFT SECTION OF THE DISPLAY. THE LOWER RIGHT SECTION IS WHERE ACTUAL CHARGES ARE ENTERED. IN CASES OF A COMPLETE NO CHARGE RELEASE; NOTHING WOULD BE ENTERED IN THE RIGHT SECTION, FOR A TOTAL OF ZERO CHARGES.
- H. NO CHARGES:
1. PLACE AN "X" UNDER NO CHARGE IF THE RELEASE IS A FULL NO CHARGE, "P" IF A PARTIAL NO CHARGE. IF A PARTIAL NO CHARGE PLACE AN "X" UNDER CASH OR CHECK AS APPLICABLE.
 2. AFTER THE RELEASE UPDATE PAGE IS ENTERED ANOTHER PAGE WILL BE DISPLAYED ASKING FOR THE FOLLOWING INFORMATION:
 - (A) RELEASED AUTHORITY OF:
 - (B) APPROVED BY:
 - (C) JUSTIFICATION/DETAILS:
 3. INDICATE WHO IS AUTHORIZING THE NO CHARGE AND THE JUSTIFICATION. DO NOT ENTER ANYTHING FOR "APPROVED BY." IT WILL BE FILLED IN LATER. PRESS THE ENTER KEY.

- I. ENTER AN "R" IN THE CMD FIELD AND PRESS THE ENTER KEY TO BRING UP THE RELEASE PAGE ONCE AGAIN. TYPE A "P" IN THE CMD FIELD AND PRESS ENTER. THIS WILL PRINT A HARDCOPY OF THE RECEIPT. TO PRINT A HARDCOPY OF THE NO CHARGE ENTER A "K" IN THE CMI LINE.
- J. COMPLAINT REPORTS:
 1. DISPLAY THE VEHICLE RECORD BY MAKING AN INQUIRY
 2. ENTER A "Z" IN THE CMD: LINE TO DISPLAY THE "Z" PAGE.
 3. YOU WILL THEN NOTICE THAT COMPLAINANT IS PRINTED CLOSE TO THE MIDDLE OF THE DISPLAY. ENTER THE COMPLAINANT'S NAME, ADDRESS AND TELEPHONE NUMBER BELOW "COMPLAINANT." LIST BUSINESS ADDRESS AND TELEPHONE NUMBER IN ADDITION TO RESIDENCE INFORMATION.
 4. NEXT GIVE A NARRATIVE OF THE COMPLAINT INCLUDING YOUR OBSERVATIONS AND ALL CLAIMS MADE BY COMPLAINANT. LIST ALL INFORMATION PERTINENT TO THE CLAIM.
 5. A SHIFT SUPERVISOR SHOULD BE NOTIFIED WHENEVER DAMAGE IS CLAIMED BY THE COMPLAINANT. THE SHIFT SUPERVISOR IS THEN TO EXAMINE THE CLAIMED DAMAGE AND WRITE A REPORT. THE SHIFT SUPERVISOR'S COMMENTS MAY BE ADDED TO THE VIMS REPORT. IF THE SHIFT SUPERVISOR IS UNAVAILABLE, A VEHICLE STORAGE CLERK SUPERVISOR SHOULD COMMENT ON THE DAMAGE.
 6. INFORM THE COMPLAINANT THAT THE CONTRACTOR HAS 15 DAYS TO INVESTIGATE AND RESPOND TO THE VEHICLE STORAGE UNIT.
 7. AFTER ALL NECESSARY INFORMATION IS ENTERED ENTER A "U" IN THE CMD: FIELD.
 8. AFTER THE UPDATE IS COMPLETE GO TO THE TOWING PAGE AND ENTER A "P" IN THE CMD: FIELD TO PRINT THE DAMAGE COMPLAINT REPORT.

V. UPDATES:

- A. MOST UPDATES WILL HAVE TO BE MADE BY AN AUTHORIZED SUPERVISOR, HOWEVER, SOME UPDATES CAN BE MADE BY ALL VSU EMPLOYEES AUTHORIZED TO MAKE ENTRIES IN VIMS.
- B. THE IMPOUND MOTOR VEHICLE RECORD, WHICH IS DISPLAY 023, CAN BE UPDATED BY ALL PERSONNEL WHEN THEIR PASSWORD HAS BEEN ENTERED. THIS DISPLAY (023) IS THE RECORD THAT IS FIRST DISPLAYED WHEN AN INQUIRY IS MADE. ANY FIELD THAT THE CURSOR STOPS IN AUTOMATICALLY CAN BE UPDATED. SIMPLY ENTER THE CORRECT INFORMATION, TYPING OVER THE OLD, AND THEN ENTER A "U" IN THE COMMAND FIELD (CMD) BEFORE PRESSING THE ENTER KEY.
- C. AN ADDITIONAL HARDCOPY OF THE IMPOUND CARD CAN BE PRINTED ANYTIME AFTER A VEHICLE HAS BEEN IMPOUNDED. THIS CAN BE ACCOMPLISHED FROM THE IMPOUND MOTOR VEHICLE RECORD (DISPLAY 023) BY TYPING A "P" IN THE CMD FIELD AND PRESSING THE ENTER KEY. THIS SHOULD PRINT A COPY OF THE IMPOUND CARD.
- D. AN ADDITIONAL COPY OF THE RECEIPT CAN ALSO BE PRINTED ANYTIME BY ENTERING AN "R" IN THE CMI) FIELD OF THE RELEASE PAGE (DISPLAY 034) AND PRESSING THE ENTER KEY.

VI. HOLDS:

- A. THE FOLLOWING IS THE PROCEDURE FOR ADDING A HOLD TO THE EXISTING RECORD OF AN IMPOUNDED VEHICLE.
 - 1. MAKE AN INQUIRY AND BRING UP THE IMPOUND MOTOR VEHICLE RECORD (023) ON THE VEHICLE IN QUESTION.
 - 2. ENTER "H" IN THE CMD) FIELD AND PRESS THE ENTER KEY TO BRING UP THE HOLD DISPLAY.
 - 3. TYPE IN ALL REQUIRED INFORMATION ON THE HOLD DISPLAY.
 - 4. ENTER AN "X" IN THE FIELD IN FRONT OF ADDING HOLD AND A "UH" IN THE CMD: FIELD. PRESS THE ENTER KEY AND THE HOLD SHOULD BE ADDED.
 - 5. USE THE PROPER TWO DIGIT CODE FOR THE UNIT NAME.

6. IF THE DIVISION COMMANDER'S NAME IS NOT KNOWN OR THERE HAS BEEN NO DIVISION COMMANDER'S APPROVAL, ENTER NONE.
- B. TO ADD THE DIVISION COMMANDER'S NAME AT A LATER DATE:
 1. GO TO THE HOLD PAGE AND FILL OUT THE DIVISION COMMANDER'S NAME (OR CHANGE THE NAME).
 2. PLACE AN "X" IN THE FIELD IN FRONT OF UPDATING HOLD.
 3. TYPE "U" IN THE CMD FILED AND PRESS ENTER. THIS SHOULD UPDATE THE DIVISION COMMANDER'S NAME FIELD OR ANY OTHER INFORMATION ON THE HOLD THAT YOU WISH TO UPDATE.
 - C. TO REMOVE A HOLD:
 1. GO TO THE HOLD PAGE AND ENTER THE NECESSARY INFORMATION FOR A RELEASE
 2. USE YOUR OPERATOR NO. FOR THE REMOVED BY FIELD AND THE NAME OF THE OFFICER RELEASING THE HOLD IN THE AUTHORITY OF FIELD (LAST NAME - COMMA - FIRST NAME).
 3. TYPE A "U".IN THE CMD FIELD AND PRESS THE ENTER KEY. THE HOLD SHOULD BE RELEASED/ CANCELLED.
 - D. **NOTE: WHENEVER A HOLD IS ADDED OR REMOVED FROM AN IMPOUNDED VEHICLE RECORD, THE EXISTING IMPOUND CARD (HARDCOPY) SHOULD BE UPDATED TO INDICATE THE HOLD INFORMATION HAS CHANGED. THE PREFERABLE METHOD WOULD BE TO PRINT AN UPDATED CARD AND REPLACE THE EXISTING CARD. IF THIS ISN'T DONE, AT LEAST MAKE A NOTICEABLE NOTATION ON THE EXISTING CARD.
 - E. SOME CONFUSION HAS EXISTED ON HOLDS CONCERNING WHAT OFFICER'S NAME AND WHAT UNIT NUMBER TO ENTER ON A HOLD.

EXAMPLE: WHEN A PATROL OFFICER IMPOUNDS A VEHICLE WITH A HOLD FOR TIU SHOULD THE UNIT BE LISTED **AS** PATROL OR TIU? IN SITUATIONS LIKE THIS THE OFFICER'S NAME WILL BE LISTED AS THE PERSON AUTHORIZING THE HOLD AND **TIU** (56) SHOULD BE ENTERED AS THE UNIT. WE WILL THEN KNOW WHAT UNIT TO CONTACT IF ANY QUESTIONS COME UP AND ALSO WHAT OFFICER PLACED THE HOLD.

- VII. PART ENTRIES:
- A. TYPE IN ALL KNOW INFORMATION
 - B. CATEGORY FIELD: ENTER ONLY NCIC CODE FOR VEHICLE PARTS (SEE NCIC MANUAL).
 - C. IF MORE THAN ONE PART - LIST ONLY ONE PART IN CATEGORY FIELD. LIST OTHER PARTS IN OTHER DESCRIPTION SPACES.
- VIII. BOAT ENTRIES (SEE CODE SECTION OF THESE INSTRUCTIONS):
- IX. MISCELLANEOUS ARTICLES:
- A. MISCELLANEOUS ARTICLES ARE CLASSIFIED AS ANYTHING THAT IS NOT A VEHICLE OR PART OF A VEHICLE
 - B. FILL OUT INSPECTION CARD AND ENTER IN THE COMPUTER AS MISCELLANEOUS IMPOUNDMENT.
 - C. MAKE COPY OF IMPOUND CARD AND FORWARD TO THE TSR CLERK AT THE DOWNTOWN POUND. THE TSR CLERK WILL FORWARD THE IMPOUND CARD TO THE PROPERTY ROOM WHERE THE ARTICLE WILL BE ENTERED INTO THE PROPERTY SYSTEM. THE PROPERTY ROOM WILL FURNISH US WITH A "K" TAG NO. WHICH WE WILL AFFIX TO THE ARTICLE IN THE POUND AND NOTE ON THE IMPOUND CARD, HARDCOPY AND VIMS (ENTER IN REMARKS SECTION ON VIMS).
 - D. IF THE ARTICLE IS RELEASED, A COPY OF THE RELEASE WILL BE SENT TO THE TSR CLERK AT THE DOWNTOWN POUND WHO WILL FORWARD THE RELEASE TO THE PROPERTY ROOM.
 - E. THE PROPERTY ROOM WILL HANDLE ALL NOTIFICATIONS, ADVERTISEMENTS, ETC.
 - F. MISCELLANEOUS ARTICLES WILL BE TRANSPORTED TO THE PROPERTY ROOM TO BE SOLD AT THEIR AUCTION WHENEVER PRACTICAL. ARRANGEMENTS WILL BE MADE TO SELL OTHER ARTICLES AT THE VEHICLE STORAGE AUCTION.
- X. SIGNOUT RECORD:
- A. THE IMPOUND SIGNOUT RECORD (037) WILL PROBABLY NOT BE USED VERY MUCH. IT WILL BE USED WHENEVER ANOTHER AGENCY HAS BEEN AUTHORIZED TO TAKE A VEHICLE, OR OTHER PROPERTY, OUT OF OUR POUND ON A TEMPORARY BASIS.

- B. AFTER THE IMPOUND RECORD HAS BEEN DISPLAYED ENTER A "C" IN THE CMD FIELD. THIS SHOULD BRING UP THE PROPER DISPLAY TO ENTER THE NECESSARY INFORMATION FOR A SIGNOUT.
- C. MOST OF THE FIELDS THAT HAVE TO BE FILLED OUT ARE SELF-EXPLANATORY. THE REASON FOR SIGNOUT FIELD HAS ROOM FOR ONLY 15 CHARACTERS. WRITE OUT THE REASON IN ABBREVIATED FORM. FOR EXAMPLE, EVID PROCESSING COULD BE WRITTEN FOR EVIDENCE PROCESSING.
- D. AFTER THE SIGNOUT RECORD IS FILLED OUT ENTER "UO" IN THE CMD FIELD AND PRESS ENTER.
- E. WHEN THE VEHICLE OR OTHER PROPERTY HAS BEEN RETURNED, FILL OUT THE LOWER PORTION OF THE IMPOUND SIGNOUT RECORD (DISPLAY 037).
- F. ENTER "UI" IN THE CMD FIELD AND PRESS ENTER KEY.

Operating Procedures Handbook for Growdon Road Vehicle Storage Facility

SECTION: OPERATIONS

PROCEDURE: I
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SUBJECT: NCIC CODES

I. MAKE CODES:

AMER = AMERICAN MOTORS	FORD = FORD
AUDI = AUDI	GMC = GENERAL MTRS. CORP.
BMW = BMW	HOND = HONDA
BUIC = BUICK	ISU = ISUZU
CADI = CADILLAC	JAGU = JAGUAR
CHEV = CHEVROLET	LINC = LINCOLN
CHRY = CHRYSLER	LOTU = LOTUS
DATS = DATSUN	MAZD = MAZDA
DODG = DODGE	MERZ = MERCEDES BENZ
FIAT = FIAT	MERC = MERCURY
NISS = NISSAN	ROL = ROLLS ROYCE
OLDS = OLDSMOBILE	SAA = SAAB
OPEL = OPEL	TOYT = TOYOTA
PLYM = PLYMOUTH	TRIU = TRIUMPH
PONT = PONTIAC	VOLK = VOLKSWAGON
RENA = RENAULT	

SEE NCIC CODE MANUAL FOR ADDITIONAL MAKE CODES.

FOR JEEP CODES SEE TRUCK CODES.

II. MOTORCYCLE MAKE CODES:

KAWK = KAWASAKI
HOND = HONDA

III. TRAILER MAKE CODES (SEE NCIC MANUAL)

HMDE = HOMEMADE

IV. TRUCK MAKE CODES (SEE NCIC MANUAL)

V. MODEL CODES:

PLACE "TK" IN MODEL FIELD TO DISTINGUISH TRUCKS AND BUSES FROM OTHER TYPES OF VEHICLES. USE CYL FOR MOTORCYCLES AND "TL" FOR TRAILERS.

VI. VEHICLE PARTS CATEGORY CODES:

BB = BUCKET SEATS	FM = MOTORCYCLE FRAME
BM = BUMPER	SQ = SEAT
TM = CAMPER SHELL	TK = TANK, FUEL
DA = DASHBOARD	TI = TIRE
DO = DOOR	TN = TRANSMISSION
EN = ENGINE	TD = TRUNK LTD
FN = FENDER	WH = WHEEL
FX = FRONT END	HW = HOOD

VII. VEHICLE COLOR:

SIL = ALUMINUM	DGR = GREEN, DARK
BGE = BEIGE	LGR = GREEN, LIGHT
BLK = BLACK	CRM = IVORY
BLU = BLUE	LAV = LAVENDER
DBL = BLUE, DARK	MAR = MAROON
LBL = BLUE, LIGHT	MUL COL = MULTICOLORED
BRZ = BRONZE	ONG = ORANGE
BRO = BROWN	PNK = PINK
MAR = BURGANDY	PLE = PURPLE
COM = CHROME	RED = RED
CPR = COPPER	SIL = SILVER
CRM = CREAM	COM = STAINLESS STEEL
GLD = GOLD	TAN = TAN
GRY = GRAY	TRQ = TOURQUOISE
GRN = GREEN	WHI = WHITE
YEL = YELLOW	

VIII. BOATS:

- A. COLOR – THE COLOR FOR BOATS IS A THREE (3) LETTER CODE FOUND IN THE NCIC MANUAL. WHEN LISTING THE COLORS OD A BOAT, LIST THE DOMINANT COLOR FIRST, FOLLOWED BY THE NEXT MOST PREVELENT COLOR.
- B. MAKE – SEE NCIC CODE MANUAL.
- C. TYPE – SEE NCIC CODE MANUAL.

D. LEN – IS THE LENGTH IN FEET.

E. MAT – HULL MATERIAL

- ML = METAL
- PL = PLASTIC
- WD = WOOD
- OT = OTHER

F. PROP TYPE (TYPE PROPULSION):

- IN = INBOARD, INBOARD/OUTBOARD
- MP = MANUAL (OARS)
- OB = OUTBOARD
- SA = SAIL ONLY
- SI = SAIL WITH AUXILARY INBOARD
- SO = SAIL WITH AUXILARY OUTBOARD

G. POWER DISP (POWER DISPLACEMENT):

IF ABLE TO DETERMINE, LIST ACCORDING TO NCIC CODE MANUAL.
IF UNABLE TO DETERMINE, SKIP.

H. BOAT PARTS:

CATEGORY – SAME AS FOR VEHICLE PARTS, NCIC CODE MANUAL.

EXAMPLE: OB = OUTBOARD AND OD = OUTDRIVE

IX. REASON FOR IMPOUNDMENT:

- | | |
|--------------------------|---------------------------------|
| 01 = WRECKED | 11= COURT ORDERS/UNPAID PARKING |
| 02 = PRISONER'S PROPERTY | 12 = TOWED – NOT IMPOUNDED |
| 03 = PARKING VIOLATION | 13 = VEHICLE RELOCATED |
| 04 = RECOVERED STOLEN | 14 = OUTSIDE STOLEN |
| 05 = EVIDENCE | 15 = NO PARKING PERMIT |
| 07 = FORFEITURE | 16 = ICE/EVIDENCE |
| 08 = BURNED | 09 = MISCELLANEOUS (EXPLAIN) |
| 10 = RED STICKER | |

X. UNIT CODES:

- | | |
|--------------------|--------------------|
| 99 = AIRPORT SEC. | 98 = PARK RANGERS |
| 93 = ARSON | 04 = PROPERTY ROOM |
| 26 = ASSET SEIZURE | 01 = RECORDS |
| 15 = AUTO THEFT | 02 = RMC |
| 17 = BICYCLE | 66 = ROBBERY |

22 = BURGLARY	05 = ROP
75 = CID	33 = SEX CRIMES
50 = DATA PROCESSING	40 = STATE HOSPITAL
09 = DISPATCHER	11 = THEFT
07 = FIELD OPS I PATROL	56 = TRAFFIC SERVICE BUREAU
08 = FIELD OPS II PATROL	50 = VIOLATIONS
09 = FIELD OPS III PATROL	77 = VEHICLE STORAGE UNIT
68 = FORGERY	88 = VICE
33 = HOMICIDE	44 = YOUTH BUREAU
03 = ID SECTION	23 = INTELLIGENCE
51 = LIASON OFFICE	20 = MUNICIPAL COURT
00 = ALL OTHER SAPD	55 = NARCOTICS

XI. OVERSIZED VEHICLES (CLASS DESIGNATION)

CLASS 01 = VEHICLES NOT OVER 20 FEET LONG OR 7 FEET WIDE. THIS IS THE USUAL PASSENGER CAR, PICK UP, ETC.

CLASS 02 = VEHICLE OVER 20 FEET LONG BUT NOT OVER 40 FEET OR, A VEHICLE OVER 7 FEET WIDE.

CLASS 03 = A COMBINATION OF VEHICLES (TRACTOR/TRAILER) OVER 40 FEET LONG. EXAMPLE: TRACTOR/TRAILER RIG. A SEPARATE IMPOUND CARD SHOULD BE FILLED OUT ON THE TRACTOR AND THE TRAILER, IF ATTACHED AT THE TIME OF IMPOUNDMENT.

CLASS 04 = A SINGLE VEHICLE OVER 40 FEET LONG (AN EXAMPLE WOULD BE A BUS OVER 40 FEET IN LENGTH)

Operating Procedures Handbook for Growdon Road Vehicle Storage Facility

SECTION: ADMINISTRATIVE

ITEM: B
PAGE 1 OF 2

SUBJECT: POSITION DESCRIPTION

POSITION TITLE: GENERAL MANAGER

IMMEDIATE SUPERVISOR: CHIEF OPERATIONS OFFICER

POSITION SUMMARY: THE GENERAL MANAGER IN CHARGE OF THIS SECTION IS RESPONSIBLE FOR ALL VEHICLE STORAGE ACTIVITIES.

RESPONSIBILITIES:

GENERAL DUTIES:

- PLAN, ORGANIZE AND DIRECT THE MOST EFFICIENT USE OF MANPOWER AND EQUIPMENT.
- PLAN FOR BUDGET REQUIREMENTS FOR EACH SUCCEEDING FISCAL YEAR.
- ORGANIZE ACTIVITIES OF ALL PERSONNEL WITHIN THE SECTION THROUGH WRITTEN PROCEDURES FOR STANDARDIZING OPERATIONS.
- DIRECT SPECIFIC ACTIVITIES REQUIRED TO MEET OBJECTIVES FOR EACH FISCAL YEAR.
- DIRECT GENERAL ACTIVITIES THROUGH SUBORDINATE PERSONNEL.
- SUPERVISE THE ACTIVITIES NECESSARY TO FILL VACANT POSITIONS WITHIN THE UNIT.
- CONTROL COST AND EXPENDITURES WITHIN BUDGET REQUIREMENTS.
- MAINTAIN CONSIDERABLE KNOWLEDGE OF LAWS AND REQUIREMENTS REGULATING VEHICLE STORAGE OPERATIONS.

- MAINTAIN CONSIDERABLE KNOWLEDGE OF PERSONNEL RULES AND DIRECTIVES.

SPECIFIC DUTIES:

- SUPERVISE STAFF ASSIGNED TO VEHICLE STORAGE UNIT.
- REVIEW AND APPROVE VARIOUS REPORTS REQUIRING APPROVING SIGNATURE.
- REVIEW AND TAKE NECESSARY ACTION ON ALL INCIDENT REPORTS.
- ADJUDICATE CONTRACT DISPUTES, CREDIT AND FORFEITURE OF TOWING FEES, CONTRACT WRECKER DRIVER SUSPENSIONS AND TERMINATIONS.
- ESTABLISH SPECIFIC POLICY AND PROCEDURE AS REQUIRED AND AUTHORIZED.
- PROVIDE RESEARCH, ANALYSIS AND STAFF STUDIES OF VEHICLE STORAGE OPERATIONS UPON REQUEST.

Operating Procedures Handbook for Growdon Road Vehicle Storage Facility

SECTION: ADMINISTRATIVE

ITEM: C
PAGE 1 OF 2

SUBJECT: POSITION DESCRIPTION

POSITION TITLE: DAY MANAGER

IMMEDIATE SUPERVISOR: GENERAL MANAGER

POSITION SUMMARY: THE RENDERING OF BASIC SERVICES TO INCLUDE THE GENERAL SUPERVISION OF PERSONNEL AT THE GROWDON FACILITY AND THE DIRECTION OF GENERAL OPERATIONS OF THE FACILITY.

RESPONSIBILITIES:

- MAINTAIN CONSIDERABLE KNOWLEDGE OF LAWS, PROCEDURES AND REQUIREMENTS REGULATING VEHICLE STORAGE OPERATIONS.
- DIRECT GENERAL ACTIVITIES THROUGH SUBORDINATE PERSONNEL.
- DIRECTS THE MOST EFFICIENT USE OF MANPOWER.
- MAINTAIN SUFFICIENT PERSONNEL ON DUTY TO FILL STAFFING NEEDS.
- INVESTIGATE AND DOCUMENT ALL INCIDENTS AS THEY RELATE TO VEHICLE STORAGE OPERATIONS AND/OR PERSONNEL.
- RESPONSIBLE FOR COMPLETION OF NECESSARY REPORTS AND FORMS.
- DIRECTS THE QUARTERLY VEHICLE INVENTORY.
- DIRECTS MAINTENANCE OF PHYSICAL PLANT, VEHICLES AND MOVEABLE FIXED ASSETS.
- MAINTAIN LIASION WITH OTHER DEPARTMENT UNITS AND OTHER CITY DEPARTMENTS.

- CONDUCT PERIODIC INSPECTIONS OF CONTRACT WRECKERS AND CONTRACT WRECKER DRIVERS.
- INTERVIEWS APPLICANTS FOR VACANT POSITIONS WITHIN THE UNIT AND MAKES RECOMMENDATIONS ACCORDINGLY.

Operating Procedures Handbook for Growdon Road Vehicle Storage Facility

SECTION: ADMINISTRATIVE

ITEM: D
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SUBJECT: POSITION DESCRIPTION

POSITION TITLE: NIGHT MANAGER

IMMEDIATE SUPERVISOR: GENERAL MANAGER

POSITION SUMMARY: THE RENDERING OF BASIC SERVICES AND THE SUPERVISION OF PERSONNEL AT THE GROWDON VEHICLE STORAGE FACILITY FOR BOTH THE EVENING AND NIGHT SHIFTS.

RESPONSIBILITIES:

- MAINTAIN CONSIDERABLE KNOWLEDGE OF LAWS, PROCEDURES, AND REQUIREMENTS REGULATING VEHICLE STORAGE OPERATIONS.
- INVESTIGATE AND DOCUMENT COMPLAINTS AND PROPOSES RESOLUTIONS.
- ENSURES SUBORDINATE PERSONNEL MAINTAIN PROPER SECURITY DURING THE NIGHT.
- DIRECTS GENERAL ACTIVITIES THROUGH SUBORDINATE PERSONNEL.
- DIRECTS THE MOST EFFICIENT USE OF MANPOWER.
- INVESTIGATE AND DOCUMENT ALL INCIDENTS AS THEY RELATE TO VEHICLE STORAGE OPERATIONS AND/OR PERSONNEL.
- RESPONSIBLE FOR COMPLETION OF NECESSARY REPORTS AND FORMS AS REQUIRED.
- MAINTAIN SUFFICIENT PERSONNEL ON DUTY TO FILL STAFFING NEEDS.

Operating Procedures Handbook for Growdon Road Vehicle Storage Facility

SECTION: ADMINISTRATIVE

ITEM: E
PAGE 1 OF 1

SUBJECT: POSITION DESCRIPTION

POSITION TITLE: SHIFT SUPERVISOR

IMMEDIATE SUPERVISOR: DAY/NIGHT MANAGER

POSITION SUMMARY: THE RENDERING OF BASIC SERVICES TO INCLUDE SECURITY OF PROPERTY AND EQUIPMENT, SERVICE TO THE PUBLIC AND LINE SUPERVISION ASSISTANCE.

RESPONSIBILITIES:

- MAINTAIN KNOWLEDGE OF LAWS, RULES, PROCEDURES AND REQUIREMENTS GOVERNING VEHICLE STORAGE OPERATIONS AND PERSONNEL.
- SUPERVISE VEHICLE STORAGE CLERKS AND VEHICLE STORAGE CLERK SUPERVISORS.
- PROVIDE ADMINISTRATIVE ASSISTANCE TO THE DAY/NIGHT MANAGER.
- INVESTIGATE AND DOCUMENT CITIZEN COMPLAINTS.
- RESPONSIBLE FOR MAINTAINING SECURITY AT ASSIGNED FACILITY.
- RESPONSIBLE FOR COMPLETION OF NECESSARY REPORTS AND FORMS AS REQUIRED.
- ENSURES THE PROPER USE AND MAINTENANCE OF EQUIPMENT, ASSETS AND PROPERTY.
- MAINTAIN SUFFICIENT KNOWLEDGE OF OPERATIONS AND PROCEDURES TO ASSIST THE SHIFT WHENEVER A BACKLOG OF WORK OCCURS.
- EVALUATE PERSONNEL UNDER SUPERVISION, INSTRUCTIONAL AND THROUGH PERFORMANCE REPORTS.
- ACCOMPLISH SPECIALIZED TASKS ASSIGNED BY SUPERIORS.

Growdon Road Vehicle Storage Facility

SECTION: ADMINISTRATIVE

**ITEM: F
PAGE 1 OF 1**

SUBJECT: POSITION DESCRIPTION

**POSITION TITLE: VEHICLE STORAGE CLERK
SUPERVISOR**

IMMEDIATE SUPERVISOR: SHIFT SUPERVISOR

**POSITION SUMMARY: THE RENDERING OF CLERK SERVICES AS WELL AS
THE SUPERVISION OF ALL SUBORDINATE
PERSONNEL, PLUS ANY SPECIALIZED TASK ASSIGNED
BY A SUPERIOR.**

RESPONSIBILITIES:

- **MAINTAIN CONSIDERABLE KNOWLEDGE OF OPERATIONS AND PROCEDURES TO ASSIST IN THE DAILY WORKLOAD.**
- **MAINTAIN KNOWLEDGE OF LAWS, RULES, PROCEDURES, ETC. GOVERNING VEHICLE STORAGE OPERATIONS AND PERSONNEL.**
- **SUPERVISE THE VEHICLE STORAGE CLERKS IN THE ASSIGNED OPERATIONAL ACTIVITIES OF THE SHIFT.**
- **RESPONSIBLE FOR COMPLETION OF NECESSARY REPORTS FROM ALL PERSONNEL AS REQUIRED.**
- **MONITOR AND INSPECT THE ACTIVITIES OF SUBORDINATE PERSONNEL FOR ACCURATE ENTRY OF DETAILS AND INFORMATION IN REQUIRED REPORTS AND FORMS.**
- **MONITOR AND INSPECT THE ACTIVITIES OF SUBORDINATE PERSONNEL FOR ACCURATE ACCOUNTING OF CHARGES, FEES AND MONIES COLLECTED.**
- **EVALUATE PERSONNEL UNDER SUPERVISION, INSTRUCTIONAL AND THROUGH PERFORMANCE REPORTS.**

Operating Procedures Handbook for Growdon Road Vehicle Storage Facility

SECTION: ADMINISTRATIVE

ITEM: G
PAGE 1 OF 1

SUBJECT: POSITION DESCRIPTION

POSITION TITLE: VEHICLE STORAGE ACCOUNTING CLERK

IMMEDIATE SUPERVISOR: SHIFT SUPERVISOR

POSITION SUMMARY: RENDERING OF BASIC ACCOUNTING CLERK SERVICE AS WELL AS ALL OF THE UNIT'S ACCOUNTING OF MONIES COLLECTED AT THE FACILITY AND THE TIMELY SUBMISSION OF SAME TO THE ARMORED CAR SERVICE. THIS POSITION ALSO KEEPS FACILITIES SUPPLIED.

RESPONSIBILITIES:

- RENDER BASIC VEHICLE STORAGE ACCOUNTING CLERK SERVICE.
- COMPARE RELEASE OF IMPOUNDED VEHICLES AGAINST MONIES COLLECTED AND BALANCE SAME.
- COLLECT RECEIPTS FROM FACILITY AND SUBMIT SAME TO THE ARMORED CAR SERVICE.
- OBTAIN AND DISTRIBUTE NECESSARY SUPPLIES AND EQUIPMENT.
- CONDUCT THE DAILY MAIL RUN BETWEEN UNIT FACILITIES AND HEADQUARTERS.

Operating Procedures Handbook for Growdon Road Vehicle Storage Facility

SECTION: ADMINISTRATIVE

ITEM: H
PAGE 1 OF 2

SUBJECT: POSITION DESCRIPTION

POSITION TITLE: VEHICLE STORAGE CLERK

IMMEDIATE SUPERVISOR: VEHICLE STORAGE CLERK SUPERVISOR

POSITION SUMMARY: THE RENDERING OF BASIC CLERICAL DUTIES INCLUDING, BUT NOT LIMITED TO, TYPING, HANDLING MONIES, TELEPHONE SERVICE AND THE IMPOUNDMENT, INSPECTION AND RELEASE OF VEHICLES.

RESPONSIBILITIES:

- PROVIDE COMPETENT, COURTEOUS SERVICE IN A POSITIVE AND FIRM MANNER.
- PROVIDE ACCURATE DIRECTIONS AND INFORMATION OVER THE TELEPHONE.
- IMPOUND VEHICLES FOLLOWING ESTABLISHED PROCEDURES.
- RELEASE VEHICLES FOLLOWING ESTABLISHED PROCEDURES.
- MAINTAIN ACCURATE ACCOUNTING OF ALL MONIES AND CHARGES.
- MAINTAIN SECURITY OF VEHICLES AND PROPERTY IN CUSTODY.
- COMPLETE THE REQUIRED INFORMATION ON TSR'S.
- REMAIN KNOWLEDGEABLE OF LAWS, RULES, PROCEDURES, ETC., GOVERNING VEHICLE STORAGE OPERATIONS.
- RESPONSIBLE FOR COMPLETION OF NECESSARY REPORTS AND FORMS REQUIRED.
- LOG AND DISPATCH CALLS FOR WRECKER SERVICE.
- ESCORT PERSONS ONTO THE IMPOUND LOT AS REQUIRED.

- MAINTAIN A CLEAN WORK AREA.
- MAINTAIN UNIT VEHICLES AS NECESSARY.
- UPDATE INFORMATION IN VIMS WHEN APPLICABLE.
- DOCUMENT ALL CITIZEN COMPLAINTS CONCERNING THE UNIT AND THE CONTRACT WRECKER SERVICE.

Operating Procedures Handbook for Growdon Road Vehicle Storage Facility

SECTION: ADMINISTRATIVE

ITEM: I

PAGE 1 OF 1

SUBJECT: POSITION DESCRIPTION

POSITION TITLE: TSR CLERK - VEHICLE STORAGE CLERK

IMMEDIATE SUPERVISOR: VEHICLE STORAGE CELRK SUPERVISOR

POSITION SUMMARY: THE RENDERING OF BASIC VEHICLE STORAGE CLERK SERVICE AND, IN ADDITION, MAINTAINING VSU FILES, CHECKING AND FILING ALL TSR'S, DETERMINING PAYMENT TO WRECKER CONTRACTOR AND THE PREPARATION OF PAY VOUCHERS AND REPORTS.

RESPONSIBILITIES:

- SCHEDULES UNIT OVERTIME AS PER ESTABLISHED GUIDELINES.
- VERIFIES ALL TSR'S FOR ACCURACY AND MAKES NECESSARY CORRECTIONS.
- RUNS A DAILY TAPE ON TSR FEES DUE AND COLLECTED BY THE WRECKER CONTRACTOR.
- MAINTAINS UNIT MONTHLY AND YEARLY REPORTS.
- MAINTAINS PERMANENT UNIT FILES.
- PREPARES MONTHLY PAY VOUCHER FOR CONTRACT WRECKER COMPANY.
- PERFORMS THE DUTIES OF A VEHICLE STORAGE CLERK DURING PERIODS OF PEAK ACTIVITY INCLUDING TELEPHONE DUTY AND IMPOUNDING/RELEASING VEHICLES.

Operating Procedures Handbook for Growdon Road Vehicle Storage Facility

SECTION: ADMINISTRATIVE

ITEM: J
PAGE 1 OF 1

SUBJECT: POSITION DESCRIPTION

POSITION TITLE: WRECKER DRIVER

IMMEDIATE SUPERVISOR: SHIFT SUPERVISOR

POSITION SUMMARY: THE RENDERING OF BASIC VEHICLE STORAGE CLERK SERVICE WHEN NECESSARY AS WELL AS THE MOVEMENT OF ALL IMPOUNDED VEHICLES.

RESPONSIBILITIES:

- TOW DESIGNATED VEHICLES TO THE AUCTION LINE EACH WEEK.
- ASSIST IN INVENTORY AS REQUIRED.
- TRANSFER VEHICLES FROM DOWNTOWN TO GROWDON FACILITY.
- MOVE VEHICLES FROM EVIDENCE STALLS WHEN REQUIRED.
- ENSURE PROPER MAINTENANCE OF WRECKERS.
- ASSIST IN THE MAINTENANCE OF BUILDINGS, GROUNDS, ETC.

UNITED

Year of Agreement Term	Amount of Minimum Annual Guarantee
Year 1	\$ 20,000.00
Year 2	\$110,000.00
Year 3	\$135,000.00
Year 4	\$150,000.00
Year 5	\$150,000.00
Year 6	\$150,000.00
Year 7	\$165,000.00
Total:	\$880,000.00

SAN ANTONIO VEHICLE STORAGE, INC.

Year of Agreement Term	Amount of Minimum Annual Guarantee
Year 1	\$ 851,000.00
Year 2	\$ 851,000.00
Year 3	\$ 901,000.00
Year 4	\$ 931,000.00
Year 5	\$ 951,000.00
Year 6	\$ 981,000.00
Total:	\$5,466,000.00



CMS or Ordinance Number: CN0040002457

TSLGRS File Code:

Document Title:

CONT - URT Revenue contract for privatization of Growdon Impound Lot
All functions will be handled by URT with exception of Auction

Commencement Date:

3/23/2008

Expiration Date:

3/23/2015

CITY OF SAN ANTONIO
SAN ANTONIO POLICE DEPARTMENT
INTERDEPARTMENTAL CORRESPONDENCE

TO: Sheryl Sculley, City Manager
FROM: William P. McManus, Chief of Police
COPIES: Geraldine J. Garcia, Deputy Chief; Beverly Stephens, Assistant City Attorney; File
SUBJECT: UNITED ROAD TOWING CONTRACT – SUBMITTAL FOR SIGNATURES
DATE: April 9, 2008

CONTRACT: United Road Towing, contract #40002457

ORDINANCE AUTHORIZATION: #2008-03-13-0203

DATE OF ORDINANCE AUTHORIZING CONTRACT: March 13, 2008

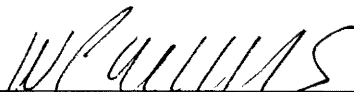
MAJOR PROVISIONS OF CONTRACT: The professional services revenue contract between the San Antonio Police Department and United Road Towing (URT) will facilitate the privatization of the Vehicle Storage Facility located at 3625 Growdon Road. By privatizing the operations, the City will gain revenue and sworn personnel will return to uniform division. The term of the contract begins March 23, 2008 and terminates March 23, 2013 with one additional two (2) year period.

POLICY ANALYSIS: United Road Towing will be responsible for impounding and releasing of all wrecked abandoned, recovered stolen and prisoner's vehicles taken into custody by the San Antonio Police Department. This will allow the redirection of ten (10) sworn personnel from administrative duties to policing duties as well as twenty-two (22) civilian personnel to operational support positions.

FISCAL IMPACT: Currently, the impound lot is operating at a deficit. The privatization of the Vehicle Storage Facility will allow the City gain revenue in the form of a minimum annual guarantee of \$20,000 and \$900,000 in capital improvements for the first year.

MANAGEMENT OF CONTRACT: The San Antonio Police Contract Administration Office will be responsible for monitoring the contract and utilize assistance from the City Attorney's Office, Finance Compliance & Resolution Division to carry out the tasks.

COORDINATION: This contract was coordinated with the following departments: Purchasing & Contract Administration, San Antonio Police Department, the City Attorney's Office & the City Manager's Office.



William P. McManus
Chief of Police

Attachments

**PROFESSIONAL SERVICES AGREEMENT
FOR
OPERATION & MAINTENANCE OF GROWDON ROAD
VEHICLE STORAGE FACILITY**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, Texas (“City”), a home-rule municipal corporation, acting by and through its City Manager, pursuant to Ordinance No. 2008-13623 passed and approved on 03-13-2008 and United Road Towing, Inc. (“Contractor”), by and through its President and CEO, both of whom may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained, and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

1.1 “Capital Improvement” - improvements to the Vehicle Storage Facility, including items listed in Exhibit A, which includes public works projects. (See attached hereto Exhibit A, Contractor’s Capital Improvement Plan.)

1.2 “Chief” - the Chief of Police of the San Antonio Police Department, or his/her designee.

1.3 “City” - City of San Antonio.

1.4 “Contractor” – United Road Towing, Inc.

1.5 “Customer” - a person or entity, seeking to claim a vehicle from the Vehicle Storage Facility, which may include owners, lienholders and/or persons/entities demonstrating owners’ authority to claim a vehicle.

1.6 “Department” - the San Antonio Police Department (hereinafter “SAPD”).

1.7 “Local Government Records” - any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether the

public has access to it or it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business. Notwithstanding anything herein to the contrary, the definition of "Local Government Records" does not include or refer to any software owned or utilized by Contractor, nor any intellectual property rights that Contractor has or may have in and to the software or other property.

1.8 "Other Collection Activities" - activities which may include but not be limited to collecting for Parking Citations due on vehicles to be released from the Vehicle Storage Facility. The terms and scope of "Other Collection Activities" that may be included in the performance of this Agreement shall be mutually agreed upon by Contractor and City.

1.9 "Other Services" - services such as photocopying, vending (except the vending of drinks and snacks), notary and other revenue generating services which may be provided at the Vehicle Storage Facility by the Contractor mutually agreed upon by Contractor and City and payment of the Percent Payment due to City on such revenue associated with other services.

1.10 "Owner" - owner, operator, lessee, or person with legal right to possession.

1.11 "Public Works" - construction, alteration or repair of a public building or carrying out or completing any public work, including remodeling, extending, repairing, or demolishing a structure or otherwise improving realty or an appurtenance thereto through similar activities. For purposes of this Agreement, a "public works project" includes demolition, paving, and erecting fencing.

1.12 "Towing Service Record" - the record of towing services (hereinafter "TSR").

1.13 "Vehicle Storage Facility" - the property located at 3625 Growdon Road in the southwest quadrant of San Antonio – 21.855 acres of City-owned property in Lot 1, Block 1 of New City Block 13964 (hereinafter "VSF"). (See attached hereto Exhibit B, Map of VSF.)

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement may be for a period not to exceed seven (7) years and two (2) months. The initial contract period shall be for five (5) years and two (2) months, commencing on March 17, 2008, and terminating on May 17, 2013.

2.2 City and Contractor shall have the option to renew this Agreement on the same terms and conditions for one additional two (2) year period. Renewals shall be in writing and subject to successful performance evaluations, based upon performance measures approved by SAPD, and shall be subject to the approval of the City of San Antonio City Council by passage of an ordinance therefore.

III. SCOPE OF SERVICES

3.1 Contractor agrees to and shall provide the services described below in exchange for the compensation described in Article IV. Compensation to Contractor, Payment to City.

3.2 Contractor shall be responsible for providing all services required of Contractor under this Agreement.

3.3 Transition Period. Contractor shall do all things necessary to provide an efficient and effective transition of VSF operations from SAPD to Contractor by the sixtieth (60th) day after the commencement of this Agreement, to include, but not limited to meeting weekly with SAPD and all items listed in Exhibit C. (See attached hereto Exhibit C, Contractor's Transition Period Plan.)

3.4 Information Technology. Contractor shall implement in accordance with Exhibit D, and maintain an information management system that provides an effective and efficient process to intake, inventory and release impounded vehicles and can function and interface with SAPD's current Vehicle Inventory Management System (VIMS), and any future replacement system which may be used by SAPD. SAPD will use its best efforts to assure that the future replacement software of SAPD is developed in "Sequel" language. (See attached hereto Exhibit D, Contractor's IT Transition Period Plan.) Contractor shall:

- 3.4.1 Install the information management system and test the interface with VIMS to ensure compatibility as part of the Transition Period prior to taking over operation of the VSF. Testing shall include but not be limited to running parallel systems as appropriate.
- 3.4.2 Provide training to employees and to City Staff during transition period and as needed to ensure proper use of the system.
- 3.4.3 Contractor will keep track of each vehicle as it is taken into inventory as well as track the entire lifecycle of the vehicle while it is at the VSF. The data of every record shall be updated approximately every five (5) minutes to Contractor's servers and the SAPD VIMS applications.
- 3.4.4 Provide and maintain public read and inquiry access to impounded vehicle inventory and release costs at Contractor's website which shall be accessible through a link from SAPD website.
- 3.4.5 Contractor shall design its information management system so any future upgrade or expansion can be developed, if new collection or data requirements are added at any point during the term of this Agreement or if SAPD converts from VIMS to a "Sequel" language.

- 3.4.6 Provide City access to the information management system for the entire term of this Agreement.
- 3.4.7 Contractor grants to the City a non-exclusive, non-transferable license, without the right to sublicense, to use/access Contractor's information management system (CIMS") that is implemented pursuant to Section 3.4 herein, for the term of this Agreement, including the transition period and up to thirty (30) days after the City receives any notice of termination from Contractor that is less than thirty (30) days, in order to conclude any matters herein. Contractor retains and reserves all worldwide rights, title and interest in and to CIMS, including "Statman" or any derivation or modifications developed to Statman, and all intellectual property rights associated therewith. Contractor shall pay all royalties and licensing fees that may be due and owing to any third party. Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Contractor has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.
- 3.4.8 City grants to Contractor a non-exclusive, non-transferable license, without the right to sublicense, to use/access VIMS for the term of this Agreement, including the transition period and up to thirty (30) days after the Contractor receives any notice of termination from City that is less than thirty (30) days in order to conclude any matters herein. City retains and reserves all worldwide rights, title and interest in and to VIMS, including any future replacement system implemented by SAPD, and all intellectual property rights associated therewith.
- 3.4.9 Except as expressly provided in this Section 3.4, neither party grants to the other party, nor does the other party receive any right, title or interest in, to or under any of the other party's intellectual property rights.
- 3.4.10 Except as specifically granted in Section 3.4.8, nothing herein shall be construed to grant any right or license to Contractor in or to any material provided to Contractor hereunder by City, including, but not limited to, any software data, designs, business plans, financial information, user data or information, or confidential information of City, other than the right to use such material solely on behalf of the City in accordance with the terms hereof. All of the foregoing materials, including, but not limited to, any and all copyrights, trademarks, service marks, and trade names related thereto are and shall remain property of the City of San Antonio.
- 3.4.11 Except as specifically granted in Section 3.4.7, nothing herein shall be construed to grant any right or license to City in or to any material provided to City hereunder by Contractor, including, but not limited to, any software data,

designs, business plans, financial information, user data or information, or confidential information of Contractor, other than the right to use such material in accordance with the terms hereof. All of the foregoing materials, including, but not limited to, any and all copyrights, trademarks, service marks, and trade names related thereto are and shall remain property of Contractor.

- 3.4.12 In the event that either Contractor's CIMS or City's VIMS is alleged to have infringed intellectual property rights of a third party, and/or either is a defendant in a lawsuit alleging infringement from the use of CIMS or VIMS, the party whose software is alleged to be infringing shall have, at its expense, the option to either: (a) replace or modify the same so that it becomes non-infringing, or (b) immediately terminate both parties' respective licensing rights and licensing obligations under this agreement with regard to the infringing application.

3.5 Vehicle Storage Operations. Contractor shall be responsible for providing the following services and others as mutually agreed upon by the parties:

- 3.5.1 Assume full operation of the VSF on the sixtieth (60th) day after commencement of this Agreement.
- 3.5.2 Maintain knowledge of and comply with all federal, state and city laws and ordinances that pertain to the operation of the VSF.
- 3.5.3 Be knowledgeable of and comply with applicable laws and ordinances relating to vehicle titles and the language of court orders and have the ability to gain knowledge of any new laws or directives that pertain to the storage, release and sale of stored vehicles.
- 3.5.4 Operate Other Services at the VSF in a manner which is efficient and business like.
- 3.5.5 Store only impounded vehicles, and other items, as authorized by the City. The City authorizes Contractor to store its equipment and other items utilized by Contractor to operate the VSF, at the VSF. Furthermore, City authorizes the employees of Contractor to park their vehicles at VSF during business hours.
- 3.5.6 Provide all staffing, equipment and materials necessary to perform all work related to the receipt, impoundment and release of vehicles at the VSF. At a minimum on-site equipment shall include: one (1) Volvo fork loader, and one (1) warehouse forklift with a wheel-lift attachment on-site. Such resources shall be provided in sufficient number to assure efficient and effective operations which result in:
 - 3.5.6.1 a maximum vehicle intake time of not more than fifteen (15) minutes until the vehicle is ready to be stored in a space. The maximum vehicle intake time will begin when the tow driver signs in with his name and

- time of arrival on a designated sign-in sheet in the drop area provided by Contractor
- 3.5.6.2 Contractor will use best efforts to reduce waiting time for customers. Specifically, if a sudden influx of customers arrive at VSF and the release staff on hand are not able to make direct individual verbal contact with Customers within five (5) minutes of arrival, Contractor's employees from other departments, including the supervisor on duty will assist with releases, and
 - 3.5.6.3 a maximum vehicle release time of not more than fifteen (15) minutes from the time the Customer appears at the counter until they are able to drive their vehicle away subject to Customer cooperation and timely presentation of documentation necessary to identify Customer has right to possession of vehicle.
- 3.5.7 Impound and release vehicles twenty-four (24) hours a day every day during the term of this Agreement except during the Transition Period.
 - 3.5.8 Provide the SAPD access to the VSF at all times.
 - 3.5.9 Upon receipt of a vehicle for impoundment, inspect and document each vehicle's condition. Required documentation shall include, at a minimum, four-sided digital photographs.
 - 3.5.10 Create, process and retain, as directed by City, all administrative records, related to the receipt, impoundment, and release of vehicles to include the creation, processing and retention of records related to Towing Fees, as reflected on the TSR, to be collected by the Contractor on behalf of the City per Section 6.2, Records Retention & Audit.
 - 3.5.11 Send proper notices in compliance with all laws, ordinances and internal policies, by certified mail, to owners and/or lien holders, as required, of said vehicles within 5 days of receiving the vehicle at the VSF.
 - 3.5.12 In processing releases, require documentation pursuant to City Code, Chapter 19, Section 19-54.
 - 3.5.13 Cooperate with the City and/or SAPD with respect to any vehicles to be held and or impounded vehicles and any other aspects of the VSF operations.
 - 3.5.14 Cooperate with the City's wrecker services provider(s) when necessary in order to maximize customer service, safety and proficient services under this Agreement.
 - 3.5.15 Coordinate with the SAPD on any and all requests received from other law enforcement agencies related to operations at the VSF and/or received/impounded vehicles.

- 3.5.16 Organize and maintain all vehicles in orderly rows to allow the safe movement of traffic and the safe delivery and removal of vehicles.
- 3.5.17 Permit vehicles sold at auction to be moved onto the unsecured parking area, provided such vehicles do not remain on said area later than 6 p.m. on the first Friday after a Wednesday auction.
- 3.5.18 At the direction and authority of the SAPD, impound auctioned vehicles which have not been removed from the Auction Lot and the unsecured parking area by 6 p.m. on the first Friday after a Wednesday auction. Release of said vehicles from the VSF shall be subject to payment by the Customer of the Impound Fees, Notification Fees, and Storage Fees, unless waived by City under Section 3.8.9.
- 3.5.19 Perform a physical inventory of the vehicles stored at the VSF, quarterly on a calendar-year basis.
- 3.5.20 Cooperate with any investigation of citizen or Customer complaints and work with City in good faith to resolve the complaints.
- 3.5.21 Provide individuals who are attempting to claim vehicles with an escort to the vehicle, when needed, for the purposes of obtaining ownership documentation located inside the vehicle.

3.6 Report of Damage or Loss

- 3.6.1 City shall forward all complaints received to Contractor. Upon receiving a complaint from City or Customer concerning claimed damage to a vehicle or its contents for a vehicle stored by Contractor, Contractor shall:
 - 3.6.1.1 Notify City in writing within 24 hours, excluding weekends and holidays, of the receipt of the complaint. Notice to the following e-mail address or facsimile number is deemed sufficient Notice: Deputy Chief Geraldine Garcia, geraldine.garcia@sanantonio.gov, or facsimile at (210) 207-2822.
 - 3.6.1.2 If a Customer alleges that damage was done to their vehicle, they will be required to file a claim form, prior to leaving the facility, except for estimates to be submitted within fourteen (14) days from filing claim and claims for undercarriage damage must be submitted within 72 hours after leaving the facility. Contractor will instruct Customer as to how to properly file a claim. Contractor shall inform the Customer of the following options to complete the claim procedure process: (i) obtain and provide Contractor with three estimates of repair from licensed and insured vehicle repair shops; or (ii) provide Contractor with one estimate of repair from a preferred vendor list to be supplied to Customer by Contractor. Contractor agrees that the preferred vendor

list shall contain a minimum of three businesses approved by Contractor that perform vehicle repair services and are located within a reasonable distance from the VSF.

- 3.6.1.3 Customer will be given a claim form to complete specifying the alleged damage. Once the form is completed, a manager/supervisor will inspect the damage to ensure what is claimed is, in fact, damaged. The manager/supervisor will sign off on the claim form and a copy given to the Customer. The claim form, the TSR, inspection form, and any statements collected from the tow truck operator and/or staff will be forwarded to the manager for investigation.
- 3.6.1.4 If Contractor determines the complaint is unfounded or Contractor is not responsible for the damage or loss, Contractor shall inform the Customer of the determination in writing and shall submit the decision in writing to the City, along with all supporting documentation, within seven (7) calendar days of making its determination or within thirty-seven (37) calendar days from receiving the completed claim form and the estimate(s) of repair from the Customer pursuant to Section 3.6.1.2.
- 3.6.1.5 If the Customer disputes the finding of the investigation, Customer will be informed of the process to appeal the decision. The appeal of a claim finding will be forwarded to Contractor's national claims handler for review, who will investigate the complaint and determine responsibility for the damage or loss.
- 3.6.1.6 If Contractor determines it is legally liable for the damage, Contractor shall submit a written report to City within thirty-seven (37) calendar days from receiving the completed claim form and the estimate(s) of repair from the Customer pursuant to Section 3.6.1.2. Such report shall contain all facts pertinent to the complaint presented including contact with the complainant and the arrangements made or suggested to resolve the complaint. If the complaint concerns damages in excess of \$600.00 or if suit has been filed, documentation of such facts will be required.
- 3.6.1.7 Contractor's decision on responsibility for damage or loss claims of \$600 or less is subject to review by the Chief of Police or his representative. If the Chief of Police or his representative determines during the first year of the contract, based on a preponderance of the evidence, that Contractor is not accepting responsibility for apparent damage or loss of \$600.00 or less caused by Contractor, on more than 10 instances, in the remaining years of the contract the Chief will make the final determination on responsibility for damage or loss of \$600.00 or less. Damages in excess of \$600.00 will be treated as a civil dispute for litigation in the Bexar County courts. Failure to accept

responsibility as dictated by the Chief of Police or his representative shall result in an immediate suspension for the errant Contractor.

3.6.1.8 Before Contractor settles or otherwise compensates a Customer for a claim of vehicle damage, the Customer shall be required to execute a customary general release of claims form. In the event that a Customer's claim is not settled as set forth herein, nothing herein shall bar the Customer from seeking relief from the appropriate court within Bexar County against Contractor.

3.6.1.9 Contractor hereby expressly assumes reasonable care, responsibility and liability for all such vehicles in its care, including all equipment and contents thereof and agrees to provide the defense for, indemnify and hold harmless the City against all claims for damages to vehicles under its control. Subcontractors hereby expressly assume full responsibility and liability for all such vehicles in their care including all equipment and contents thereof and agree to provide the defense for, indemnify and hold harmless Contractor against all claims for damages to vehicles under its control.

3.7 Auction Support. Contractor shall provide all services below in support of the City's Auctions.

3.7.1 City shall provide Contractor a list of vehicles to be auctioned by 12:00 p.m. each Thursday. Contractor shall ensure that all such vehicles identified by City shall be on the auction lot no later than 10:00 a.m. the following Tuesday.

3.7.2 Process all documentation, as may be required by City, related to the auction sales.

3.8 Fee Collection. Contractor shall provide all services listed below for fee collection.

3.8.1 Provide a number of alternative means for Customers to pay fees, including cash, credit cards (Visa, MC and Discover), cashier's check, money order, and certified check at anytime.

3.8.2 Personal checks from local banks shall be accepted Monday through Friday, if fees are less than \$200.00 and only during banking hours with bank verification and approval.

3.8.3 Provide all staffing, equipment and materials necessary to collect all revenue, perform a daily reconciliation, cash over/short report and prepare deposits for armored transport following proper internal controls and cash handling procedures.

- 3.8.4 Collect Impound Fees, Notification Fees, and Storage Fees as set by the San Antonio City Council, and not to exceed a maximum amount defined by State law, plus taxes in appropriate amounts. City reserves the right to make changes to these fees pursuant to future City Council ordinances which may be approved pursuant to changes in State law governing such fees.
- 3.8.5 Collect Towing Fees as may be identified on the TSR or by SAPD.
- 3.8.6 For each vehicle sold at auction, collect the Auction Processing Fee and the Auction Proceeds (the bid amount), including remitting any taxes due on auction proceeds promptly to the State.
- 3.8.7 Collect fees for Other Services as approved by SAPD and agreed to by Contractor.
- 3.8.8 Apply fee adjustments, as approved by SAPD, in processing vehicle releases.
- 3.8.9 City reserves the right to reduce all fees by 100% for up to 600 impounded vehicles and may thereafter reduce fees by 50% for an additional 200 impounded vehicles, annually at no cost to City and/or vehicle owners/lien holders. These reductions do not include vehicles released from the hold lot or the asset seizure lot, and the Contractor may not collect fees and the City is not responsible to pay Contractor fees for vehicles released from the hold lot or the asset seizure lot, or for vehicles where City or Contractor (Operator) is prohibited by a court order, or state or federal law from collecting fees.
- 3.8.10 Contractor shall conduct Other Collection Activities if requested to do so by City at any point during the term of this Agreement and subject to mutual agreement between City and Contractor as to the terms and scope of performance and based on data to be provided by City, if any.
- 3.8.11 Charge no fees to the City for City vehicles and property that may be placed in the VSF impound lot and/or the asset seizure lot.
- 3.8.12 Charge no fees to the City to store non-vehicular property on up to 75 paved slots in the VSF impound lot.
- 3.8.13 Charge no fees for vehicles and property placed in the asset seizure lot, evidence/hold lot, and auction lot, including vehicles and property SAPD may direct to be relocated from the impound lot.
- 3.8.14 Remit all taxes collected in a timely manner to the State.
- 3.8.15 Submit written requests for fee changes, identifying current and proposed fees and a justification for the request, to the City through SAPD Chief of Police. Requests to revise fees shall be subject to City Council approval.

3.9 Property Management. Contractor shall provide all Property Management services below and as included in this Agreement:

- 3.9.1 Dedicate office space, as noted in Exhibit E, in the new administrative services building for sole use of SAPD. (See attached hereto Exhibit E, Building Floor Plan.)
- 3.9.2 Provide all staffing, equipment and materials necessary to maintain the VSF, beginning at the Growdon Road entrance and including all structures, driveways, fencing, lighting, and paved/unpaved lots.
- 3.9.3 Be responsible for all maintenance of the VSF and repairs as required or as directed by the Chief or his/her designee. Except that any maintenance to the on-site water well will be conducted by the San Antonio Water System.
- 3.9.4 Ensure all parking areas remain clean, all parking spaces are clearly marked, all wheel stops are properly aligned and unbroken, and all handicapped and reserved parking spaces are used only by appropriate persons, by contacting the appropriate authorities.
- 3.9.5 Reserve five parking spaces adjacent to the new administrative services building at all times for use by the City.
- 3.9.6 Provide all janitorial services, including trash removal and disposal, at all buildings at the VSF.
- 3.9.7 Provide for the collection and disposal of all trash and debris on the VSF grounds and keep the grounds free of unsightly vegetation.
- 3.9.8 Provide public access to not less than two (2) compliant portable restrooms, which are compliant with the Americans with Disabilities Act, in the unsecured parking lot area of the VSF. Maintain and service the portable restrooms on a regular basis, as approved by the City.
- 3.9.9 Contractor is responsible for 2/3 of the electricity and water expenses of the facility, while the City is responsible for 1/3. The City will invoice Contractor for payment to the City of 2/3 of these expenses. The water expenses include the operation and maintenance fees and expenses as assessed by San Antonio Water System.

3.10. Security. Contractor shall implement and maintain the following Security measures:

- 3.10.1 Provide security measures to protect the vehicles at the VSF.

- 3.10.2 Provide security measures to ensure the safety of all persons visiting and/or working at the VSF.
- 3.10.3 Contractor shall use best efforts to complete the installation of the surveillance system at Section 3.10.4 prior to the expiration of the Transition Period. Failure to complete the installation within the Transition Period shall not be deemed a default under this Agreement. Notwithstanding, Contractor agrees to complete the installation of the surveillance system within one hundred twenty (120) days from the date City Council approves the award of this Agreement to Contractor. Failure to complete installation within one hundred twenty (120) days from the date this Agreement is fully executed shall be a default under this Agreement.
- 3.10.4 Contractor shall operate and maintain a surveillance system with recording capability that meets or exceeds the following requirements: minimum of 16 exterior pan/tilt/zoom cameras mounted no less than 12' high; minimum of 6 exterior fixed mount cameras; minimum of 1 interior fixed mount camera to record all cash transactions. Surveillance system shall include license plate recognition software capable of documenting (in ODB compliant form) all vehicles entering and leaving VSF. Contractor shall utilize only Bosch digital video recorders (Bosch DiBos Video Recorder and Transmission System, Version 8), 32 camera system with each DVR unit equipped with a hard drive sized to record 90 days of image storage of all cameras at a minimum of 4 frames (images) per second at a minimum acceptable resolution of 640 x 480 per image (4 CIF). The Video Recorder and Transmission System shall be networked and have an assigned static IP address with virus protection. A minimum of two 19" color LCD flat panel display monitors shall be installed by Contractor in the new 2,800 square foot building with one monitor located in the office dedicated for use by the SAPD. Lighting shall be installed and maintained by Contractor at levels adequate to support all interior and exterior surveillance cameras, and exterior perimeter light fixtures shall be metal halide type lighting at a height and spacing necessary to obtain 1 – 5 foot candles with 0.5 foot candles at five feet above the ground level.
- 3.10.5 Contractor shall install and maintain a fence alarm, which shall be integrated with the pan/tilt/zoom cameras. The fence alarm system shall be separated into zones to easily determine location of breach. Pan/tilt/zoom cameras shall be programmed to record breach activity at any point in perimeter fencing. Minimum acceptable camera surveillance system items provided by Contractor shall include Bosch LTC 5416 Series Camera Supply (power supply), Bosch FlexiDome Model VDC-455-V03-2o/s Series Color Fixed Dome Camera (interior fixed mount camera), Unity Series Prepackaged Camera Model #LTC9450/20CH55W Day/Night Fixed (exterior fixed mount camera), and Bosch Model PRST Series Pressurized Outdoor Dome Housing System (exterior pan/tilt/zoom camera).

- 3.10.6 Prior to installation, Contractor shall submit surveillance system plan – including components by brand and model – to SAPD for approval.
- 3.10.7 Provide SAPD with remote and physical access to the surveillance system at all times and retain recorded images for ninety (90) days unless otherwise directed by SAPD.
- 3.11 Staffing and Hiring Requirements
 - 3.11.1 Complete background checks (including criminal background check), to include fingerprinting and obtaining written verification from federal, state and local law enforcement, prior to hiring individuals to be employed at the VSF. This provision shall not apply to existing SAPD employees that are subsequently hired by Contractor.
 - 3.11.2 Hire SAPD off-duty officers to provide security at the VSF at all times to:
 - 3.11.2.1 maintain security for the VSF property and equipment, the assigned staff and visiting public;
 - 3.11.2.2 settle disturbances or disputes that occur at the VSF;
 - 3.11.2.3 maintain constant visual security via surveillance cameras and patrol of the entire VSF to include row by row inspection and checking the fence closely for signs of unlawful entry.
 - 3.11.3 For the initial staffing recruitment, Contractor shall consider current City VSF personnel prior to considering non-City personnel.
 - 3.11.4 Contractor shall provide Health Insurance effective immediately upon the hire date for any current City VSF personnel hired from the initial staffing recruitment
 - 3.11.5 Contractor shall offer personnel benefits as outlined in Exhibit C, including safety bonuses.
 - 3.11.6 Contractor's selected On-Site General Manager for the VSF is Ben Lopez who shall, enter into an employment agreement with Contractor for at least the initial year of this Agreement, not including the transition period, and shall remain on-site during business hours. In the event that Ben Lopez is unable or unwilling to remain the On-Site General Manager, his replacement shall have similar experience as a vehicle facilities manager.
 - 3.11.7 Contractor's Senior Vice President of Operations and the Southwest Regional Controller will meet quarterly, at a minimum, with Contractor's on-site

General Manager and City, and as requested to discuss all matters. The meetings may be in person or by telephone.

- 3.11.8 Contractor shall have no more than 21 employees employed on-site and City shall have no more than 3 employees employed on site during any 60-day period. Under no circumstances shall Contractor and City have a combined number of employees employed on site totalling more than 24 during any 60-day period, such that the VSF is not a public water system as defined in 30 TAC § 290, which states:

[A] public water system [is] when the total potential service connections in the combined systems are 15 or greater or if the total number of individuals served by the combined systems total 25 or greater at least 60 days out of the year. Without excluding other meanings of the terms "individual" or "served," an individual shall be deemed to be served by a water system if he lives in, uses as his place of employment, or works in a place to which drinking water is supplied from the system.

3.12 Capital Improvements. Contractor shall provide Capital Improvements to include all staffing, equipment, and materials for said improvements to the VSF, as listed in Exhibit A during the term of this Agreement therein specified and at the estimated costs stated or greater. All Capital Improvements to the VSF by Contractor (to the exclusion of computer software of Contractor that is proprietary or otherwise protected as set forth in Section 3.4) shall become the property of City. Specific requirements for public work improvements are in Article X. Notwithstanding, City acknowledges that although the Contractor will expend the total sum of the estimated Capital Improvements per Exhibit A, the individual estimates for projects that make up the total Capital Expenditure may vary and thus the individual expenditure amounts may vary from those set forth in Exhibit A and Contractor understands that all such variances must be approved by the Chief or his/her designee.

3.13 Financial Management, Records, and Audit. Contractor shall provide the following financial management services, records and audit:

- 3.13.1 Reconcile daily monies collected to daily vehicle release activities.
- 3.13.2 Reconcile monies collected on each auction sales activities.
- 3.13.3 Deposit all revenue collected on a daily basis using an armored transport service.
- 3.13.4 Provide all staffing, equipment, and materials to:
 - 3.13.4.1 Provide efficient and timely service to customers of the VSF
 - 3.13.4.2 Establish and maintain adequate records to accurately and easily reflect chain of custody of all received vehicles and property and all

information pertinent to the receipt, impoundment, and/or release of all vehicles and property delivered to the VSF, pursuant to Section 6.2 of this Agreement.

- 3.13.5 Maintain all records and documentation related to operations, maintenance, and improvements of the VSF, pursuant to Section 6.2 of this Agreement.
- 3.13.6 Contractor shall furnish reports at no charge, as may be reasonably requested by the City to confirm compliance with performance of Agreement terms and conditions. Reporting requirements will specifically include, but not be limited to:
 - 3.13.6.1 a Monthly Report, in the format presented in Exhibit C, or as revised by mutual agreement of the parties, on the twentieth day of each month during the Agreement term, beginning with the fourth month;
 - 3.13.6.2 a Weekly Report, in the format presented in the Exhibit C, or as revised by mutual agreement of the parties, on Tuesday of each week during the Agreement term, beginning on the first Tuesday of the third month of the Agreement term.
- 3.13.7 Contractor shall annually engage an independent Certified Public Accountant (CPA) to perform procedures, agreed upon with the City, to analyze and assess the accuracy of reported adjusted gross sales for the preceding year, as of the anniversary date of the Agreement, in accordance with the Statements on Standards for Attestation Engagements, as well as any other standards as they may apply. The independent CPA shall furnish, within 90 calendar days of the end of the Agreement year, the written report on agreed-upon procedures to the City. The independent CPA must state in his report an opinion whether the adjusted gross sales and all other fees collected on behalf of the City as defined in the Agreement and the amounts paid to the City during the preceding year of the agreement, were made in accordance with the applicable terms of the agreement and are accurately stated. In the event the report shows that there has been a deficiency in the adjusted gross sales reported to the City or the payments due to City, then such deficiency shall become immediately due and payable with interest at the maximum legal rate under applicable law from the date when said payments should have been made. In the event the report shows an overpayment to the City, Contractor shall be entitled to a credit against future payments to City.
- 3.13.8 Contractor is required to furnish to Chief or his representative, annual audited financial statements prepared by an independent CPA within one hundred twenty (120) days after the Contractor's fiscal year, during the term of this Agreement. A copy of any management letter issued by the CPA must also be submitted to City.

3.14 Environmental Issues. Contractor shall abide by the following obligations, implementation and maintenance regarding environmental issues:

3.14.1 Contractor shall not introduce any Hazardous Substances to the VSF that violate Environmental Laws.

3.14.2 Contractor shall indemnify the City, defend, and hold it harmless from and against all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, (including reasonable attorney's fees) arising out of, resulting from, or relating to, directly or indirectly, the presence of Hazardous Substances in or about the VSF introduced by Contractor or its agents, employees, or invitees, and that violate Environmental Laws, specifically including toxic torts. However, Contractor is not obligated to remedy or indemnify, defend and hold the City harmless from and against any costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, (including reasonable attorney's fees and toxic torts) arising out of, resulting from, or relating to, directly or indirectly, the presence of Hazardous Substances in or about the VSF that existed at the VSF prior to Contractor's possession of the VSF. Attached hereto as Exhibit F are copies of a Phase I Environmental Site Assessment, dated September 4, 2007, and performed by Environmental Resources Management of Austin, Texas, and a Phase II Environmental Investigation, dated October 30, 2007, and performed by the City's Solid Waste Management Department, evidencing the environmental condition of the VSF prior to Contractor's possession of the VSF. (See attached hereto Exhibit F, Phase I and Phase II as referenced in Section 3.14.) Contractor has completed its due diligence according to the instructions in the RFP.

3.14.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within twenty (20) business days, of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel and file an appearance on behalf of the City within such time period required by the court in which jurisdiction the complaint is pending for filing an appearance on behalf of the City, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City related to securing the defense counsel and to file an appearance or take any other action to protect its interests in court in the matter at issue. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

3.14.4 At the termination of any agreement to operate and maintain the VSF, Contractor shall return the property in substantially the same condition received by

Contractor, wear and tear excepted, and as otherwise modified and improved through the performance of this Agreement.

- 3.14.5 Contractor shall permit access to the VSF by the City to conduct sampling, testing, and analysis of well water and other media at the VSF. The City will share with URT and provide written copies to URT of any and all reports, studies, assessments, expressions of professional opinion, correspondence, or other information that arises from or relates to such sampling, testing, and/or analysis of well water and other media.
- 3.14.6 "Environmental Laws" shall mean one or more of the following (i) The Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq. ("CERCLA"), (ii) the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq. ("SWDA"), (iii) the Federal Resource Conservation and Recovery Act of 1986 42 U.S.C § 6921 et seq., (iv) the Clean Water Act, 33 U.S.C. § 1321 et seq., (iv) the Clean Air Act, 42 U.S.C. § 7401 et seq., (v) any other federal or state law, ordinance, regulation, order or decree that relates to Hazardous Substances or regulated wastes, and (vi) any present federal or state regulation, ordinance, code, license, approval, order, decree, permit, authorization, Environmental Protection Agency requirement, or any state equivalent agency requirement, in each case concerning or relating to the handling, use, presence, production, operation, transportation, treatment, storage, labeling, testing, processing, discharge, disposal, release, control or clean-up of any Hazardous Substances or regulated wastes.
- 3.14.7 "Hazardous Substances" shall mean any and all hazardous and toxic substances, wastes or materials, any pollutants, contaminants, or dangerous materials (including polychlorinated biphenyls, friable asbestos, volatile and semi-volatile organic compounds, oil, petroleum products and fractions and radioactive materials), or any other similar substances regulated under Environmental Laws.
- 3.14.8 The Contractor shall make any regulatory claim, demand, notice of violation, or any letter or expression of environmental concern from an agency, immediately known to the City without delay. Contractor shall share with the City and provide written copies of any and all correspondence, studies, assessments, and expressions of professional opinion, written and unwritten, formal and informal that may be generated by an environmental agency as a result of any environmental agency inquiry, claim, enforcement action, or letter of concern. Contractor shall have no privilege to withhold any information from the City in this regard.
- 3.14.9 The Contractor shall particularly address storm water compliance requirements of both state and federal agencies, i.e., the Texas Commission on Environmental Quality (TCEQ) and USEPA (United States Environmental Protection Agency). Storm water management plans for the site shall be the Contractor's responsibility, using BMP (best management practices) or other methods deemed

necessary or suggested by regulatory guidance or as determined by the City's Environmental Services Manager in collaboration with the Drainage Utility Manager, to ensure compliance with the City's NPDES/TPEDS permit (National/Texas Pollution Discharge Elimination Systems permit). Specifically, Contractor agrees to employ at least the following BMP measures: (a) to segregate vehicles that are visibly leaking fluids, from other vehicles, by confining leaking vehicles to an area approximately 50' by 300', the run-off from which area may be addressed with either a berm or drainage containment, or both, at Contractor's discretion as may best inhibit run-off from the leaking vehicles; (b) no fewer than one time per month, sweep the entire premises to capture and legally dispose of sand, absorbent media, if any, and other debris; and (c) during the first year of Contractor's operation, Contractor shall re-top the asphalt as set forth in Exhibit A.

3.14.10 Contractor shall be responsible, at its sole expense for responding, answering, and remediating any and all conditions so directed or demanded by a State or Federal regulatory agency arising from or related to the presence of Hazardous Substances in or about the VSF introduced by Contractor or its agents, employees, or invitees and that violate Environmental Laws. This remediation obligation shall survive until the expiration of the applicable statute of limitations.

IV. COMPENSATION TO CONTRACTOR, PAYMENT TO CITY,

4.1 Pursuant to San Antonio Municipal Code, Chapter 19, Impounding, Article II, Sections 19-51.1, 19-53 and 19-53.1, Customers/Lien-holders are required to pay an Impound Fee, a Notification Fee and a Storage Fee (per day held in impound) and taxes on the Storage fee. In consideration of Contractor's performance in a satisfactory and efficient manner, as determined solely by Chief, of all services and activities set forth in this Agreement, Contractor shall receive these fees, along with Other Services Fees (as defined herein).

4.1.1 The City authorizes Contractor to make disbursement to itself for performance under this Agreement every two (2) weeks from the bank account utilized by Contractor to deposit revenues collected pursuant to this Agreement.

4.2 No additional fees or expenses of Contractor shall be charged by Contractor nor be payable by City, including, but not limited to charges to City for internal towing within the variously designated sub-lots at Growdon Road, and impound fees on an auction vehicle, postage, and notary fees. The parties hereby agree that all compensable expenses of Contractor have been provided for in the total payment to Contractor as specified in section 4.1 above, and as provided for elsewhere herein.

4.3 City shall not be obligated or liable under this Agreement to any party, other than Contractor, for the payment of any monies or the provision of any goods or services.

4.4 The compensation set forth in this Article is payable solely from the payments received by Contractor for items and services affiliated with the operation of the VSF. Contractor acknowledges and agrees that the City's liability for any and all payments hereunder shall be limited by this provision. No other funds are or will be appropriated for this Agreement.

4.5 Minimum Annual Guarantee. Contractor shall pay to City each year of the Agreement term, the following Minimum Annual Guarantee.

Year of Agreement Term	Amount of Proposed Minimum Annual Guarantee
Year 1	\$20,000.00
Year 2	\$110,000.00
Year 3	\$135,000.00
Year 4	\$150,000.00
Year 5	\$150,000.00
Year 6	\$150,000.00
Year 7	\$165,000.00

4.6 Percentage for Percent Payment on Total Adjusted Gross Sales. Contractor shall pay the City the Minimum Annual Guarantee or the Percentage for Percent Payment of the Total Adjusted Gross Sales, whichever is greater. The Percentage for Percent Payment on Total Adjusted Gross Sales shall be two percent (2%).

4.7 Contractor shall provide payment to City in the following manner:

4.7.1 On the first day of each month during the Agreement term, beginning with the third month, pay to City a monthly payment equal to 1/12 of the proposed Minimum Annual Guarantee for the applicable Agreement year.

4.7.2 On the twentieth day of each month during the Agreement term, beginning with the fourth month, pay to City an amount equal to the difference between a Two Percent (2%) Payment on Total Adjusted Gross Sales for the preceding month and 1/12th of the Minimum Annual Guarantee, if the Two Percent (2%) Payment on Total Adjusted Gross Sales is higher than 1/12th of the Minimum Annual Guarantee. Adjusted Gross Sales shall include:

4.7.2.1 payments received by Contractor, whether by cash, check or credit card, for any item or service affiliated with the operation of the VSF including Notification Fees, Impound Fees, Storage Fees and Other Services Fees less: 1) sales tax collected and properly remitted to taxing authorities and 2) any SAPD authorized refunds to the public; and,

4.7.2.2 lost notification, impound and/or storage fee revenue resulting from errors or omissions on the part of Contractor.

- 4.7.3 Total Adjusted Gross Sales shall NOT:
- 4.7.3.1 be offset for returned items;
 - 4.7.3.2 include any amount of Towing Fees (which shall include any fees identified on the TSR) collected by Contractor on behalf of the City;
 - 4.7.3.3 include any amount of Auction Processing Fees or Auction Proceeds collected by Contractor on behalf of City;
 - 4.7.3.4 include collections from Other Collection Activities performed by Contractor on behalf of the City as may be required of Contractor during the term of the Agreement.
- 4.7.4 For months in which the Two Percent (2%) Payment on Total Adjusted Gross Sales is less than 1/12th the Minimum Annual Guarantee, there will be no offsetting against prior months' Percent Payment on Total Adjusted Gross Sales.
- 4.7.5 On Tuesday of each week during the Agreement term, beginning on the first Tuesday of the third month of the Agreement term, pay to City a payment of all Towing Fees, Auction Processing Fees, Auction Proceeds, and all funds collected by Contractor through Other Collection Activities in the prior week (Tuesday through Monday).
- 4.7.6 Contractor agrees to mail payments due to the City as described in this section to the City at the following address:

City of San Antonio, Police Department
ATTN: Fiscal Operations Manager
214 West Nueva, Third Floor
San Antonio, TX 78283-3966

or as otherwise directed by City during the term of this Agreement.

V. OWNERSHIP OF DOCUMENTS

5.1 Contractor acknowledges and agrees that all Local Government Records created or received in the transaction of official business, or the creation or maintenance of which were paid for with public funds, are public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such Local Government Records produced by or on the behalf of Contractor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Contractor.

5.2 Contractor acknowledges and agrees that all Local Government Records, as

described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City. Contractor shall be required to turn over to City, all such records. Contractor may retain a copy of such records with City's consent; however, all such records shall remain confidential and may not be released without City's prior written consent. Contractor acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Contractor to return said documents to City prior to or at the conclusion of said retention. This provision shall survive termination of this Agreement.

5.3 Contractor understands and acknowledges that as the exclusive owner of any and all such Local Government Records, City has the right to use all such writings, documents and information as City desires, without restriction.

5.4 Notwithstanding anything herein to the contrary, if Contractor is presented with a request for documents by an administrative agency or with a subpoena duces tecum regarding any Local Government Records, Contractor must immediately give notice to the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the Local Government Records are submitted to a court or third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

VI. RECORDS RETENTION & AUDIT

6.1 The City reserves the right to audit Contractor's and subcontractors books and records which the City determines relevant to this agreement for the purpose of determining the accuracy of reported adjusted gross sales and Contractor's and subcontractors' compliance with the Agreement. Contractor and his subcontractors shall maintain their books and records in sufficient detail to allow determination of sales revenue, taxes, and refunds related to each fee category. City reserves the right to require that any and all such books and records be submitted for audit to the City or to a CPA selected by the City, or any other City designee. If it shall be determined, as a result of such audit, that there has been a deficiency in the adjusted gross sales reported to the City or the payments due to the City, then such deficiency shall become immediately due and payable with interest at the maximum legal rate under applicable law from the date when said payments should have been made. In addition, if gross revenues or payment have been understated by more than two (2) percent of the gross revenues reported to the City during the previous reporting period, then the entire expense of the audit shall be borne by Contractor; otherwise, the cost of such audit shall be the responsibility of the City.

6.2 Retention Period. Contractor shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years from the date this Agreement expires or is otherwise earlier terminated or a longer period if required by state or federal law ("retention period"). If, at the end of the retention period, there is pending litigation or other official inquiries arising from, involving or concerning this documentation or the services provided hereunder, Contractor shall retain the records until the resolution of such litigation or official inquiry. City may, at its election, require Contractor to return said documents to City

prior to or at the conclusion of said retention period. Video images shall be retained for a period of ninety (90) days, or longer upon request by SAPD, or if required by state or federal law.

6.3 Contractor further agrees to include in its subcontractor agreements hereunder a provision to the effect that subcontractor agrees that the City shall, until the expiration of four (4) years from the date the subcontract expires or is otherwise earlier terminated or a longer period if required by state or federal law ("subcontractor retention period"), have access to and right to examine any books, documents, papers and records of such subcontractor, involving transactions to the subcontract, and further that the City shall have access during normal working hours to all subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this article.

6.4 Nothing herein shall be construed as limiting City's rights of access to any examination of books, documents, papers and records, which may exist independently of this contract provision.

6.5 Any audits conducted hereunder may be made by the City Auditor or her designated staff, or by a third party auditor of City's choice. Any funds discovered pursuant to an audit hereunder as due to City by Contractor must be paid with interest by Contractor to City within 30 days notice thereof. Interest shall accrue on said funds from the date such funds should have initially been paid to City at the rate of 12% annually, or the maximum rate allowed by law, whichever is less, until paid. If the auditor's report demonstrates that a refund is due to Contractor, City shall pay Contractor the amount due within 30 days receipt of such report

6.6 Contractor shall take all necessary precautions to ensure that all cash income received from any source and non-cash income, (i.e. credit cards), are immediately recorded

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. After the expiration of three hundred sixty-five (365) calendar days after this Agreement is fully executed, the City shall have the right to terminate this Agreement upon no less than 30 calendar days written notice, which notice shall be provided in accordance with Article VIII. Notice. After the expiration of three hundred sixty-five 365 calendar days after this Agreement is fully executed, Contractor shall have the right to terminate this Agreement upon no less than 180 calendar days written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

- 7.3.1 the sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting;
- 7.3.2 Contractor is adjudicated a voluntary or involuntary bankrupt;
- 7.3.3 Contractor institutes or suffers to be instituted any proceeding for a reorganization or rearrangement of Contractor's affairs;
- 7.3.4 Contractor makes an assignment for the benefit of creditors;
- 7.3.5 Contractor becomes insolvent or has a receiver of Contractor's assets or property appointed;
- 7.3.6 Contractor commits a material breach of the terms of this Agreement, or any series of breaches, which while not material in and of themselves, constitute a material breach taken as a whole.

7.4 Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this section below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Contractor fails to cure the default to City's satisfaction within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against Contractor's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

- 7.4.1 failure to comply with the terms and conditions stated in Article XV. SBEDA and with Contractor's Good Faith Effort Plan.
- 7.4.2 failing to perform or failing to comply with any covenant herein required, other than a material breach as provided in 7.3.6 above;
- 7.4.3 performing unsatisfactorily, as determined solely by Chief.

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Contractor shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of

compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested.

7.7 Upon the effective date of termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.

7.8 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

In Person:

City of San Antonio
San Antonio Police Department
214 West Nueva
San Antonio, Texas 78207
Attn: Deputy Chief Geraldine Garcia

By Mail:

City of San Antonio
San Antonio Police Department
Post Office Box 839948
San Antonio, Texas 78283

If intended for Contractor, to:

Chief Executive Officer
United Road Towing, Inc.
9550 Bormet Drive, Suite 301
Mokena, IL 60448

IX. PERFORMANCE BOND

9.1 Performance Bond.

- 9.1.1 Contractor shall furnish City a performance bond in the amount of ONE MILLION, ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,100,000), within ten (10) days from final award of this Agreement, which award is subject to City Council approval as evidence by passage of an ordinance. The parties acknowledge and agree that it is a condition precedent to this Agreement to comply with this Section.
- 9.1.2 Contractor shall provide a performance bond made payable to the City of San Antonio and executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the amount of \$1,100,000. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee (City) for all damages or losses resulting from the principal's (Contractor or Subcontractor) default. Said bond shall further guarantee the principal's performance of all terms and obligations under this Agreement, including, but not limited to, the public works projects. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this Agreement, or under a contract between Contractor and any subcontractor for work performed under this Agreement. The bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to the Texas Insurance Code, Section 525.051, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. The bond must be executed and delivered to City prior to commencement of work under this Agreement.
- 9.1.3 Should Contractor fail to produce said performance bond as required herein, Contractor shall be in default of this Agreement. In the event of said default, City may, at its option, terminate this Agreement in whole or in part.
- 9.1.4 Contractor shall be obligated to maintain said Performance Bond described in Section 9.3 above until three months following expiration of this Agreement, including any renewal terms, if exercised.

X. PUBLIC WORKS PROJECTS

- 10.1 Payment Bond for "Public Works" Projects
- 10.1.1 Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of the public works projects in this Agreement. Said bond shall be executed by a corporate surety acceptable to City,

licensed pursuant to the Texas Insurance Code in the amount of \$570,000. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this Agreement or under a contract between Contractor and any subcontractor for work performed under this Agreement. As the public works projects are completed and approved by City, said payment bond amount may be reduced to an amount equivalent to the value of the remaining public work projects to be completed under this Agreement. These reductions shall be reflected by a written amendment to this Agreement, executed by the Chief of Police, without further action by the San Antonio City Council.

10.2 Prevailing Wage Rate Definitions

10.2.1 “Prevailing Wage Rate” – that rate which has been determined by City to be the applicable prevailing wage rate, including the per diem rate and the rate for legal holiday and overtime pay, as set forth in Exhibit G attached hereto and fully incorporated herein, for each category of worker. (See attached hereto Exhibit G, Prevailing Wage Rates.)

10.2.2 “Worker” - person employed by Contractor or a Subcontractor in the execution of this Agreement. A worker includes, but is not limited to, laborers and mechanics.

10.3 Payment of Prevailing Wage Rate

10.3.1 Contractor, or subcontractor if any, shall pay to its workers not less than the prevailing wage rate for that class of worker as described in said Exhibit G. Further, Contractor shall stipulate in all call for bids and contracts with subcontractors engaged by Contractor in furtherance of the execution of this agreement that said subcontractors pay not less than the prevailing wage rate for its workers, and shall attach as an exhibit to said contracts a copy of Exhibit G.

10.4 Penalty for Non-payment of Prevailing Wage Rates

10.4.1 A Contractor or Subcontractor who pays less than the prevailing wage rate to its workers, shall pay to City Sixty Dollars (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in this Agreement. Contractor shall stipulate in all contracts with subcontractors engaged by Contractor in furtherance of the execution of this agreement that Subcontractor is subject to this \$60.00 penalty if Subcontractor fails to pay said prevailing wage rates to its workers.

10.4.2 In accordance with Chapter 2258, TEX. GOV'T CODE, City shall be entitled to withhold payment from Contractor under this Agreement to satisfy this penalty,

even if the party incurring the penalty is a Subcontractor of Contractor. If City withholds payment from Contractor as a result of a Subcontractor's violation, Contractor may withhold payment from said Subcontractor in accordance with said Chapter 2258. Further, release or disbursement of funds withheld as a penalty hereunder shall be governed by said Chapter 2258.

10.5 Prevailing Wage Records

10.5.1 Contractor and Subcontractor shall keep a record showing: (1) the name and occupation of each worker employed by the Contractor or Subcontractor; and (2) the actual per diem wages, including legal holiday and overtime wages, paid to each worker. These records shall be open at all reasonable hours to inspection by the officers and agents of City. Contractor shall stipulate in all contracts with subcontractors engaged by Contractor in furtherance of the execution of this agreement that Subcontractors must maintain and make available for inspection the records as described in this article.

10.6 Workers' Compensation Insurance Coverage Definitions

10.6.1 "Certificate of coverage" ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

10.6.2 "Duration of the project" – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

10.6.3 "Persons providing services on the project" ("subcontractor") – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity who furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

10.7 Contractor shall provide workers' compensation coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

10.8 Contractor must provide a certificate of coverage to City prior to being awarded the contract.

10.9 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with City showing that coverage has been extended.

10.10 Contractor shall obtain from each person providing services on a project, and provide to City:

10.10.1 A certificate of coverage, prior to that person beginning work on the project, so City will have on file certificates of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

10.10.2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

10.11 Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

10.12 Contractor shall notify City in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

10.13 Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

10.14 Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

10.14.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

10.14.2 Provide Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

- 10.14.3 Provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 10.14.4 Obtain from each other person with whom it contracts, and provide to Contractor:
 - 10.14.4.1 a certificate of coverage, prior to the other person beginning work on the project; and
 - 10.14.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 10.14.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 10.14.6 Notify City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 10.14.7 Contractually require each person with whom it contracts, to perform as required by paragraph 10.14.1 through 10.14.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- 10.14.8 By signing this Agreement or providing or causing to be provided a certificate of coverage, the Contractor is representing to City that all employees and employees of subcontractors who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, civil penalties, or other civil actions.
- 10.14.9 Contractor shall include the requirements in Section 10.2 through 10.14 in any call for bids as well as any contracts for public works projects provided hereunder.
- 10.14.10 Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles City to declare the Agreement void if Contractor does not remedy the breach within 10 days after receipt of notice of breach from City.

10.15 Competitive Bidding of "Public Works" Projects

10.15.1 In completing the "public work" obligations hereunder, Contractor shall comply with all bidding requirements contained in the Texas Local Government Code, Chapters 252 and 271.

10.15.2 Contractor shall contractually require each person with whom it contracts to complete its "public work" obligations to comply with all bidding requirements contained in the Texas Local Government Code, Chapters 252 and 271.

XI. INSURANCE

11.1 Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all endorsements required in Section 11.5 below and an original completed Certificate(s) of Insurance to the City's Police Department, which shall be clearly labeled "*Growdon Road Operations and Maintenance*" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Police Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

11.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

11.3 A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), or A or better, by Standard and Poor, including but not limited to the following types and amounts:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000

3. Commercial General Liability Insurance to include coverage for the following: <ol style="list-style-type: none"> a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability 	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$5,000,000 <u>General Aggregate</u> , or its equivalent in <u>Umbrella</u> or <u>Excess Liability Coverage</u>
4. Business Automobile Liability <ol style="list-style-type: none"> a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles 	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Environmental Impairment Liability /Pollution Legal Liability Insurance	\$10,000,000 per occurrence to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission.
6. Builder's Risk	In the event Respondent undertakes construction of or major renovation of an improvement to the VSF, Builder's Risk will be required in the amount of the value of the construction/renovation.
7. Crime/Employee Dishonesty (including monies and securities)	\$250,000
8. Indemnification Bond	\$250,000

11.4 The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and, when reasonable, may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided in Section 11.6 herein within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

11.5 Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, Boards, Commissions and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers’ compensation and employers’ liability policies will provide a waiver of subrogation in favor of the City.

11.6 When there is a suspension, cancellation, non-renewal or material change in coverage which is not made pursuant to a request by City, Contractor shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Contractor knows of said change in advance, or ten (10) days notice after the change, if the Contractor did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

City of San Antonio
Police Department
P. O. Box 839948
San Antonio, Texas 78283

11.7 If Contractor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Contractor’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

11.8 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor’s or its subcontractors’ performance of the work covered under this Agreement.

11.9 It is agreed that Contractor’s insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

XII. INDEMNIFICATION

12.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, property damage, made upon the CITY

directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this AGREEMENT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT.

12.2 It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE (EXCLUDING INTENTIONAL, WILLFUL, WANTON, MALICIOUS, OR OTHER NON-NEGLIGENT CONDUCT OF THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS OR REPRESENTATIVES), provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the conduct, act, or omission of the City, its elected officials, employees, officers, directors, volunteers or representatives, is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

12.3 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this AGREEMENT and shall see to the investigation and defense of such Indemnified claim or demand as set forth above at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

12.4 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CONTRACTOR shall retain City approved defense counsel within twenty (20) business days, of City's written notice that City is invoking its right to indemnification under this Agreement. If CONTRACTOR fails to retain

Counsel and file an appearance on behalf of the City within such time period required by the court in which jurisdiction the complaint is pending for filing an appearance on behalf of the City, City shall have the right to retain defense counsel on its own behalf, and CONTRACTOR shall be liable for all costs incurred by City related to securing the defense counsel and to file an appearance or take any other action to protect its interests in court in the matter at issue. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

12.5 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker’s compensation or other employee benefit acts.

12.6 Environmental Laws – The terms of this Section 12 shall not apply to any costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, arising out of, resulting from, or relating to, directly or indirectly, Environmental Issues, Environmental Laws, Hazardous Substances (“Environmental “Claims”). Environmental Claims shall be governed solely by the terms of Section 3.14.

XIII. ASSIGNMENT AND SUBCONTRACTING

13.1 Contractor shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Contractor. Contractor, its employees or its subcontractors shall perform all necessary work.

13.2 It is City’s understanding and this Agreement is made in reliance thereon, that Contractor intends to use the subcontractors identified in the SBEDA Good Faith Effort Plan (“SBEDA Plan”) submitted with its proposal. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by the Managing Department Director and the Economic Development Director or designee, as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.

13.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the Managing Department Director and the Economic Development Director or designee.

13.4 Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor unless the terms of the City's consent provide otherwise.

13.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

XIV. INDEPENDENT CONTRACTOR

The parties agree that Contractor will perform under the Agreement as an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Contractor. Contractor has no authority to bind City.

XV. SBEDA

15.1 Contractor hereby acknowledges that it is the policy of the City of San Antonio to assist in increasing the competitiveness and qualifications of small ("SBE"), women ("WBE"), African American ("AABE"), and minority-owned business ("MBE") enterprises in order to afford greater opportunities for obtaining and participating in contracts, related subcontracts, and leases and concessions awarded by the City. This policy and its implementation are known as the Small Business Economic Development Advocacy Program (hereinafter referred to as "SBEDA Program").

15.2 Contractor shall implement the SBEDA Good Faith Effort Plan (hereafter "SBEDA plan") submitted with its proposal under the SBEDA Program for Small, African American, Minority and Women-owned Business Participation in this Agreement, thereby meeting the percentages for participation of those groups as submitted in its proposal.

(Contractor's SBEDA plan, as submitted with Contractor's proposal, is attached hereto and referenced as Exhibit H, Contractor's SBEDA Plan.) Contractor shall be in full compliance with this article by meeting the percentages listed in its proposal no later than 60 days from the date of execution of this Agreement, and shall remain in compliance throughout the term of this Agreement. Contractor further agrees to continue to make every effort to utilize businesses for subcontracting and supplying during the duration of this Agreement, as may be approved pursuant to this Agreement, which will meet the percentages submitted in its proposal.

15.3 Contractor shall maintain records showing all contracts, subcontracts, and supplier awards to SBE/MBE/AABE/WBE's. Further, such records shall be open to inspection by City or its authorized agent at all reasonable times. Should City find that Contractor is not in compliance with this article, City shall give notice of non-compliance to Contractor. Contractor shall have 15 calendar days after notice of non-compliance to correct any and all deficiencies in compliance with this article. Failure to comply with this article and/or to correct any deficiencies within the time allotted shall be considered a material breach of this Agreement, for which this Agreement may be terminated in accordance with Article VII. Termination.

15.4 In all events, Contractor shall comply with the City's Small Business Economic Development Advocacy Program, contained in San Antonio Ordinance No. 2007-04-12-0396 and any amendments thereto. Said ordinance is incorporated herein for all purposes, as if fully set forth herein.

XVI. CONFLICT OF INTEREST

16.1 Contractor acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

16.2 Pursuant to the subsection above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents (to the exclusion of off-duty police officers that are hired by Contractor pursuant to Section 3.10.8 of this Agreement) are neither officers nor employees of the City. Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVII. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Contractor, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XVIII. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XIX. LICENSES/CERTIFICATIONS/BONDS

Contractor warrants and certifies that Contractor and any other person designated to provide services hereunder has the requisite training, bonding, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, including all states and the federal government, as applicable to the services provided herein, including, but not limited to the bond required by §392.101 of the Texas Finance Code.

XX. COMPLIANCE

20.1 Contractor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

20.2 Both parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

XXI. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other

term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the terms, conditions or covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future compliance with such term, condition, covenant or option. All such changes must be approved by the City Council, as described in Article XVII. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXII. LAW APPLICABLE

22.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

22.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas, or the federal court that has jurisdiction over San Antonio, Texas.

XXIII. LEGAL AUTHORITY

The signer of this Agreement for Contractor represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained.

XXIV. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXV. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXVI. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below, with

this Agreement controlling in the event of a conflict between this Agreement and any Exhibit. All Exhibits are incorporated as if fully set forth herein.

- Exhibit A – Contractor’s Capital Improvement Plan
- Exhibit B – Map of VSF
- Exhibit C – Contractor’s Transition Period Plan
- Exhibit D – Contractor’s IT Transition Period Plan
- Exhibit E – Building Floor Plan
- Exhibit F – Phase I and Phase II as referenced in Section 3.14
- Exhibit G – Prevailing Wage Rates
- Exhibit H – Contractor’s SBEDA Plan

XXVII. USE AND SECURITY OF CITY-SUPPLIED DATA; NO THIRD PARTY INTENDED BENEFICIARY

27.1 Use Restrictions. Contractor and its permitted subcontractors shall make no use of the information supplied by City hereunder except for the purpose of providing services pursuant to this Agreement. Contractor and its subcontractors further shall not sell, transfer, assign or otherwise make available to any other party, whether for consideration or for no consideration, the information supplied by City hereunder without the express prior written consent of City, or as otherwise permitted by Section 5.4.

27.2 Security. Contractor shall assure the security and safety of all City files, documents, computer files, reports, statements and records that are in the possession of Contractor.

27.3 No Third Party Intended Beneficiary. No provision within this Agreement is intended to benefit a third party and thus no provision of this Agreement shall be interpreted to benefit or otherwise create any right or interest in favor of a third party.

XXVIII. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XVII. Amendments.

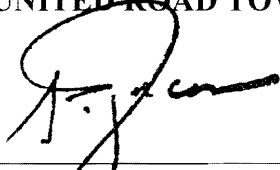
Agreed to by the parties and executed in duplicate copies, each of which shall have the full force and effect of an original, as of the dates indicated below.

CITY:
CITY OF SAN ANTONIO

CONTRACTOR:
UNITED ROAD TOWING, INC.

for 


SHERYL SCULLEY
CITY MANAGER



GERALD CORCORAN
PRESIDENT & CEO

Date: _____
Approved as to Form:

Date: 3/10/08

for 

MICHAEL BERNARD
CITY ATTORNEY

Exhibit A

EXHIBIT A

Year	Amount	Item Description	Basis for Cost
<u>VEHICLE INVENTORY MANAGEMENT SYSTEM</u>			
Year 1	\$ 50,000	Vehicle Inventory Management Software License	Estimate
Year 1	18,000	Handheld Barcode Scanners (Quantity 6)	Estimate
Year 1	4,000	Radio Frequency - Gateway	Estimate
Year 1	20,000	Radio Frequency - Yard Access Points	Estimate
Year 1	45,000	Implementation/Customization costs - Software and Hardware	Estimate
Year 1	<u>\$ 137,000</u>	Vehicle Inventory Management System	
<u>YARD EQUIPMENT/IMPROVEMENTS</u>			
Year 1	\$ 450,000	Pavement	Bid
Year 1	20,000	Building Destruction and Removal	Estimate
Year 1	10,000	Forklift	Estimate
Year 1	<u>\$ 480,000</u>	Subtotal: Yard Equipment / improvements	
<u>OFFICE EQUIPMENT</u>			
Year 1	\$ 2,783	6 Desks	Bid
Year 1	683	8 Desk chairs	Bid
Year 1	728	4 Four drawer file cabinets	Bid
Year 1	302	42" Table	Bid
Year 1	184	4 Other office chairs	Bid
Year 1	4,663	3 PC's with URT image	Bid
Year 1	400	4 Computer Terminals (thin client)	Estimate
Year 1	1,757	7 LCD Monitors	Bid
Year 1	6,000	3 Computer Printers	Bid
Year 1	10,000	Photocopiers (Quantity 2)	Estimate
Year 1	2,000	Trash baskets, desk accessories	Estimate
Year 1	<u>\$ 29,500</u>	Subtotal: Office Equipment	
<u>SECURITY SYSTEM AND FENCING</u>			
Year 1	\$ 100,000	Cameras, Recording and Monitoring System Hardware	Bid
Year 1	25,000	Fence Detection Device	Bid
Year 1	40,000	License Plate Recognition Software	Bid
Year 1	45,000	Cabling - Materials	Bid
Year 1	13,500	Cabling - Labor	Bid
Year 1	30,000	Installation Costs	Bid
	<u>\$ 253,500</u>	Subtotal: Security System and Fencing	
Year 1	\$ 900,000	Total	

Year	Amount	Item Description	Basis for Cost
------	--------	------------------	----------------

Year 2

Year 2	\$ 5,000	Landscaping	Estimate
Year 2	15,000	Pavement - 5,000 Estimated Square Foot Resurfaced	Bid/Estimate
Year 2	\$ 20,000	Total	

Year 3

Year 3	\$ 15,000	Pavement - 5,000 Estimated Square Foot Resurfaced	Bid/Estimate
Year 3	\$ 15,000	Total	

Year 4

Year 4	\$ 15,000	Pavement - 5,000 Estimated Square Foot Resurfaced	Bid/Estimate
Year 4	\$ 15,000	Total	

Year 5

Year 5	\$ 10,000	Pavement - 3,333 Estimated Square Foot Resurfaced	Estimate
Year 5	3,000	Landscaping	Estimate
Year 5	2,000	Fencing/Lighting/Etc.	Estimate
Year 5	\$ 15,000	Total	

Year 6

Year 6	\$ 2,000	Landscaping	Estimate
Year 6	15,000	Pavement - 5,000 Estimated Square Foot Resurfaced	Bid/Estimate
Year 6	3,000	Fencing/Lighting/Etc.	Estimate
Year 6	\$ 20,000	Total	

Year 7

Year 7	\$ 15,000	Fencing/Lighting/Etc.	Bid/Estimate
Year 7	\$ 15,000	Total	

Exhibit B

EXHIBIT
"B"

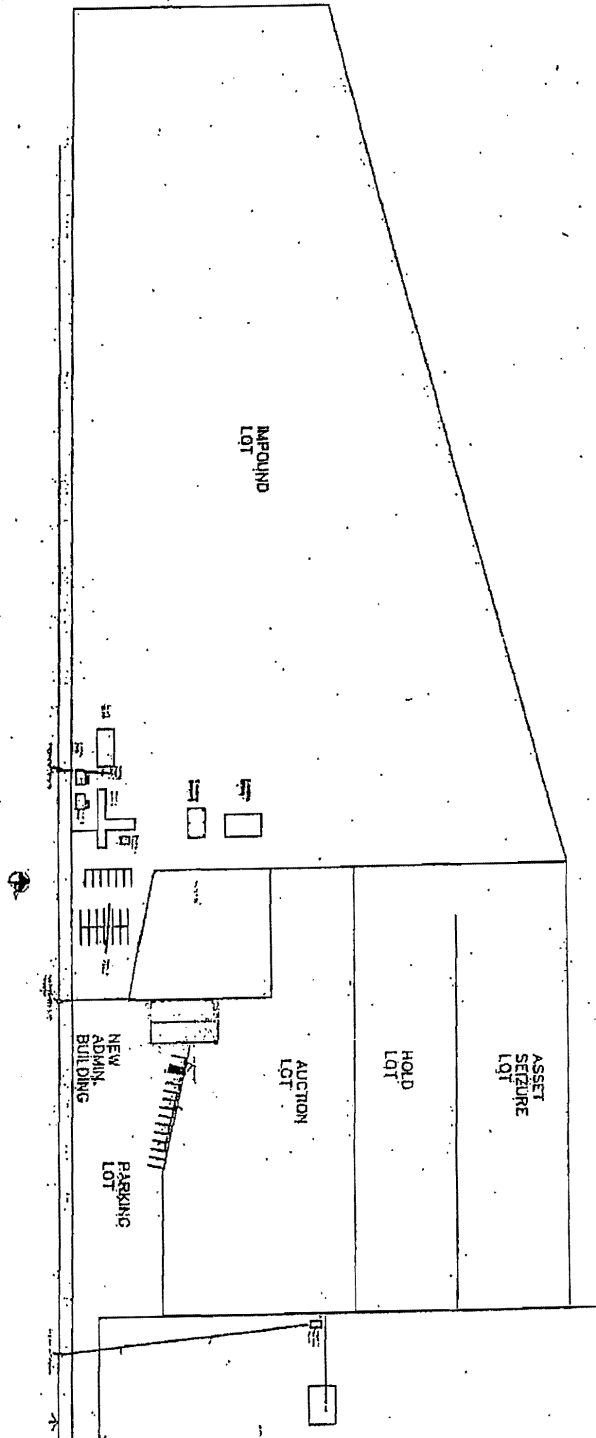


Exhibit C

Exhibit C - Transition Plan

Proposed Accounting System

United Road Towing has extensive experience managing the accounting operations for towing, vehicle storage, and auction sales. Our procedures are reviewed in accordance with our annual financial statement audit, and no internal control weaknesses have been detected. In each market of operation, procedures can and will be modified to suit individual needs, without compromising internal controls. Our planned accounting system as described below may be modified as needed during the transition phase or as business conditions warrant.

Our lot management system is an integrated solution that not only maintains details of vehicle condition and physical location in the yard, but it also calculates customer charges due (segregated into as many distinct revenue or chargeable items as needed) records payments received, prints receipts, and logs and prints reports of each customer service clerk's daily receipts. Our lot management system provides numerous and customizable reports for any reporting period and it will also upload revenue data to United Road Towing's enterprise accounting and general ledger software, MAS 500 by Sage Software.

SAGE MAS 500

sage
software

The proposed accounting system will be computerized, to its fullest potential, but as in any system, manual input will be required. First, upon a vehicle's receipt, the TSR document will be received and a copy maintained for each impounded vehicle. Each TSR document will be data entered into the lot management system by customer service clerks in sufficient detail to capture and segregate all billable charges listed. TSR control numbers will be maintained in the lot management system to allow instant cross referencing of information and location of paper documents. TSR copies will be filed in filing cabinets for necessary retrieval by either date or numerical order.

Funds receipt and vehicle release functions will be initiated at the front window. Customer service clerks will be provided a cash drawer with a sufficient "till" amount to make change for cash paying customers. Customers will provide the customer service clerk with one or more of the following vehicle identification data: Vehicle Identification Number (VIN), license plate, or vehicle make, model and year. The lot management software will be able to search yard inventory to locate the actual or potential vehicle to be released. Customers will be required to supply all required proper documentation (currently includes: a valid government photo identification card/driver's license, proof of ownership, proof of insurance, and / or required proof of vehicle owner's authority from non-owners claiming vehicles on behalf of owners) and that documentation will be copied and retained as evidence of submission and for later audit tracking, if needed. Paper copies of release documentation and receipts will be filed in filing cabinets for necessary retrieval by either date or numerical order. Upon receipt of acceptable funds, a payment receipt (in multiple parts or copies) will be generated from the lot management system and provided to the customer, for VSF files, and as documentary evidence to allow staff to retrieve the vehicle, provided the vehicle is not in "hold" status. The payment receipt will provide detail for all charges paid, which may include; towing fees, storage charges, notification fees, auction sale proceeds, auction processing fees, sales taxes, or other charges directed to be collected. At the end of each customer service clerk's shift, a cash register and balancing report will be generated from the lot management software and all cash collected and the cash drawer till will be returned to the shift supervisor, who will verify all funds received and recorded have been submitted. The customer service clerk and shift supervisor will sign the cash balancing report and all funds, less the till amount, will be deposited (in security clear envelopes) in a drop safe, secured to the premise floor. Either at the end of the day or next morning, the site general manager will open the drop safe and recount all funds and verify amounts balance to system balancing reports. The general manager will then prepare necessary bank deposit ticket for the consolidated receipts collected and place in a clear bank security envelope in the safe until the deposit is retrieved by contracted armored car service. Currently, United Road Towing, utilizes Brinks to performed armored car services, on a daily basis.

Armored car service will deliver deposits to either a Bank of America branch or vault location and deposited funds will be deposited into a separate depository account.

Exhibit C - Transition Plan

Describe URT's information technology implementation plan. Identify software and hardware URT will provide and install at the VSF to support accounting and documentation functions.

Describe URT's plan to provide all furniture, fixtures, and equipment (including computer hardware and connectivity necessary to operate the VSF).

Requirements:

- **Proposal Approved**
- **ATT - T1 Circuit Order**
 - Circuit Request
 - Router
- **DSL / Cable Modem Ordered (if needed)**
- **IT Hardware Purchased**
 - Thin Clients / PC's / Laptop (as needed)
 - Network Switch
 - Wiring Installation / Update (if needed)
 - Printers / Copiers / Fax
 - Server (If needed)
- **IT Software**
 - Citrix Licenses
 - Application deployment from Datacenter
 - Office Application
 - Exchange / Email
 - MAS500
 - Internet
 - ID Account Creation
 - Security
- **Office Space Requirements**
 - Will be purchased via Corporate Staples Account
 - 6 Desks / Office Space
 - Tables
 - Chairs
 - Trashcans / Wastebasket
- **Documentation / Training**
 - On site hands on Training
 - Documentation
 - Dedicated Training PC (Break-room)

Implementation Plan:

Introduction to our environment

- **Information Gathering Meeting**
 - Names
 - Titles
 - Responsibilities
- **ATT T1 Installation**
 - Router
 - Wiring
 - Testing
- **Onsite Hardware Installation**
 - PC

Exhibit C - Transition Plan

- Laptops
- Thin Client
- **Application Deployment**
 - Dynamically pushed from Datacenter
(Applications Listed Above)
- **Documentation of URT Process Handling**
 - IT Hardware Request
 - Support
 - Towing Procedures
 - Inventory Procedures
- **Training**
 - On Site / Hands on training
 - Training Documentation Provided
- **Transition Process**
 - Dual Data Entry
 - SAPD Approval
 - Discontinue current SAPD Application usage

Exhibit C - Transition Plan

Staffing and Training Plan

During the transition period, United Road Towing will employ certain aspects of its National Support Platform to the site to evaluate the current staff, policies, and procedures in place as well as execute the plan displayed in the timeline. Specifically, United Road Towing will deploy our Information Technology staff and to work with the city and the VIMS in order for us employ our proprietary Statman software which has been proven to meet the needs of large pounds in the city of Las Vegas, Los Angeles, and Phoenix.

Furthermore, our Senior Vice Presidents of Operations, who have decades of experience in the towing storage business, will oversee the implementation of our yard improvements as well as structure and document the operations of the facility.

Furthermore, our financial staff, which includes licensed Certified Public Accountants and decades of years of experience in the towing industry, will be implemented to establish the cash management processes and internal controls as well as train the current staff on the controls. Through the resources currently in place and United Road Towing's proven National Support Platform, we desire to improve the processes, appearance, and effectiveness of the Vehicle Storage facility to the benefit of all current stakeholders. The following is an overview of the support team available:

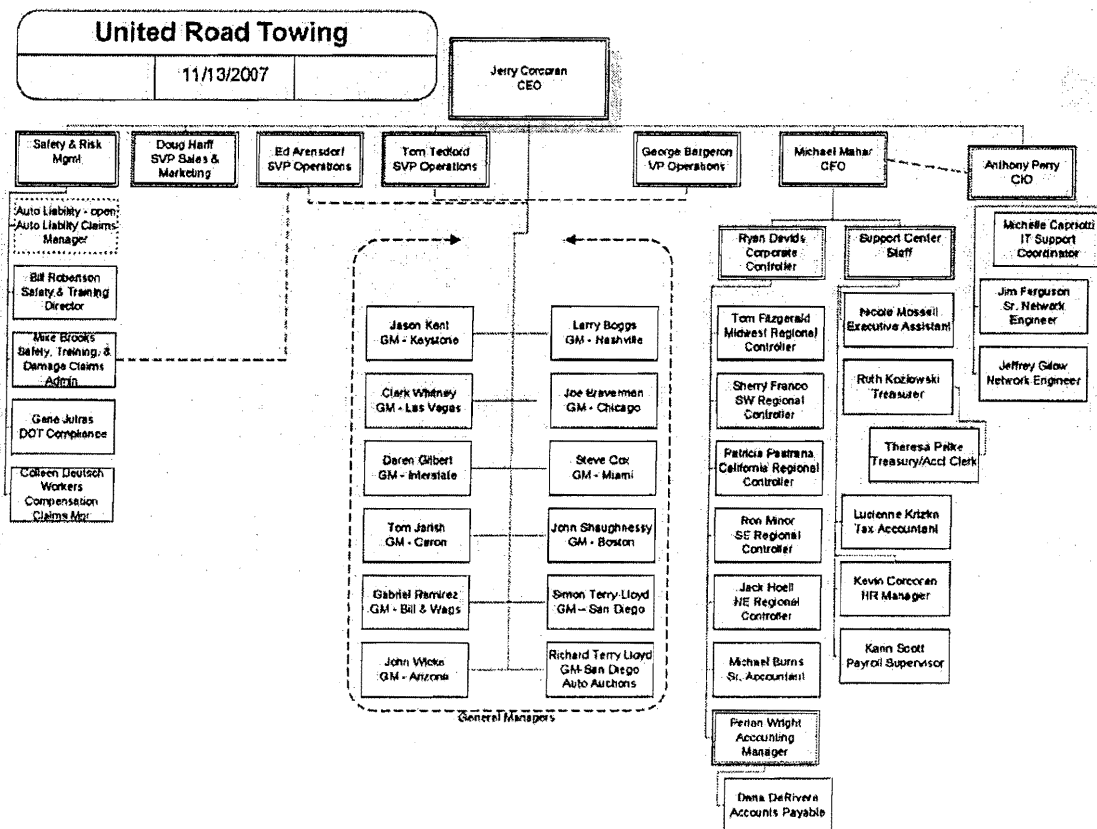


Exhibit C - Transition Plan

Provide copies of all forms to be used and provide samples of all reports to be generated in the administration and financial management of the VSF.

Daily Receipts Audit Report

Date: 4/4/2007

Receipt Time	Vehicle ID #	Currency	Check	Other Pmt	Adjustment	Total
5:37	12981	\$ 66.65				\$ 66.65
6:22	12983	\$ 66.65				\$ 66.65
6:44	12999	\$ 76.65				\$ 76.65
Clerk Subtotal	05-David	\$ 209.95	\$ -	\$ -	\$ -	\$ 209.95
7:23	12457	\$ 409.75				\$ 409.75
8:02	12322	\$ 632.00				\$ 632.00
8:25	13002				\$ 81.65	\$ 81.65
8:35	12566	\$ 221.55				\$ 221.55
9:01	12767		\$ 103.30			\$ 103.30
9:47	12655		\$ 254.85			\$ 254.85
10:15	12411	\$ 282.00				\$ 282.00
10:45	13007	\$ 20.00	\$ 61.65			\$ 81.65
11:35	12965	\$ 81.65				\$ 81.65
11:50	12975		\$ 81.65			\$ 81.65
12:06	12977	\$ 81.65				\$ 81.65
12:18	12966		\$ 71.65			\$ 71.65
12:33	12873		\$ 124.95			\$ 124.95
13:11	12852		\$ 189.90			\$ 189.90
13:42	12931	\$ 103.30				\$ 103.30
14:07	12944	\$ 81.65				\$ 81.65
14:48	12961		\$ 71.65			\$ 71.65
Clerk Subtotal	01-Michael	\$ 1,913.55	\$ 959.60	\$ -	\$ 81.65	\$ 2,954.80
10:30	12844	\$ 233.20				\$ 233.20
12:07	12874	\$ 40.00	\$ 41.65			\$ 81.65
12:22	12888		\$ 81.65			\$ 81.65
13:35	12401		\$ 195.00			\$ 195.00
14:22	12412	\$ 420.00				\$ 420.00
Clerk Subtotal	02-Karin	\$ 693.20	\$ 318.30	\$ -	\$ -	\$ 1,011.50
15:15	12771	\$ 117.95				\$ 117.95
16:21	12824	\$ 91.65				\$ 91.65
16:44	12916	\$ 76.65				\$ 76.65
17:02	12947	\$ 81.65				\$ 81.65
17:33	12677	\$ 520.00				\$ 520.00
18:12	12606	\$ 345.00				\$ 345.00
19:06	12522		\$ 220.00			\$ 220.00
20:44	12811	\$ 103.30				\$ 103.30
Clerk Subtotal	03-Doug	\$ 1,336.20	\$ 220.00	\$ -	\$ -	\$ 1,556.20
15:05	13003	\$ 60.65				\$ 60.65
16:30	13004	\$ 70.65				\$ 70.65
17:45	13007	\$ 75.65				\$ 75.65
19:22	13008	\$ 60.65				\$ 60.65
21:00	13009	\$ 90.65				\$ 90.65
Clerk Subtotal	04-Ruth	\$ 358.25	\$ -	\$ -	\$ -	\$ 358.25
23:30	13010	\$ 65.65				\$ 65.65
Clerk Subtotal	05-David	\$ 65.65	\$ -	\$ -	\$ -	\$ 65.65
DAILY TOTAL		\$ 4,576.80	\$ 1,497.90	\$ -	\$ 81.65	\$ 6,156.35

7 # of Auction Vehicles Paid
33 # of Storage Redeemptions

Daily Activity Report

Date: 4/17/2007

Statistical Reporting Only

Receipt Time	Vehicle ID #	Clark	Total	Storage	Notification Fees	Impound Fees	Sales Tax	Other Service Fees	Auction Processing Fee	Auction Proceeds	Towing Fees Total	Tow Hookup	Tow Miles	Tow Dolly	Tow Labor
5:37	12981	05-David	\$ 66.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 45.02	\$ 35.00	\$ 10.02	\$ -	\$ -
6:22	12963	05-David	\$ 66.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 45.02	\$ 35.00	\$ 10.02	\$ -	\$ -
6:44	12999	05-David	\$ 76.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 55.02	\$ 35.00	\$ 20.02	\$ -	\$ -
7:23	12457	01-Michael	\$ 409.75	\$ 260.00	\$ 50.00	\$ 20.00	\$ 21.13	\$ -	\$ -	\$ -	\$ 58.62	\$ 35.00	\$ 3.62	\$ 20.00	\$ -
8:02	12322	01-Michael	\$ 632.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -
8:25	13002	01-Michael	\$ 81.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 60.02	\$ 35.00	\$ 25.02	\$ -	\$ -
8:35	12566	01-Michael	\$ 221.55	\$ 100.00	\$ 50.00	\$ 20.00	\$ 8.13	\$ -	\$ -	\$ -	\$ 43.42	\$ 35.00	\$ 8.42	\$ -	\$ -
9:01	12767	01-Michael	\$ 103.30	\$ 40.00	\$ -	\$ -	\$ 3.25	\$ -	\$ -	\$ -	\$ 60.05	\$ 35.00	\$ 25.05	\$ -	\$ -
9:47	12655	01-Michael	\$ 254.85	\$ 100.00	\$ 50.00	\$ 20.00	\$ 8.13	\$ -	\$ -	\$ -	\$ 76.72	\$ 35.00	\$ 41.72	\$ -	\$ -
10:15	12411	01-Michael	\$ 282.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32.00	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ -
10:30	12844	02-Karin	\$ 233.20	\$ 100.00	\$ 50.00	\$ 20.00	\$ 8.13	\$ -	\$ -	\$ -	\$ 55.07	\$ 35.00	\$ 20.07	\$ -	\$ -
10:45	13007	01-Michael	\$ 81.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 60.02	\$ 35.00	\$ 25.02	\$ -	\$ -
11:35	12965	01-Michael	\$ 81.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 60.02	\$ 35.00	\$ 25.02	\$ -	\$ -
11:50	12975	01-Michael	\$ 81.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 60.02	\$ 35.00	\$ 25.02	\$ -	\$ -
12:06	12977	01-Michael	\$ 81.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 60.02	\$ 35.00	\$ 25.02	\$ -	\$ -
12:07	12874	02-Karin	\$ 81.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 60.02	\$ 35.00	\$ 25.02	\$ -	\$ -
12:18	12966	01-Michael	\$ 71.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 50.02	\$ 35.00	\$ 15.02	\$ -	\$ -
12:22	12888	02-Karin	\$ 81.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 60.02	\$ 35.00	\$ 25.02	\$ -	\$ -
12:33	12673	01-Michael	\$ 124.95	\$ 60.00	\$ -	\$ -	\$ 4.88	\$ -	\$ -	\$ -	\$ 60.07	\$ 35.00	\$ 25.07	\$ -	\$ -
13:11	12552	01-Michael	\$ 189.90	\$ 80.00	\$ -	\$ 20.00	\$ 6.50	\$ -	\$ -	\$ -	\$ 83.40	\$ 35.00	\$ 8.40	\$ 20.00	\$ 20.00
13:35	12401	02-Karin	\$ 195.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32.00	\$ 163.00	\$ -	\$ -	\$ -	\$ -	\$ -
13:42	12931	01-Michael	\$ 103.30	\$ 40.00	\$ -	\$ -	\$ 3.25	\$ -	\$ -	\$ -	\$ 60.05	\$ 35.00	\$ 25.05	\$ -	\$ -
14:07	12944	01-Michael	\$ 81.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 60.02	\$ 35.00	\$ 25.02	\$ -	\$ -
14:22	12412	02-Karin	\$ 420.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32.00	\$ 388.00	\$ -	\$ -	\$ -	\$ -	\$ -
14:48	12961	01-Michael	\$ 71.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 50.02	\$ 35.00	\$ 15.02	\$ -	\$ -
15:05	13003	04-Ruth	\$ 60.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 39.02	\$ 35.00	\$ 4.02	\$ -	\$ -
15:15	12771	03-Doug	\$ 117.95	\$ 40.00	\$ -	\$ 20.00	\$ 3.25	\$ -	\$ -	\$ -	\$ 54.70	\$ 35.00	\$ 19.70	\$ -	\$ -
16:21	12824	03-Doug	\$ 91.65	\$ 40.00	\$ -	\$ -	\$ 3.25	\$ -	\$ -	\$ -	\$ 48.40	\$ 35.00	\$ 13.40	\$ -	\$ -
16:30	13004	04-Ruth	\$ 70.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 49.02	\$ 35.00	\$ 14.02	\$ -	\$ -
16:44	12916	03-Doug	\$ 78.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 55.02	\$ 35.00	\$ 20.02	\$ -	\$ -
17:02	12947	03-Doug	\$ 81.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 60.02	\$ 35.00	\$ 25.02	\$ -	\$ -
17:33	12677	03-Doug	\$ 520.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32.00	\$ 488.00	\$ -	\$ -	\$ -	\$ -	\$ -
17:45	13007	04-Ruth	\$ 75.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 54.02	\$ 35.00	\$ 19.02	\$ -	\$ -
18:12	12606	03-Doug	\$ 345.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32.00	\$ 313.00	\$ -	\$ -	\$ -	\$ -	\$ -
19:06	12522	03-Doug	\$ 220.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32.00	\$ 188.00	\$ -	\$ -	\$ -	\$ -	\$ -
19:22	13008	04-Ruth	\$ 60.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 39.02	\$ 35.00	\$ 4.02	\$ -	\$ -
20:44	12811	03-Doug	\$ 103.30	\$ 40.00	\$ -	\$ -	\$ 3.25	\$ -	\$ -	\$ -	\$ 60.05	\$ 35.00	\$ 25.05	\$ -	\$ -
21:00	13009	04-Ruth	\$ 90.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 69.02	\$ 35.00	\$ 14.02	\$ -	\$ 20.00
23:30	13010	05-David	\$ 65.65	\$ 20.00	\$ -	\$ -	\$ 1.63	\$ -	\$ -	\$ -	\$ 44.02	\$ 35.00	\$ 9.02	\$ -	\$ -
DAILY SUBTOTAL			\$ 6,156.35	\$ 1,300.00	\$ 200.00	\$ 120.00	\$ 107.38	\$ -	\$ 224.00	\$ 2,390.00	\$ 1,794.97	\$ 1,120.00	\$ 594.97	\$ 40.00	\$ 40.00
Less Fee Adjustments			\$ (81.65)	\$ (20.00)			\$ (1.63)				\$ (60.02)				
DAILY TOTAL			\$ 6,074.70	\$ 1,300.00	\$ 200.00	\$ 120.00	\$ 105.75	\$ -	\$ 224.00	\$ 2,390.00	\$ 1,734.95	\$ 1,120.00	\$ 594.97	\$ 40.00	\$ 40.00

SUMMARY

7 # of Auction Vehicles Paid
33 # of Storage Redeemptions

Cash and Checks Deposit	\$ 6,074.70
Other Payment Methods	\$ -
Notification Fees	\$ 200.00
Impound Fees	\$ 120.00
Storage Revenue	\$ 1,300.00
Sales Tax Payable	\$ 105.75
Due to SA-Auction fee	\$ 224.00
Due to SA-Auction Proceeds	\$ 2,390.00
Due to SA-Towing fees	\$ 1,734.95
Total	\$ 6,074.70

Exhibit C - Transition Plan

Exhibit C - Transition Plan

Cashier Balancing Report

Clerk: 01-Michael
Date: 4/4/2007
Start Time: 7:00
End Time: 15:00

<u>Receipt Time</u>	<u>Vehicle ID #</u>	<u>Currency</u>	<u>Check</u>	<u>Other Pmt</u>	<u>Adjustment</u>	<u>Total</u>
7:23	12457	\$ 409.75				\$ 409.75
8:02	12322	\$ 632.00				\$ 632.00
8:25	13002				\$ 81.65	\$ 81.65
8:35	12566	\$ 221.55				\$ 221.55
9:01	12767		\$ 103.30			\$ 103.30
9:47	12655		\$ 254.85			\$ 254.85
10:15	12411	\$ 282.00				\$ 282.00
10:45	13007	\$ 20.00	\$ 61.65			\$ 81.65
11:35	12965	\$ 81.65				\$ 81.65
11:50	12975		\$ 81.65			\$ 81.65
12:06	12977	\$ 81.65				\$ 81.65
12:18	12966		\$ 71.65			\$ 71.65
12:33	12873		\$ 124.95			\$ 124.95
13:11	12852		\$ 189.90			\$ 189.90
13:42	12931	\$ 103.30				\$ 103.30
14:07	12944	\$ 81.65				\$ 81.65
14:48	12961		\$ 71.65			\$ 71.65
Report Total		<u>\$ 1,913.55</u>	<u>\$ 959.60</u>	<u>\$ -</u>	<u>\$ 81.65</u>	<u>\$ 2,954.80</u>

2 # of Auction Vehicles Paid
15 # of Storage Redeemptions

Exhibit C - Transition Plan

City of San Antonio Vehicle Storage Facility

RECEIPT

administered by United Road Towing, Inc.

3625 Growdon Road
 San Antonio, TX, 78227
 Phone (210) 207-7455

DATE: April 5, 2007
RECEIPT # 040407-01-004
CLERK: 01-Michael

RECEIVED FROM:
 Name
 Street Address
 City, ST ZIP Code
 Phone

FOR: Vehicle ID # 12566
 99 Ford
 Crown Victoria
 Black

DESCRIPTION	QTY	RATE	AMOUNT
Storage (taxable)	5.00	\$ 20.00	\$ 100.00
Impound Fees			\$ 20.00
Notification Fees			\$ 50.00
Other Service Fees			\$
Auction Processing Fee			\$
Auction Vehicle Purchase Price			\$
Towing Fees			\$ 43.42
Other fees			\$
Other fees			\$
Other fees			\$
Other fees			\$
Other fees			\$



SUBTOTAL	\$ 213.42
TAX RATE	8.125%
SALES TAX	8.13
OTHER	
TOTAL	\$ 221.55

Exhibit C - Transition Plan

**VEHICLE STORAGE FACILITY
MONTHLY REPORT
For the Month of _____**

Fees Subject to Percent Payment:

Notification Fees _____ 1
Storage Fees _____ 2
Impound Fees _____ 3
Other Services Fees _____ 4
Other Services Fees _____ 5

Total Adjusted Gross Sales (1 + 2 +
3 + 4 + 5 = 6) 6

Times (X) _____
Percent Payment Rate % 7

Amount of Percent Payment on Total Adjusted Gross
Sales (6 X 7 = a) a

Monthly Minimum Guarantee Paid (due 1st of month) b

Additional Amount Due (a - b = c; if negative then "0") c

Monthly Statistics to Report:

Number of Fees Adjusted _____
Amount of Fees Adjusted _____
Total Sales Tax Collected _____
Number of Vehicles Impounded _____
Number of Vehicles Released _____
Number of Vehicles Salvaged _____

Exhibit C - Transition Plan

Provide a comprehensive timeline for the Transition Period

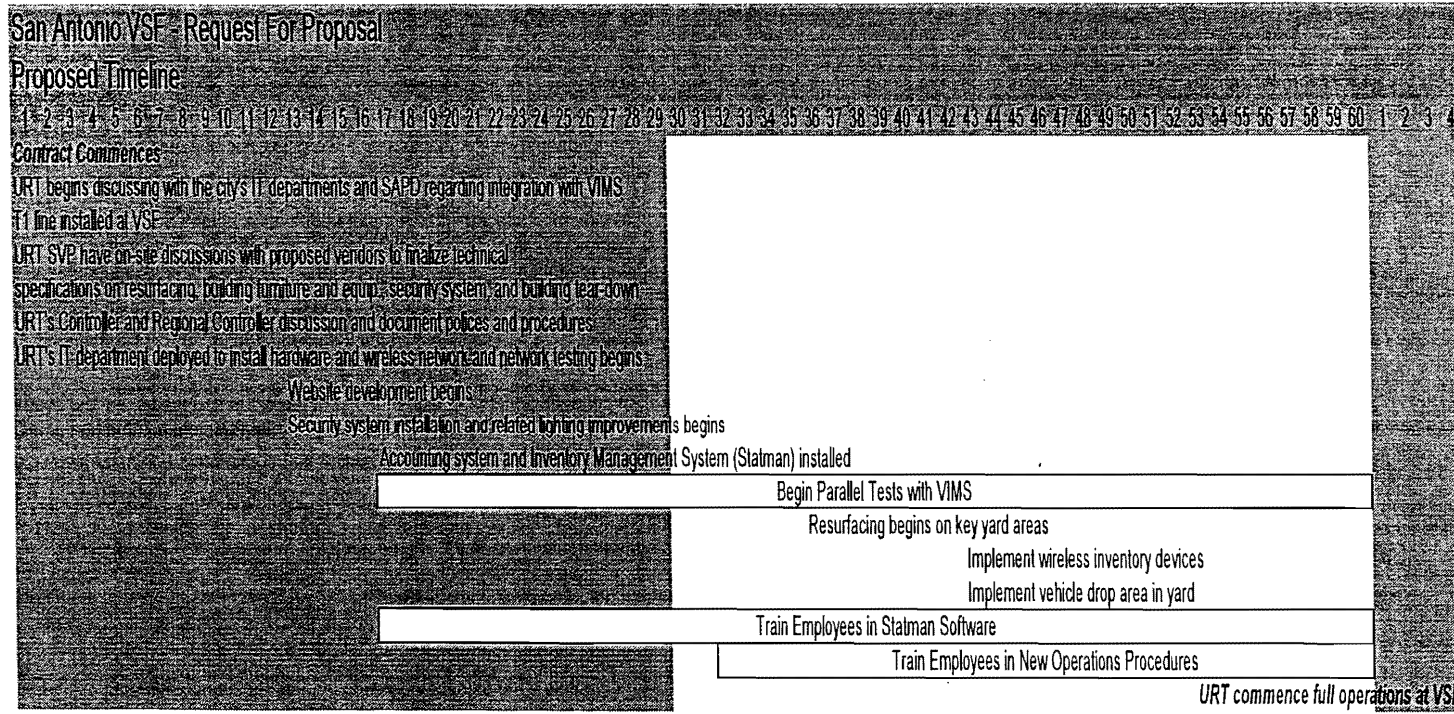


Exhibit D

Exhibit D – Information Technology Transition Plan

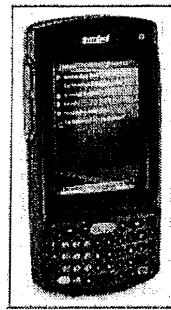
Provide more detail on your Information Technology Transition Plan.

1. *Implement and maintain an information management system that can provide an effective and efficient process to intake, inventory and release impounded vehicles and can function and interface with the SAPD's current Vehicle Inventory Management System (VIMS), and any future replacement system which may be used by the SAPD.*

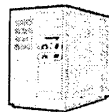
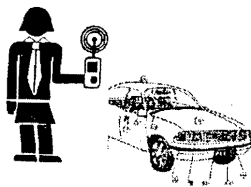
- United Road Towing has its own Towing Application – the application is called Statman II.
- Statman II has an Impound Module that can manage the entire lifecycle of the vehicle in our control. From intake, inventory, to release of the vehicle.
- URT owns the Statman application & the source code, so we can customize and modify for compatibility to your VIMS' Natural ADABAS Application, or any future application that SAPD moves forward with in the future
- URT uses the latest equipment for our vehicle management & inventory throughout the yard. A secure wireless solution would be installed so employees can take vehicle inventory immediately when the vehicle arrives. We use the Symbol MC9090 or the Symbol MC70 – both the latest equipment from Symbol to providing future expandability, quality and reliability.
- *URT Standard Inventory Hardware*



SymbolMC9090



SymbolMC70



Statman II Server



SAPD VIMS SERVER

- When the vehicle arrives to the designated inventory area – a staff will do a full inspection walk-around with a Symbol handheld unit to inventory the vehicle to capture all critical information.
- The inspection inventory data gathered is assigned to a Barcode System Tag # or Stock #
- All Vehicle paperwork is also Bar-coded to link to all information to this vehicle and record
- Yard employee will also enter the Area/Location the vehicle will be stored into the system.
- Over our secure wireless network, the record is instantly updated to our system and then replicated to VIMS in real-time.
- Vin Accuracy is confirmed using a VIN Check application automatically

Exhibit D – Information Technology Transition Plan

2. ***Install the information management system and test the interface with VIMS to ensure compatibility as part of the Transition Period prior to taking over operation of the VSF.***
 - URT will install & provide the system testing and confirm the connectivity with the SAPD VIMS application during the transition.

3. ***Provide training to employees and to City Staff to ensure proper use of the system.***
 - URT will provide hands-on training and documentation to all eligible City Staff.

4. ***Provide real-time download to update VIMS.***
 - Absolutely - As stated in Section 1, Statman II's Inventory Solution (Impound Manger) will keep track of each vehicle as it is taken into inventory, stored location, and its release – through its entire lifecycle. The data of every record will be updated in real time to our servers and the SAPD VIMS applications

5. ***Provide and maintain public access to impounded vehicle inventory and release costs at selected Respondent's website which shall be accessible through a link from SAPD website.***
 - This solution is cab be available early in our transition. We have similar solutions in place with our other city contracts that have similar requirements. Access to the inventory system is available thru the public internet, and can be made available thru the SAPD website link as well.

6. ***Design the information management system so it can be expanded to receive delinquent parking citations data from the City and transmit delinquent parking citations collections data to the City, if such collection requirement is added at any point during the contract term.***
 - Since our Inventory Solution (Statman) is our own application, almost any future upgrade or expansion can be developed so it can be supported. We have the ability to expand the application as needed

7. ***Provide City access to the information management system for the entire term of the contract.***
 - We can provide all approved and eligible city staff access to our system to access pertinent data and report the entire length of the contract.

Exhibit E

Growden Road
Facility 1"=8"

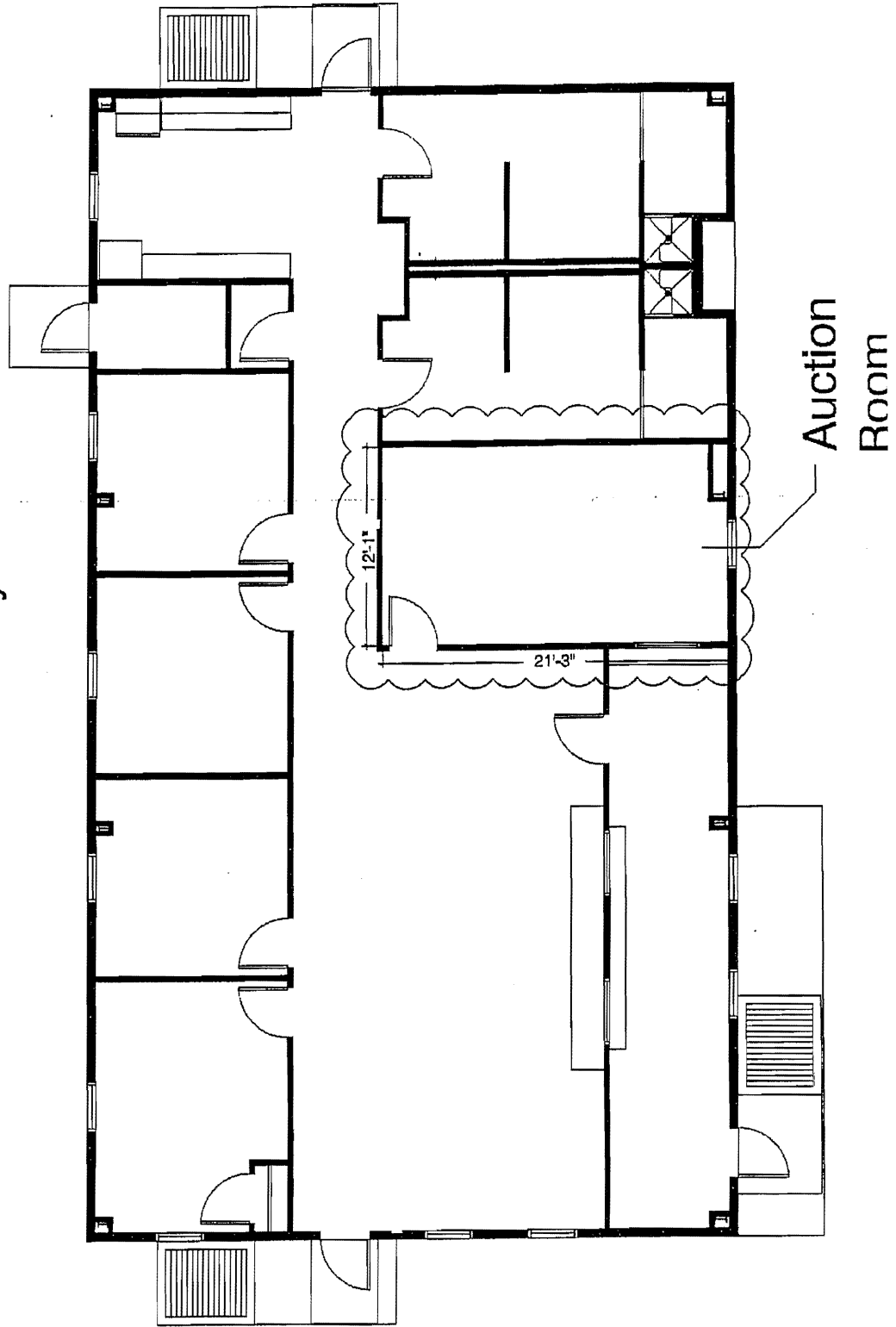


Exhibit F

Phase I Report

United Road Towing

Phase I Environmental Site
Assessment

Growdon Impound Yard

3625 Growdon Rd

San Antonio, Texas

September 2007

Project Number 0071278

Environmental Resources Management

350 Eagleview Boulevard

Exton, Pennsylvania 19341

(610) 524-3500

www.erm.com

United Road Towing

Phase I Environmental Site
Assessment

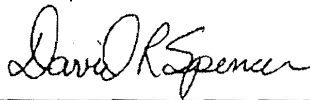
*3625 Growdon Rd
San Antonio, Texas*

September 2007

Project Number 0071278



Alan M. Feldbaum
Principal



David R. Spencer
Partner in Charge

Environmental Resources Management
350 Eagleview Boulevard
Exton, Pennsylvania 19341
(610) 524-3500
www.erm.com

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- D *Aerial Photographs, Topographic Maps, Chain of Title, City Directory Report*
- E *Professional Profiles*

EXECUTIVE SUMMARY

Environmental Resources Management (ERM) conducted a Phase I Environmental Site Assessment (ESA) of the Growdon Impound Yard, which is located at 3625 Growdon Road in San Antonio, Texas. The Phase I ESA was conducted in accordance with the scope and limitations of ASTM Standard E 1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

A site visit was conducted on 14 August 2007 by Mr. Eric Capps and Mrs. Tanja Hermann of ERM. The subject property consists of a 21.855-acre parcel encompassing two vehicle impoundment storage yards, an auction yard, an office building (currently in use), and several structures previously used as office space but now utilized for storage of records and old office supplies.

The facility stores vehicles from wrecks, police seizures, abandonment, and vehicles involved in on-going investigations. Vehicles that are released from hold and are not claimed or vehicles seized are sold in public auctions; others are designated for city use. This facility generates used oil, oil contaminated absorbents, and other hazardous fluids from vehicles that are designated to be crushed and from wrecked or damaged vehicles. These materials apparently are not containerized for off-site disposal, but are allowed to leak onto the ground and be washed away by storm water. This facility is not registered as waste generator nor does it have an EPA ID number. The subject facility does not hold any environmental permits.

Recognized Environmental Conditions

A Recognized Environmental Condition (REC), as defined in ASTM E 1527-05, is "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property, excluding de minimis conditions."

Based on the data obtained during the site visit, the environmental database review, and interviews with persons familiar with the site and its history, the following RECs were identified at the site.

- An area of the site referred to as the “sand line” is an area where vehicles scheduled to be crushed or that are leaking fluids are placed. Sand is put down over the paved ground as an absorbent for the oil, anti-freeze, and other fluids. The sand is not collected for disposal but left on the ground and additional sand is added when the existing sand is “thinned out” by flooding, which reportedly occurs virtually every time that it rains. Stormwater along with potential contaminants ultimately flow off site at the southern property line to a drainage ditch that channels the flow west along the property line, then north along a gravel road to the Leon Creek.
- The facility has operated as a storage yard since about 1969, , and towed automobiles are stored in paved areas where the pavement is in poor condition. Leakage of vehicle fluids from towed vehicles is inherent based on the nature of towing operations, and wrecked automobiles that have a greater potential to leak hazardous fluids onto the surface are also stored on the lot. Some number of the vehicles stored at the site are likely to have leaked fluid (oil, antifreeze, gasoline) onto the pavement, and perhaps underlying soils.

Facility personnel were not aware of any significant areas of impacted soil on site (other than potentially the sand line discussed above). However, there is no apparent program to address impacted soils affected by incidental vehicle fluid leakage.

Other Noteworthy Issues

- The subject facility does not have coverage under a stormwater permit, nor are they aware that a stormwater permit is required. According to a previous environmental report (See Appendix C) the City of San Antonio Environmental Services Department confirmed with a Mr. Martin of the San Antonio Water System and representatives of the TCEQ that the site is not required to be permitted for stormwater discharges. However, based on ERM’s review and the presence of vehicle crushing operations on the property may trigger stormwater permitting requirements.

1.0 INTRODUCTION AND BACKGROUND

1.1 PURPOSE AND AUDITORS

Environmental Resources Management (ERM) completed a Phase I Environmental Site Assessment of the Growdon Impound Yard, which is located at 3625 Growdon Road in San Antonio, Texas (the "subject property"). The environmental assessment was performed to assist United Road Towing in anticipation of a transaction involving the facility.

The site visit was performed on 14 August 2007 by ERM assessor Eric Capps and Tanja Hermann. ERM was accompanied on the site visit by Officer Louis Ramirez of the City of San Antonio.

1.2 SCOPE OF WORK

This environmental assessment was conducted in conformance with ERM's proposal dated 6 August 2007 and with the requirements of American Society for Testing and Materials (ASTM) Standard E 1527-05; Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and the standards for conducting all appropriate inquiries set forth by the United States Environmental Protection Agency (USEPA) at 40 Code of Federal Regulations (CFR) Part 312.

The assessment was conducted to evaluate and identify conditions indicative of releases and threatened releases of hazardous substances and petroleum products on, at, in or to the subject property. ERM's Phase I ESA sought to gather information regarding: (1) current and past property users and occupancies; (2) current and past users of hazardous substances and petroleum products; (3) waste management and disposal activities that could have caused a release or threatened release of hazardous substances; (4) current and past corrective actions and response activities to address past and on-going releases of hazardous substances at the subject property; (5) engineering controls at the subject property; (6) institutional controls at the subject property; and (7) properties adjoining or located near the subject property that have environmental conditions that could have resulted in conditions indicative of releases or threatened releases of hazardous substances to the subject property.

ERM's Phase I ESA included:

- An on-site inspection of the subject property to evaluate current conditions and identify areas of potential concern;
- A review of property history through interviews and aerial photographs, city directories, ownership records, and historical mapping;
- Observation of adjacent properties and the local area to evaluate the potential for adverse environmental impact to the subject property;
- Interviews/research of local city/county, tribal, state, and federal records, including contracting of Environmental Data Resources, Inc. (EDR) to identify sites of concern as required in the regulatory records review section of the ASTM standards for a Phase I ESA, where available; and
- A preliminary building asbestos assessment that included visible observations of readily accessible building areas, though no sampling.

Photographs of the site and surrounding areas were taken to document current conditions and are included in Appendix A. The environmental database report is included as Appendix B. User supplied information, such as a copy of the questionnaire completed by the key site manager, and/or property owner are presented in Appendix C. Copies of aerial photographs, topographic maps, lien and city directory searches, are presented in Appendix D.

1.3 *LIMITING AND SPECIAL CONDITIONS,*

1.3.1 *Limiting Conditions during the Site Visit*

The weather during the site visit was sunny and the temperature was approximately 99° F. No limiting conditions were encountered during the site visit.

1.3.2 *Significant Assumptions*

No significant assumptions have been made.

2.0 *SITE SETTING*

2.1 *LOCATION*

The Growdon Impound Yard facility is located on an irregularly-shaped parcel of land that is accessed from the south side of the property by a drive-way from Growdon Road. The site is located west of Kelly Airforce Base in the city of San Antonio, Baxer County, Texas. The general location of the property and the physiographic features of the surrounding area are shown on Figure 1, developed from the United States Geological Survey (USGS) 7.5-minute quadrangle for San Antonio West, Texas, dated 1993.

2.2 *NEIGHBORING PROPERTIES*

The subject property is located in a rural area, west of Kelly Airforce Base in San Antonio, Texas. Land use in the area of the subject property includes wooded undeveloped land and farmland, and a city owned materials yard. The abutting properties and nearby land use includes:

- North: Heavily wooded land and Leon Creek;
- South: Long rectangular plot of farmland, then Morey Rd., then a larger plot of farmland;
- East: An abandoned home followed by wooded undeveloped land. Further east is Growdon Road and then Kelly Airforce Base;
- West: Heavily wooded land and Leon Creek; and
- Southwest: A City of San Antonio owned gravel and materials storage yard.

Based on ERM's observations, the closest residences are located over a half mile south of the subject property. There was no visual evidence of environmental concerns observed on the surrounding properties.

2.3 TOPOGRAPHY AND HYDROLOGY

The property is located at an elevation of approximately 685 feet above mean sea level, and the general topographic gradient is west-northwest. According to the EDR report, the subject property is not located within the 100-year flood plain, but there is a 100-year flood plain extending up to the north property line. This flood plain follows Leon Creek (refer to the Overview Map in the EDR report in Appendix B).

2.4 GEOLOGY AND HYDROGEOLOGY

Site specific geology and hydrogeology information was not available during the assessment. ERM was able to obtain soil information from the EDR report and from the US Department of Agriculture Soil Conservation Service State Soil Geographic Database. Soil at the site is classified as a loam, though soil types in the general area of the subject property include clay to fine sandy loam. The soil hydrologic group for the site is Class B; a soil with moderate infiltration rates, deep to moderately deep, well to moderately well drained soils with moderately coarse textures. The soil profile for the site (0 to 72 inches deep) is considered well drained with an intermediate water holding capacity. Depth to water table is generally more than 6 feet. The soil permeability ranges from 0.6 to 2.0 inches/hour. Soil reaction (pH) for this soil ranges from 7.90 to 8.40. The soil is not considered a hydric soil, but does demonstrate a high corrosion potential.

The underlying geology at the site is predominately Quaternary alluvium associated with nearby Leon Creek. The Leona formation, a layer of fine calcareous silt grading down into coarse gravel, may extend below the alluvium. The major rock outcrop (under recent alluvium) is the Navarro Group of the Upper Cretaceous. The upper part of the Navarro Group consists of marl, clay, sandstone, and siltstone beds. The marl and clay are clauconitic, and contain concretions of limonite and siderite. The sandstone and siltstone contain concretions of siliceous limestone that range from 2 to 10 feet in diameter. The upper Navarro Group can be as thick as 580 feet. The lower part of the Navarro Group is primarily montmorillonitic clay that weathers to a thick, black, clayey soil. This part of the unit can be up to 400 feet; for a total Navarro Group thickness of up to 580 feet.

While the alluvium floodplain deposits can be fairly permeable, the marl and clay in the underlying Navarro Group is likely of low permeability

(though preferential flow paths may exist in sandstone or siltstone beds). The geologic map does show faulting throughout the area; therefore, faults or fractures may provide preferential flow paths to ground water flow at and around the site.

Groundwater quality, depth, and flow direction was not determined by ERM. Groundwater flow direction and velocity cannot be determined without site-specific hydrogeologic data, though groundwater flow direction can often be inferred from area topography. Based on local topography, shallow groundwater flow direction is likely to the west-northwest, toward the nearby Leon Creek, though groundwater flow in the region is often controlled by fracture or conduit flowpaths, and can flow counter to topographic features.

The regional aquifer for this area is the Edwards Aquifer, consisting of a group of limestone known as the Edwards Group. Regional flow for the Edwards Aquifer in this area is approximately north-northeast, though it is strongly controlled by conduit flow.

Based on the EDR report, there is one domestic well located within one mile from the site, owned by the Kelly Airforce Base. This well is screened within the Edwards and surrounding limestone aquifers, with a well depth of 1,677 feet. One irrigation well was identified within 1/8-mile from the subject property, and an additional irrigation well was identified between 1/8-mile and 1/4-mile from the site. These wells are screened within the Edwards and surrounding limestone aquifers, with well depths greater than 1,000 feet below ground surface. No public water supply wells are located within 1 mile of the site.

3.0 *SITE AND OPERATIONS INFORMATION*

3.1 *GENERAL SITE DESCRIPTION*

According to information obtained from the Baxer County Clerks Office, the subject property contains 21.855 acres of land.

The owner of the property is the City of San Antonio. The subject property consists of three paved lots separated by fencing. The lots are described as a general population lot, a secured lot, and the auction lot. The general population lot is the largest of the lots and accounts for over half of the site. Public parking is located in the southeast area of the property. There are four buildings on the subject property; the largest structure is utilized as office space for business and administration purposes, two for storage of old office furniture and boxes of records, and the last structure is used for tool and equipment storage. These buildings are located at the south end of the subject property. A security fence surrounds the impound lot.

3.2 *UTILITIES*

The facility is provided with:

- Water for sanitary and drinking use from the City of San Antonio;
- An on-site septic system for wastewater disposal; and
- Electricity from City of San Antonio Electric Service.

3.3 *PROCESSES AND MATERIAL USE*

3.3.1 *Current Operations*

The facility consists of an automobile impound yard and associated administrative offices. The facility stores impounded motor vehicles and other property that is impounded or seized by local law enforcement agencies or that are involved in accidents. The subject facility is operated by the San Antonio Police Department and has 15 full-time employees. Vehicles that are not claimed by their owners or that are seized by the authorities, will be designated for city use, sold in public auction, or

crushed depending on the value and condition. Such vehicles may include automobiles, trucks, trailers, boats, motorcycles or recreational vehicles.

3.4 *CHEMICAL USE AND STORAGE*

ERM observed 5-gallon gas cans, paint cans, paint thinner cans, oil and brake fluid containers, and a small propane tank stored in the equipment storage building at the south end of the subject property. These chemicals were not stored in any specific locations, but were randomly placed throughout the building. There are small areas of staining from fluids leaked out onto the concrete floor. The staining in this building is minimal and appears to be of de minimis potential environmental impact to the subject property.

3.4.1 *Underground Storage Tanks (USTs)*

According to the property contact and information obtained from the EDR report, there are no USTs currently located on the subject property, and no visual indication of the potential presence of USTs was noted by ERM during the site visit. Furthermore, there is no record of past USTs having been installed at the subject property.

3.4.2 *Aboveground Tanks (ASTs)*

According to facility personnel and based on ERM's observations, there are no ASTs currently located on the subject property. Information obtained from the EDR report does not suggest the past presence of ASTs on the property.

3.5 *HAZARDOUS AND NON-HAZARDOUS WASTE MANAGEMENT*

3.5.1 *Hazardous Waste*

The subject property reportedly does not generate hazardous waste in its operations.

Vehicle batteries, which are considered universal waste, are collected from the destroyed vehicles and placed in the trunks of cars designated for auction. The batteries are then sold with the vehicles.

3.5.2 *Non-Hazardous Waste*

General facility trash is collected on site in a dumpster located by the office at the entrance to the general population lot. This dumpster is maintained by Waste Management Systems.

Residual vehicle fluids including oil, gasoline, brake fluid, and anti-freeze are reportedly not collected from vehicles brought to the facility for storage/destruction. The damaged vehicles are said to be drained of their fluid prior to crushing. There was no indication from site personnel that the company contracted to perform the on-site crushing drained and/or collected the fluids from the vehicles prior to crushing.

3.6 *WATER, WASTEWATER AND STORMWATER*

3.6.1 *Water*

The facility obtains water for sanitary and process use from the City of San Antonio. Water is used for potable and sanitary purposes at the subject facility.

According to facility personnel, there is one supply well on the subject property, which is no longer active. ERM observed an active water well within 20 feet of the north property line that was free flowing onto the ground. When asked, the site contact reported that this well had been troublesome and free flowing for years. According to a prior environmental assessment report, a second well on the property has been capped. No sampling of water from the wells is known to have occurred.

3.6.2 *Wastewater*

The subject facility does not generate any process-type wastewater, and sanitary wastewater is managed in an on-site septic system. Facility personnel indicated that vehicle washing operations were not conducted on the site. No potential sources of chemical discharges to the septic system were identified.

3.6.3 *Stormwater*

Precipitation that falls on the subject property causes flooding across most of the property. The flooding is caused by poor drainage and the northern area of the site is slightly elevated. There is dirt and debris accumulated

at the south fence line due to years of runoff that contributes to the flooding or accumulation of water at the south end of the site. The floodwater drains to a ditch that runs east to west across the opposite side of the south fence line. Stormwater is then carried around the west property line, and then north to the Leon Creek.

The subject facility does not have coverage under a stormwater permit, nor are they aware that a stormwater permit is required. According to a previous environmental report (See Appendix C) the City of San Antonio Environmental Services Department confirmed with a Mr. Martin of the San Antonio Water System and representatives of the TCEQ that the site is not required to be permitted for stormwater discharges. However, based on ERM's review and the presence of vehicle crushing operations on the property may trigger stormwater permitting requirements.

3.7 *AIR EMISSIONS*

Operations at the subject property are not a source of regulated air emissions.

3.8 *POLYCHLORINATED BIPHENYLS (PCBS)*

ERM inspected the property for types of equipment that have been historically associated with the use of PCBs as a dielectric fluid coolant and stabilizer. No transformers were observed on the subject property, nor was equipment that could contain PCBs

3.9 *VISUAL INDICATIONS OF ON-SITE IMPACTS*

Visual indications of on-site impacts were limited to the years of accumulated fluids leaked onto the ground from vehicles and the sand line. Throughout the General Population lot there are many areas where staining from used oil and other fluids from vehicles are apparent as seen in Appendix A. The General Population lot is paved, but the condition of the pavement is poor. The areas where staining was observed vary throughout the lot.

3.10

ASBESTOS-CONTAINING MATERIALS

Asbestos was banned in most friable building materials (sprayed applied surfacing materials and thermal system insulation) in 1978, but the Occupational Safety and Health Administration deems spray applied surfacing materials, thermal system insulation materials, and vinyl flooring materials as "presumed asbestos-containing materials" (PACMs) if they are present in pre-1981 buildings (Title 29 of the Code of Federal Regulations, Parts 1910.1001 and 1926.1101).

Historical records indicate that the office building was built after 1995. The other buildings on site were built between 1966 and 1977, as shown on the aerial photographs. These buildings are small basic structures and it is possible that certain non-friable materials used in the construction of the building may contain a small percentage of asbestos. The site contact and Officer Ramirez were not aware of any materials on the site that contain asbestos.

4.0 *ASSESSMENT OF PAST LAND USE AND OPERATIONS*

4.1 *GENERAL INFORMATION*

Based on interviews with site personnel and a review of historical photographs and records, the property was undeveloped land prior to the construction of the present-day facility around 1969, when the City of San Antonio acquired the property. Aerial photographs indicate that the subject site was undeveloped through at least 1966.

4.2 *PREVIOUS ENVIRONMENTAL REPORTS*

On 7 June 2005 at the request of the City Auditor's Office, Mr. David Newman and Mr. Robert Espinosa of the City of San Antonio Environmental Services Department conducted an Environmental Assessment of the subject property. A summary of this report is included in Appendix C.

The previous report identified two environmental issues and made three recommendations. The first issue was that one of the two on-site water wells be plugged and taken off-line, and the second issue was potential fluid leakage from stored vehicles. Recommendations consisted of: 1) the site be surveyed and properly graded for drainage, which would reduce the potential for migration of spilled contaminants; 2) install a vegetative buffer on-site to collect contaminants prior to stormwater discharges; and 3) improve the condition of the surface of the lot to limit spills from directly impacting the surface soils.

It was observed that one on-site well had been plugged and taken off-line, but no other issues or recommendation had been addressed.

4.3 *EVALUATION OF HISTORIC INFORMATION SOURCES*

To determine past uses of the subject property and surrounding properties, ERM reviewed historical sources of information as outlined below. Copies of historical topographic maps and aerial photographs, city directories, and the Chain of Title are presented in Appendix D.

Table 1 *Summary of Historical Records Reviewed*

	Name/Years Reviewed	
Source of Information	Subject Property	Adjacent Properties
Interviews with current occupant and/or owner	Mr. Louis Ramirez	Mr. Louis Ramirez
USGS Topographic Maps	1904, 1918, 1942, 1953, 1967, 1973, 1993	1904, 1918, 1942, 1953, 1967, 1973, 1993
Sanborn Fire Insurance Company Maps	Not readily available	Not readily available
Local Planning Maps	Not readily available	Not readily available
City Directories	Approximately every five years from 1904-2005.	Approximately every five years from 1904-2005.
Aerial Photographs	1938, 1959, 1966, 1977, 1986, 1995, 2006	1938, 1959, 1966, 1977, 1986, 1995, 2006
50-year Chain-of-Title	1966 to Present	Not reviewed

4.3.1 *Subject Property*

The subject property is undeveloped in the 1938, 1959 and 1966 aerial photographs. The entire area appears to consist of undeveloped and possibly farmland.

In the 1966 aerial photograph, the subject property is depicted as undeveloped land. By 1977, the first impound lot is visible. By 1995, the lot is extended to the east and the west and all but the current office building is visible. By 2006, the current office building is visible.

4.3.2 *Adjacent Properties and Surrounding Area*

The surrounding areas are undeveloped through the 1995 aerial photograph. By 2006, the city materials storage yard southwest of the subject property appears.

Table 2 *EDR Database Listings for Surrounding Properties*

Site	Databases	Distance	Direction	Gradient
------	-----------	----------	-----------	----------

Site	Databases	Distance	Direction	Gradient
Kelly Airforce Base	DOD	¼ to ½ mile	South southeast	Cross-gradient

Database Legend:

DOD - Department of Defense

Based on ERM's review of the database findings, impacts to the subject property from vicinity sites appear unlikely due to the distance and/or hydraulic location of these sites with respect to the subject site.

Impacts to the subject property from the following database sites appear unlikely, as described below:

- All of the listed sites are located more than 1,000 feet from the subject site and/or are not directly upgradient.
- Based on their regulatory status, the closest sites would not be expected to post a threat to the subject property.
- None of the "unmappable" or "orphan" sites appear to be located within 1,000 feet or directly upgradient of the subject property.

Thus, it is unlikely that the Kelly Airforce Base or any of the orphan sites has adversely impacted the subject property.

6.0

DATA GAPS

The following table summarizes the data gaps identified during the site assessment. The significance of the data gaps with respect to the conclusions of this assessment is presented below.

Table 3 Data Gap Summary

Data Gap	Sources Consulted to Address Data Gap	Significance¹
Interviews with former owners/operators were not conducted, and the Environmental Questionnaire for Phase I's was not completed.	In lieu of the interviews and environmental questionnaire, ERM reviewed past environmental investigations of the site and consulted readily assessable government environmental resources.	Low
Interviews with adjacent owners/operators were not conducted.	ERM reviewed past environmental investigations of the site and consulted readily assessable government environmental resources.	Low
The User Questionnaire was not completed.	See above.	Low

¹ Significance to identifying conditions indicative of releases or threatened releases to the subject property are rated from low to high.

7.0

USER PROVIDED INFORMATION

ERM contacted the Client (or user) and the site contact with respect to the following information:

- An evaluation of the presence of Environmental Cleanup Liens for the subject property;
- Activity and Use Limitations such as engineering controls (e.g., slurry walls, caps) and land use restrictions or institutional controls (e.g., deed restrictions, covenants) that may be in place for the subject property;
- Specialized Knowledge that includes personal knowledge or experience related to the subject property or nearby properties based on professional experience or knowledge of the subject property;
- Fair Market Value to evaluate whether a purchase price is significantly below Fair Market Value;
- Obvious Indicators that involve past or present spills, stains, releases, cleanups on or near the subject property; and
- Common Knowledge about specific chemicals, possible contamination, or past use of the subject property and surrounding area.

The Owner/Occupant Questionnaire for Phase I ESA was completed by Louis Ramirez of the San Antonio Police Department. His responses to the Questionnaire are addressed in the following sections. A copy of the questionnaire is presented in Appendix C. A User Questionnaire was not completed by the Client. This is identified as a data gap in Section 6.0.

7.1

TITLE RECORDS

Title records reports were not provided by the City of San Antonio, but the chain of title was obtained by ERM from the Baxer County Clerk's Office. Due to errors with the records system at the Baxer County Clerk's office, title records could not be tracked past 1966. There were no environmental concerns indicated from the title review. Copies of the title records are presented in Appendix D.

7.2 *ENVIRONMENTAL LIENS OR ACTIVITY AND USE LIMITATIONS*

The user did not identify any environmental liens or use limitations currently recorded against the subject property. Officer Louis Ramirez, the site contact, did not identify any environmental liens, land use restrictions or Activity and Use Limitations recorded against the subject property.

A search was conducted for environmental liens against the subject property by EDR. The lien search by EDR did not identify any environmental liens filed on the deed for the subject property (See EDR Lien Research Report, Appendix B).

7.3 *SPECIALIZED KNOWLEDGE*

The user may have specialized knowledge regarding former and current activities associated with the subject property. This specialized knowledge was provided to ERM prior to the performance of the site visit and is presented throughout this report in the relevant report sections.

7.4 *COMMONLY KNOWN OR REASONABLY ASCERTAINABLE INFORMATION*

The user has access to commonly known and reasonably ascertainable information associated with the subject property. The information and documentation, including previous environmental investigations was provided to ERM prior to the performance of the site visit and is presented throughout this report in the relevant report sections and appendices.

7.5 *VALUATION REDUCTION FOR ENVIRONMENTAL ISSUES*

The user has previously acquired the subject property. No evaluation of the purchase price or fair market value has been conducted.

7.6 *OWNER, PROPERTY MANAGER, AND OCCUPANT INFORMATION*

The following information regarding the subject property was provided by the user:

Entity	Name
Subject property owner	City of San Antonio
Subject property manager	Louis Ramirez
Current subject property occupant	San Antonio Police Department Vehicle Storage Unit

7.7 *REASON FOR PERFORMING PHASE I*

This Phase I ESA has been performed to identify potential environmental liability issues of the subject property and to provide technical assistance to United Road Towing in anticipation of business transaction involving the subject property.

CONCLUSIONS

ERM conducted a Phase I ESA at the subject property. Our conclusions and opinions are based on a scope of work that followed the requirements set forth in ASTM Standard E 1527-05 and 40 CFR 312. A summary of ERM's conclusions and opinions are presented below.

Based on the data obtained during the site visit, the environmental database review, and interviews with persons familiar with the site and its history, the following environmental conditions were identified at the site:

Recognized Environmental Conditions

A Recognized Environmental Condition (REC), as defined in ASTM E 1527-05, is "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property, excluding de minimis conditions."

Based on the data obtained during the site visit, the environmental database review, and interviews with persons familiar with the site and its history, the following RECs were identified at the site.

- An area of the site referred to as the "sand line" is an area where vehicles scheduled to be crushed or that are leaking fluids are placed. Sand is put down over the paved ground as an absorbent for the oil, anti-freeze, and other fluids. The sand is not collected for disposal but left on the ground and additional sand is added when the existing sand is "thinned out" by flooding, which reportedly occurs virtually every time that it rains. Stormwater along with potential contaminants ultimately flow off site at the southern property line to a drainage ditch that channels the flow west along the property line, then north along a gravel road to the Leon Creek.
- The facility has operated as a storage yard since 1969, and towed automobiles are stored in paved areas where the pavement is in poor condition. Leakage of vehicle fluids from towed vehicles is inherent based on the nature of towing operations, and wrecked

automobiles that have a greater potential to leak hazardous fluids onto the surface are also stored on the lot. Some number of the vehicles stored at the site are likely to have leaked fluid (oil, antifreeze, gasoline) onto the pavement, and perhaps underlying soils.

Facility personnel were not aware of any significant areas of impacted soil on site (other than potentially the sand line discussed above). However, there is no apparent program to address impacted soils affected by incidental vehicle fluid leakage.

Other Noteworthy Issues

- The subject facility does not have coverage under a stormwater permit, nor are they aware that a stormwater permit is required. According to a previous environmental report (See Appendix C) the City of San Antonio Environmental Services Department confirmed with a Mr. Martin of the San Antonio Water System and representatives of the TCEQ that the site is not required to be permitted for stormwater discharges. However, based on ERM's review and the presence of vehicle crushing operations on the property may trigger stormwater permitting requirements.

*QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL
CONDUCTING THIS ASSESSMENT*

This assessment was conducted by Eric Capps and Tanja Hermann of ERM. David Spencer of ERM reviewed the contents of this report. The professional qualifications for Mr. Eric Capps and Mrs. Tanja Hermann are included in Appendix E.

The signature for Mr. David Spencer, the Partner in Charge is affixed onto the cover of this report. Mr. David Spencer is the designated Environmental Professional for this project and prepared the following declaration.

- We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312.
- We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

The innocent landowner, contiguous owner, and prospective purchaser defenses to liability under CERCLA require that a person acquiring property conduct an all appropriate inquiry with respect to the subject property. ERM has conducted this environmental assessment in accordance with the standards for conducting an all appropriate inquiry set forth at 40 CFR. Part 312. Those standards require the application of scientific principles and professional judgment to certain facts with resultant subjective interpretations and exercise of discretion. Professional judgments expressed herein are based on the facts currently available within the limits of the existing data, and data gaps identified herein, scope of work, budget, and schedule. Those standards also require that the client undertake certain additional inquiries. In addition, the liability defenses under CERCLA require, among several other things, that the client after the acquisition stop any continuing releases, prevent any future threatened releases and prevent or limit human, environmental or natural resource exposure to any hazardous substance released at the subject property. Therefore, ERM makes no warranties, expressed or implied, including, without limitation, warranties as to merchantability or fitness for a particular purpose, including any warranty that this Phase I assessment will in fact qualify client for the innocent landowner, contiguous property owner or prospective purchaser defense to liability under CERCLA. ERM's assessment is limited strictly to identifying recognized environmental conditions associated with the subject property. Results of this assessment are based upon the visual site inspection of readily accessible areas of the subject property conducted by ERM personnel, information from interviews with knowledgeable persons regarding the site, information reviewed regarding historical uses, information provided by contacted regulatory agencies, and review of publicly available and practically reviewable information identifying current and historical uses of the property and surrounding properties. All conclusions and recommendations regarding the subject property represent the professional opinions of the ERM personnel involved with the project, and the results of this report should not be considered a legal interpretation of existing environmental regulations. ERM assumes no responsibility or liability for errors in the public data utilized, statements from sources outside of ERM, or developments resulting from situations outside the scope of this project. We make no warranties, expressed or implied, including, without limitation, warranties as to merchantability or fitness for a particular purpose.

Appendix A
Site Photographs

Appendix B
EDR Database Search Results

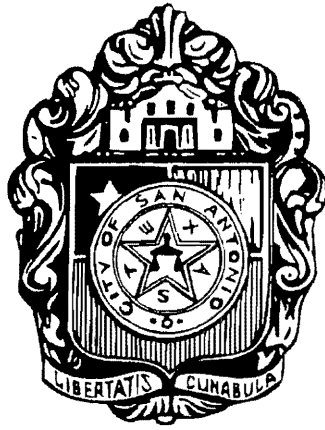
*Appendix C
Site and User-Supplied
Information, Previous
Environmental Report*

Appendix D
Aerial Photographs, Topographic
Maps, Chain of title, City
Directory Report

Appendix E
Professional Profiles

Appendix F
Professional Profiles

Exhibit F
Phase II Report



PHASE II ENVIRONMENTAL INVESTIGATION

**Growdon Road Impound Lot
San Antonio, Texas
Project No. EM08-PH2-013**



Prepared for:
City of San Antonio
San Antonio Police Department

Prepared By:
Solid Waste Management
1920 Grandstand
San Antonio, Texas 78238
October 2007

INTRODUCTION

A Phase I Environmental Site Assessment (ESA) was conducted by Environmental Resources Management for United Road Towing on the Growdon Road Police Impound Lot (LOT). This Phase I ESA identified two recognized environmental concerns. The Solid Waste Management Department (SWMD) was requested by San Antonio Police Department (SAPD) to assess one of these areas of concern. Specifically, the Phase I ESA identified the western edge of the LOT (picture 1 and 2), which is approximately 40' x 250,' where significantly damaged vehicles are stored. SAPD staff currently places sand below these vehicles to absorb leaks. The Phase I ESA suggests that storm water may wash some of this sand off of the LOT toward Leon Creek.

The western end of the impound lot has a small grassy field (picture 3) past the asphalted area ending at the property's boundary where the northern and southern fences meet. This grassy field is approximately 450 feet from the edge of the asphalt to the fence line. Leon Creek is located approximately 400 feet from the fence. The southern fence has some flood debris and a 6 inch high drainage swale. Drainage from the site appears to sheet flow to the south, southwest.

The initial site visit occurred on October 18, 2007 when the SWMD met with members of the SAPD to discuss the site's history, daily operations and concerns.

This Phase II Environmental Investigation was performed in accordance with our Special Projects Authorization Form, Special Request No. EM08-PH2-013, dated October 18, 2007.

SCOPE OF WORK

The proposed scope of work consisted of eleven samples with ten samples taken along the southern fence (picture 4), northern fence (picture 5) and from the field within 100 feet from the edge of the asphalt. A single sample was taken from the back field approximately 175 feet from the edge of the asphalt. These samples were tested for Total Petroleum Hydrocarbons (TPH), and RCRA 8 Metals consisting of Mercury, Arsenic, Barium, Cadmium, Chromium, Lead, Selenium, and Silver. The concentration of these analytes will help determine if there is any contamination occurring from storm water run off of the LOT that might affect the grassy field, and subsequently areas past the fence line. All samples were collected inside the fence. The samples' coordinates were taken to establish their exact locations. No major excavation activities were performed.

FIELD ACTIVITIES

Field activities were conducted on October 19, 2007. A total of eleven samples were taken from the subject site. Based on the location of the leaking and burned vehicles on the lot, it was determined that the samples should be taken from the surrounding area along the northern and southern fence and the open field located within 100 feet from the aforementioned vehicles. Sample jars supplied from a certified laboratory were used in the collecting of the samples. Proper decontamination procedures were used before the collection of every sample. Unfortunately, the LOT is asphalted up to the fence line on the southern boundary. Therefore samples collected in this area are from sand deposited on top of the asphalt LOT.

SOIL SAMPLE COLLECTION

Three samples were taken near the southern fence with samples G1 and G2 consisting of sand and soil on top of the asphalt. The third sample, G3, along the southern fence was taken from six inches below ground, with the first 4 inches being sand and rock with native soil underneath. The samples from the open field, G4-G6, were also taken from the surface to six inches below ground each with approximately 3-4 inches of sand and rock. A duplicate sample was taken from the G5 sample location. Samples G7-G9 were taken along the northern fence at six inches below ground with no sand or rock found. Sample G10 was taken from the backfield exhibiting the same sand and rock depth before hitting native soil as in samples G4-G6. Based on the heavy sand content of the samples, these soil samples appear to be composed of the sand used to absorb the leaks of the significantly damaged vehicles. With the exception of samples G1 and G2, all samples were collected inside the fence, but off of the asphalt lot. G1 and G2 were collected on the asphalt lot. Sample coordinates were also taken of each sampling point as presented in Figure 1.

LABORATORY ANALYSES AND RESULTS

Laboratory Analyses

In total, eleven soil samples were collected and were delivered for testing of Total Petroleum Hydrocarbons (TPH), Method TX 1005, and Mercury, Arsenic, Barium, Cadmium, Chromium, Lead, Selenium and Silver (RCRA 8 Metals), Method SW7471A/SW6010B. A Chain of Custody form was signed and delivered along with the samples and are attached.

Analytical Results

Results of the laboratory reports show total TPH concentrations of less than 50 mg/Kg for nine of the eleven samples collected. Samples G2 and G3 exhibited a total of 598 mg/Kg and 87 mg/Kg respectively.

Results from the RCRA 8 Metals analysis indicate low level concentrations for Mercury, Arsenic, Barium, Cadmium, Chromium, Selenium and Silver. Concentrations for Mercury, Selenium and Silver were below their respective laboratory detection limits for all samples. Barium had results ranging from 13.8 mg/Kg at G1 to 67.6 mg/Kg at G5. All Cadmium levels were below laboratory detection limits except for one concentration of 0.74 mg/Kg at G2. Chromium concentrations varied from 1.85 mg/Kg at G1 to 24.5 mg/Kg at G5. Lead samples ranged from 3.44 mg/Kg at G1 to 20.3 mg/Kg at G5, with an outlier of 137 mg/Kg at sampling point G2. A summary of the analytical results are outlined in the table below.

	G1	G2	G3	G4	G5	G6	G7	G8	G9	G10	Tier 1 Residential PCL
TPH C6-C12	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	590
TPH C12-C28	<50	507	87	<50	<50	<50	<50	<50	<50	<50	590
TPH C28-C35	<50	91	<50	<50	<50	<50	<50	<50	<50	<50	590
TPH (Total)	<50	598*	87	<50	<50	<50	<50	<50	<50	<50	
											Texas Background Limits
Mercury	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	0.04
Arsenic	<2.5	3.91	<2.5	7.78	3.29	7.03	4.28	6.46	3.62	5.96	5.9
Barium	13.8	50.1	66.6	64.6	67.6	62.8	65.5	63.7	62.8	36.3	300
Cadmium	<0.25	0.74	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	52
Chromium	1.85	20.2	16.5	24.2	24.5	22	21.3	21.6	21.4	12.1	30
Lead	3.44	137	13.9	19.6	20.3	15.1	17.9	18.7	16	15.5	15
Selenium	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	0.3
Silver	<0.48	<0.48	<0.48	<0.48	<0.48	<0.48	<0.48	<0.48	<0.48	<0.48	96

*Below Commercial/Industrial Action Level of 12,000 mg/Kg

FINDINGS AND CONCLUSIONS

The results were compared to TCEQ Tier 1 Protective Concentration Levels or Texas-Specific Background limits as applicable. Every sample, with the exception of G2, was below the action levels for residential areas. TPH concentrations for G2 were slightly over the Tier 1 Residential PCL of 590 mg/Kg but well below the 12,000 mg/Kg Tier 1 Commercial/Industrial PCLs. All RCRA 8 Metals were also below set limits except for G2. This sample, as described previously, is on the asphalt lot and does not represent off site contamination. The sand observed at the location of G1 and G2 supports the assumption that storm water carries the sand away from where the significantly damaged vehicles are located.

Based on our field investigation and laboratory analytical results, the SWMD has identified the following:

- Results of the laboratory analyses indicate that the TPH concentrations in all the samples collected during the investigation were below action level limits. Despite the slightly elevated results for arsenic and lead at several of the sampling points, on average the site exhibits concentrations for the RCRA 8 Metals within the Texas-Specific Background limits, excluding the result for lead at the G2 sampling site. All samples collected down gradient of the asphalt lot were below appropriate action levels. The only elevated level of any constituent (lead) was found on the asphalt and not on the native soil.
- The drainage flow of the western part of the Growdon Impound Lot is south, southwest and carries moderate amounts of sand towards the southern half of the open field and towards the southern fence.
- No significant concentrations indicating impact from storm water run off from the LOT were determined.

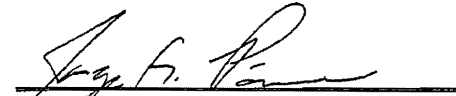
RECOMMENDATIONS

Based on the findings of this investigation, SWMD recommends the following:

- The placement of a berm around the leaking and burned vehicles will greatly reduce any run off of sand from the lot towards the field or off-site.
- Scheduled sweeping activities at the site will help reduce excess sand and other contaminants from accumulating on the asphalt that may migrate away from the LOT.
- Remove the accumulated sand and debris along the southern fence, thus eliminating the soil exhibiting the high lead concentration found at the G2 sampling point.

If you have any questions concerning this report, or if we can assist you in any other matter, please contact me at (210) 207-6437.

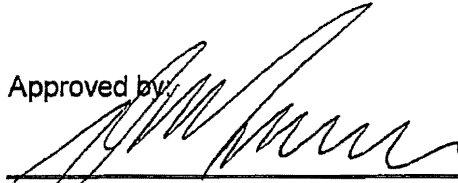
Sincerely,



Jorge G. Paramo

Sr. Environmental Protection Officer

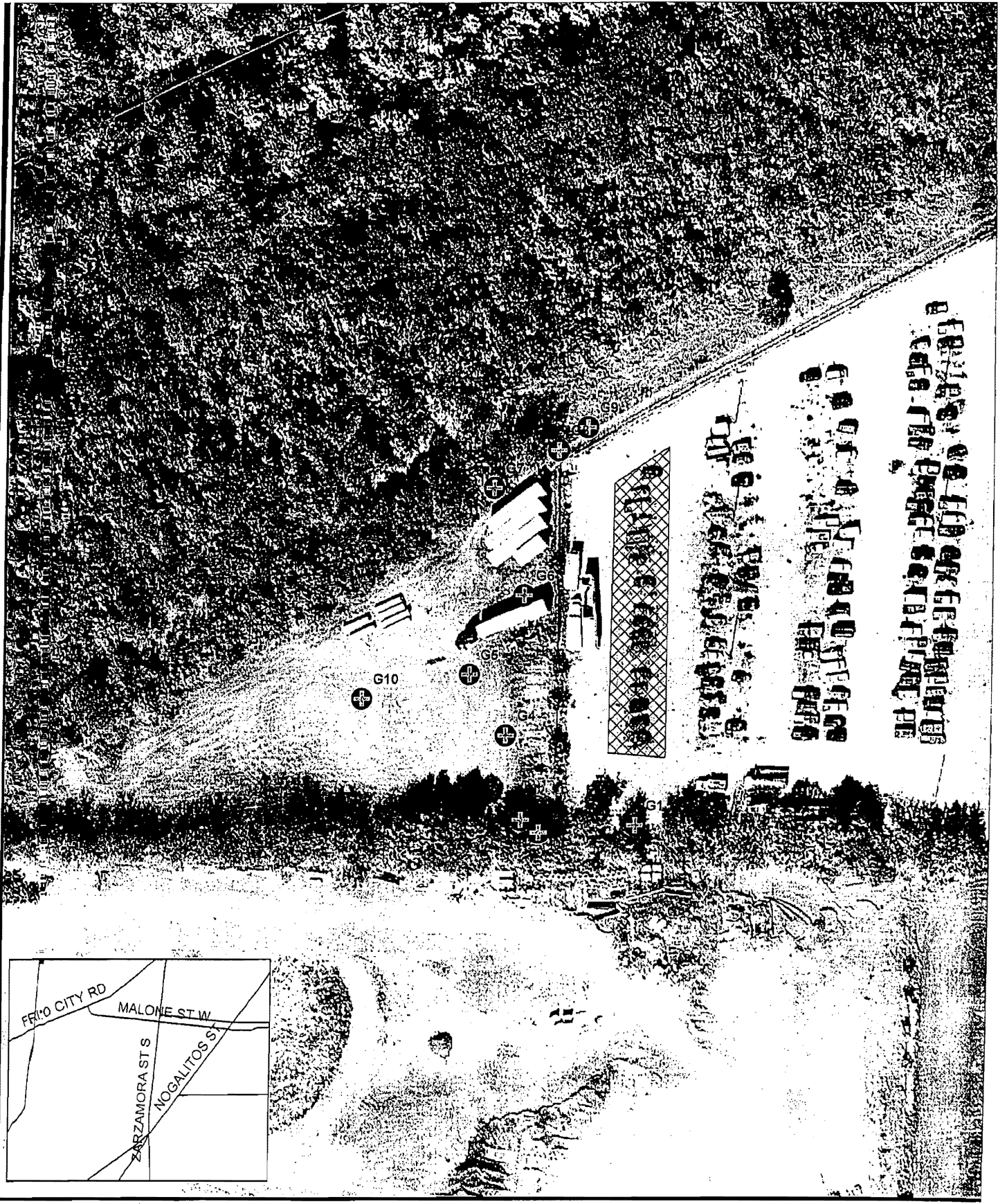
Approved by:



David Newman

Environmental Services Manager

FIGURES
SITE LOCATION MAP



0 25 50 75 100 Feet



1 inch equals 92 feet



Boring Locations



Sand Placement Area



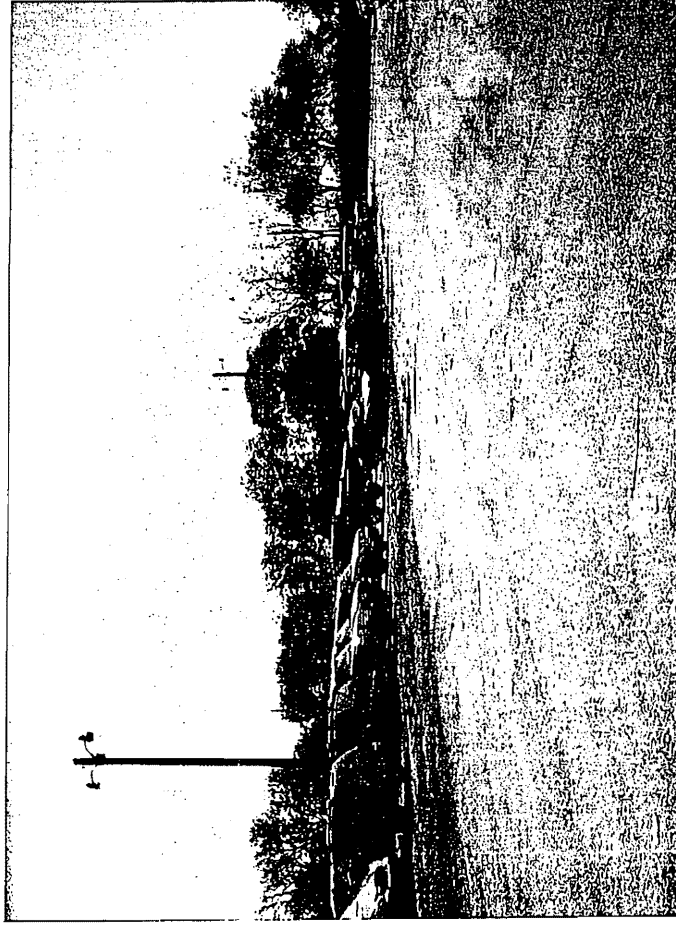
Creek

Growdon Impound
Figure 1



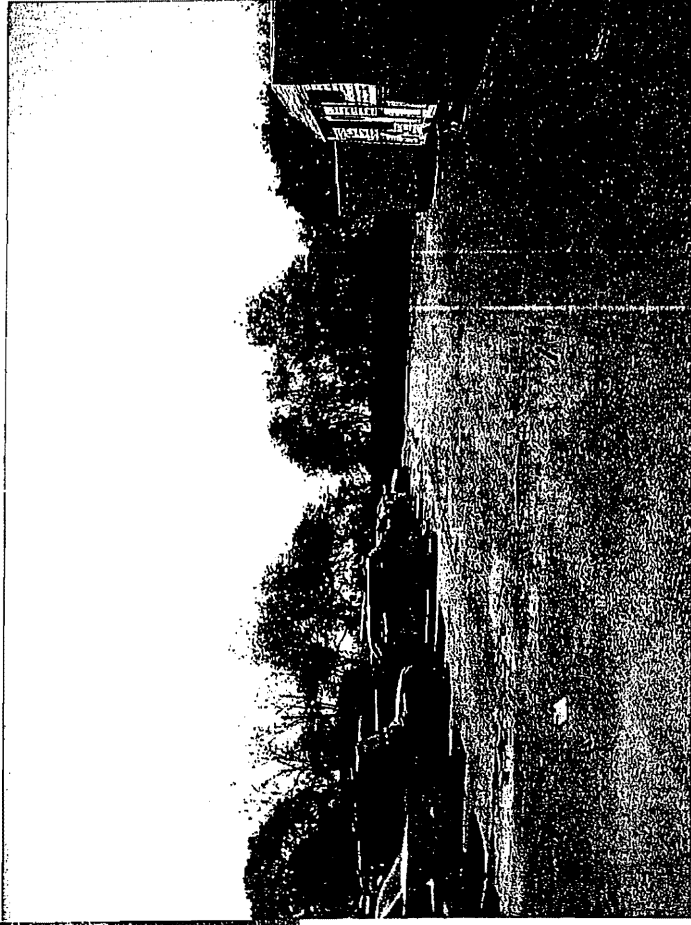
APPENDIX A
SITE PHOTOGRAPHS

Growdon Impound Lot



Picture 1 Asphalt Lot

Picture 2 Asphalt Lot



Growdon Impound Lot

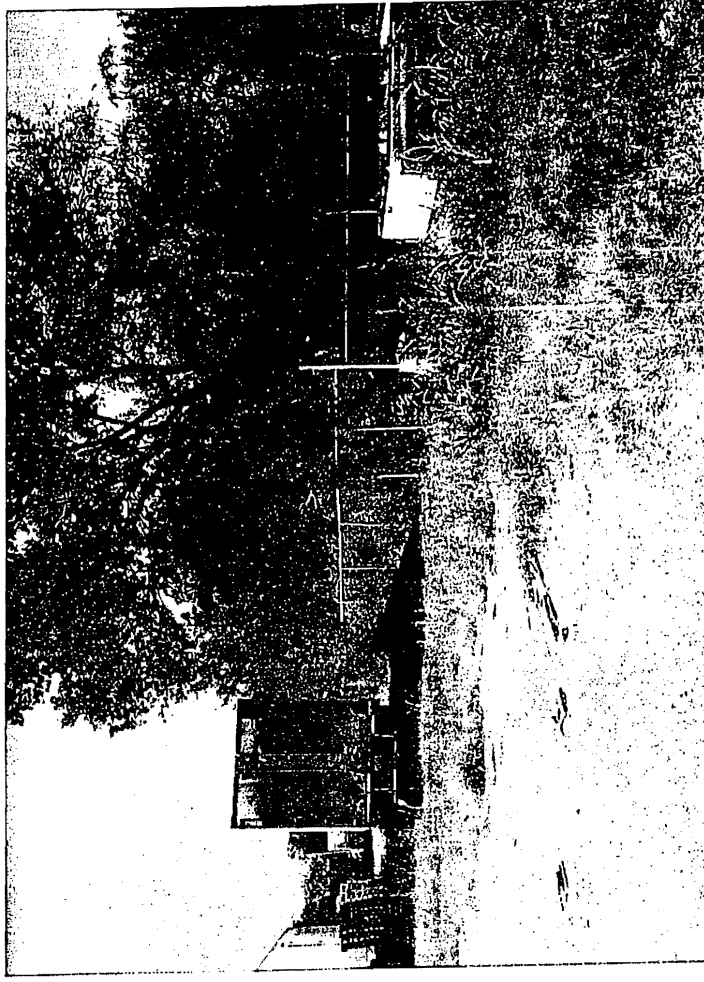


Picture 3 Grassy Field

Picture 4 Southern Fence



Growdon Impound Lot



Picture 5 Northern Fence

APPENDIX B
LABORATORY REPORT AND CHAIN OF CUSTODY DOCUMENTATION

1 of 2

CHAIN OF CUSTODY RECORD

COC #: 3032



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 admin@alamoanalytical.com

MUST BE COMPLETED BY CLIENT

Alamo's Client: City of San Antonio	Client's P.O. #:	Turnaround time: Standard (7) <input checked="" type="checkbox"/> (in working days) RUSH: 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3-5 <input type="checkbox"/> Days (additional charges) TRRP 13 Report: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (additional charges) Analysis for Permit Compliance: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> DMR Form Required: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Project Manager: David Newman	Phone #: (210) 207-6441	
Address: 1920 Grandstand	Fax #: (210) 207-6411	
Project Number:	Project Name: Crowdon Impound Soil	
Project Location: Crowdon Impound Lot	Sampler Signature: <i>[Signature]</i>	

ID # LAB USE ONLY	Sampling		Composite	Grab	Matrix	FIELD ID #	FIELD DESCRIPTION	No. of Containers	ANALYSIS		REMARKS (Preservation, Size/Amount, Etc.)
	Date	Time							TPH	PCPA	
710100-01	10/19/07	930		X	Soil	G1	6" Southern Fence	1	X	X	
-02		935				G2	6" Southern Fence				
-03		940				G3	6" Southern Fence				
-04		1000				G4	6" Field				
-05		1008				G5	6" Field				
-06		1008				G5 dup	6" Field				
-07		1010				G6	6" Field				
-08		1035				G7	6" Northern Fence				
-09		1040				G8	6" Northern Fence				
-10		1045				G9	6" Northern Fence				

Reinquished by: (Signature / Print Name) <i>[Signature]</i>	Date 10/19/07	Time 1216	Received by: (Signature) <i>[Signature]</i>	Headspace	<input checked="" type="checkbox"/> N/A	If Yes, Amt. <u>Solid</u>
Reinquished by: (Signature / Print Name)	Date	Time	Received by: (Signature)	Properly Sealed	<input checked="" type="checkbox"/> Y	If No, Explain _____
Reinquished by: (Signature / Print Name)	Date	Time	Received by: (Signature)	Chilled ≤ 4° C	<input checked="" type="checkbox"/> Y	If No, Temp. _____
Reinquished by: (Signature / Print Name)	Date	Time	Received for Laboratory by: (Signature)	Comments:		

10/25/2007 1:31:44 2103408123 ALAMOLABS PAGE 02/27



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G1 6" Southern Fence
 Lab ID: 0710100-01A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS

TX1005

Analyst: ES

Analyte	Reporting			Units	Date
	Result	Limit	DF		Analyzed
Hydrocarbons, C8-C12	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C12-C28	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C28-C35	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, C6-C35	< 50	50	1	mg/Kg	23-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	90%	70-130
1-Chlorooctane	71%	70-130

For Surrogates: 0 = Dil. Out

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G2 6" Southern Fence
 Lab ID: 0710100-02A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS

TX1005

Analyst: ES

Analyte	Result	Reporting		Units	Date
		Limit	DF		Analyzed
Hydrocarbons, C6-C12	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C12-C28	607	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C28-C35	91	50	1	mg/Kg	23-Oct-07
Hydrocarbons, C6-C35	698	50	1	mg/Kg	23-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	0%	70-130
1-Chlorooctane	76%	70-130

For Surrogates: 0 = Dil. Out

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G3 6" Southern Fence
 Lab ID: 0710100-03A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS

TX1005

Analyst: ES

Analyte	Reporting			Units	Date
	Result	Limit	DF		Analyzed
Hydrocarbons, C6-C12	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C12-C28	87	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C28-C35	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, C6-C35	87	50	1	mg/Kg	23-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	107%	70-130
1-Chlorooctane	76%	70-130

For Surrogates: 0 = Dil. Out

Approved by: *[Signature]*


ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G4 6" Field
 Lab ID: 0710100-04A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS
TX1005

Analyst: ES

Analyte	Result	Reporting		Units	Date
		Limit	DF		Analyzed
Hydrocarbons, C6-C12	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C12-C28	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C28-C35	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, C6-C35	< 50	50	1	mg/Kg	23-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	88%	70-130
1-Chlorooctane	71%	70-130

For Surrogates: 0 = Dll. Out

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G5 6" Field
 Lab ID: 0710100-05A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS

TX1005

Analyst: ES

Analyte	Result	Reporting		Units	Date
		Limit	DF		Analyzed
Hydrocarbons, C6-C12	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C12-C28	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C28-C35	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, C6-C35	< 50	50	1	mg/Kg	23-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	96%	70-130
1-Chlorooctane	78%	70-130

For Surrogates: 0 = Dil. Out

Approved by: *[Signature]*


ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G5 dup 6" Field
 Lab ID: 0710100-06A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS
TX1005
Analyst: ES

Analyte	Result	Reporting		Units	Date
		Limit	DF		Analyzed
Hydrocarbons, C8-C12	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C12-C28	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C28-C35	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, C6-C35	< 50	50	1	mg/Kg	23-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	90%	70-130
1-Chlorooctane	71%	70-130

For Surrogates: 0 = Dil. Out

Approved by:


ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G6 6" Field
 Lab ID: 0710100-07A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS
TX1005

Analyst: ES

Analyte	Result	Reporting		Units	Date
		Limit	DF		Analyzed
Hydrocarbons, C6-C12	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C12-C28	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C28-C35	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, C6-C35	< 50	50	1	mg/Kg	23-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	89%	70-130
1-Chlorooctane	71%	70-130

For Surrogates: 0 = Dil. Out

Approved by:


ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G7 6" Northern Fence
 Lab ID: 0710100-08A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS
TX1005
Analyst: ES

Analyte	Reporting			Units	Date
	Result	Limit	DF		Analyzed
Hydrocarbons, C6-C12	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C12-C28	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C28-C35	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, C6-C35	< 50	50	1	mg/Kg	23-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	91%	70-130
1-Chlorooctane	70%	70-130

For Surrogates: 0 = Dil. Out

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G8 6" Northern Fence
 Lab ID: 0710100-09A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS

TX1005

Analyst: ES

Analyte	Reporting			Units	Date
	Result	Limit	DF		Analyzed
Hydrocarbons, C6-C12	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C12-C28	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C28-C35	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, C6-C35	< 50	50	1	mg/Kg	23-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	90%	70-130
1-Chlorooctane	72%	70-130

For Surrogates: 0 = Dll, Out

Approved by: *[Signature]*


ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G9 6" Northern Fence
 Lab ID: 0710100-10A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS
TX1005
Analyst: ES

Analyte	Result	Reporting			Units	Date
		Limit	DF			Analyzed
Hydrocarbons, C6-C12	< 50	50	1	mg/Kg	23-Oct-07	
Hydrocarbons, >C12-C28	< 50	50	1	mg/Kg	23-Oct-07	
Hydrocarbons, >C28-C35	< 50	50	1	mg/Kg	23-Oct-07	
Hydrocarbons, C6-C35	< 50	50	1	mg/Kg	23-Oct-07	

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	97%	70-130
1-Chlorooctane	75%	70-130

For Surrogates: 0 = Dil. Out

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G10 6" Backfield
 Lab ID: 0710100-11A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS

TX1005

Analyst: ES

Analyte	Result	Reporting			Units	Date
		Limit	DF			Analyzed
Hydrocarbons, C6-C12	< 50	50	1	mg/Kg	23-Oct-07	
Hydrocarbons, >C12-C28	< 50	50	1	mg/Kg	23-Oct-07	
Hydrocarbons, >C28-C35	< 50	50	1	mg/Kg	23-Oct-07	
Hydrocarbons, C6-C35	< 50	50	1	mg/Kg	23-Oct-07	

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	93%	70-130
1-Chlorooctane	73%	70-130

For Surrogates: 0 = Dil. Out

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G1 6" Southern Fence
 Lab ID: 0710100-01A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY, TOTAL						
Mercury	< 0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
						Analyst: JOL
METALS-RCRA, Total						
Arsenic	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	13.8	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	< 0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	1.85	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	3.44	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	< 0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by: *[Signature]*



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G2 6" Southern Fence
 Lab ID: 0710100-02A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY, TOTAL		SW7471A				Analyst: JOL
Mercury	< 0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
METALS-RCRA, Total		SW6010B				Analyst: JOL
Arsenic	3.91	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	50.1	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	0.74	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	20.2	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	137	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	< 0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:


ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G3 6" Southern Fence
 Lab ID: 0710100-03A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY, TOTAL						Analyst: JOL
Mercury	< 0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
METALS-RCRA, Total						Analyst: JOL
Arsenic	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	66.6	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	< 0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	16.5	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	13.9	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	< 0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G4 6" Field
 Lab ID: 0710100-04A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOL

Analyte	Result	Reporting		Units	Digestion	Date
		Limit	DF		Date	Analyzed
MERCURY, TOTAL						
Mercury	< 0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
						Analyst: JOL
METALS-RCRA, Total						
Arsenic	7.78	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	64.6	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	< 0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	24.2	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	19.6	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	< 0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by: *[Signature]*



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale • San Antonio, Texas 78216-3601 • (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G5 6" Field
 Lab ID: 0710100-05A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY, TOTAL						
Mercury	< 0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
						Analyst: JOL
METALS-RCRA, Total						
Arsenic	3.29	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	67.6	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	< 0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	24.5	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	20.3	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	< 0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by: *[Signature]*



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G5 dup 6" Field
 Lab ID: 0710100-06A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY, TOTAL						
Mercury	< 0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
						Analyst: JOL
METALS-RCRA, Total						
Arsenic	6.21	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	68.4	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	< 0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	24.9	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	20.7	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	< 0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G6 6" Field
 Lab ID: 0710100-07A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY, TOTAL						
Mercury	< 0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
						Analyst: JOL
METALS-RCRA, Total						
Arsenic	7.03	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	62.8	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	< 0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	22	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	15.1	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	< 0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by: *[Signature]*


ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G7 6" Northern Fence
 Lab ID: 0710100-08A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY, TOTAL						
Mercury	< 0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
						Analyst: JOL
METALS-RCRA, Total						
Arsenic	4.28	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	65.5	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	< 0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	21.3	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	17.9	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	< 0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale • San Antonio, Texas 78216-3601 • (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: GS 6" Northern Fence
 Lab ID: 0710100-09A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY, TOTAL						
Mercury	< 0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
		SW7471A		Analyst: JOL		
METALS-RCRA, Total						
Arsenic	6.48	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	63.7	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	< 0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	21.6	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	18.7	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	< 0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07
		SW6010B		Analyst: JOL		

Approved by:


ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G9 6" Northern Fence
 Lab ID: 0710100-10A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY, TOTAL						
Mercury	< 0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
						Analyst: JOL
METALS-RCRA, Total						
Arsenic	3.62	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	62.8	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	< 0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	21.4	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	16	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	< 0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:


ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale · San Antonio, Texas 78216-3601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G10 6" Backfield
 Lab ID: 0710100-11A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY, TOTAL						
Mercury	< 0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
						Analyst: JOL
METALS-RCRA, Total						
Arsenic	5.96	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	36.3	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	< 0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	12.1	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	15.5	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	< 0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale - San Antonio, Texas 78216-3601 • (210) 340-8121

Date: 25-Oct-07

CLIENT: City of San Antonio
Work Order: 0710100

Project: Growdon Impound soil

QC SUMMARY REPORT

Analyte	%REC						%REC		RPD		Low - High Limit
	BLK	SPK value	LCS	LCSD	RPD %	RPD Limit	MS	MSD	%	Limit	
Batch ID: HG_R_S-10/23/2007	TestName: MERCURY, TOTAL										
Run ID: HG_071023A	Test Code: SW7471A Units: mg/Kg Analysis Date: 10/23/2007 2:00:00 PM Prep Date: 10/23/2007										
Mercury	<0.04	0.5	101.8%	97.8%	4.0	25.0	95.8%	97.8%	2.0	25.0	77 - 120
Batch ID: RCRA7_S-10/24/2007	TestName: METALS-RCRA, Total										
Run ID: ICP_071024D	Test Code: SW6010B Units: mg/Kg Analysis Date: 10/24/2007 4:00:00 PM Prep Date: 10/23/2007										
Arsenic	<2.5	50	105.8%	105.4%	0.0	30.0	85.9%	84.7%	1.0	30.0	80 - 120
Barium	<0.5	50	103.0%	103.2%	0.0	30.0	80.2%	74.6%	4.0	30.0	80 - 120
Cadmium	<0.25	50	104.0%	103.2%	1.0	30.0	89.4%	89.2%	0.0	30.0	80 - 120
Chromium	<0.5	50	95.4%	96.4%	1.0	30.0	73.4%	72.4%	1.0	30.0	80 - 120
Lead	<1.5	50	101.0%	98.4%	3.0	30.0	74.0%	73.8%	0.0	30.0	80 - 120
Selenium	<2.5	50	96.6%	96.6%	0.0	30.0	83.4%	78.4%	6.0	30.0	80 - 120
Silver	<0.48	50	102.8%	104.8%	2.0	30.0	85.2%	86.0%	1.0	30.0	80 - 120
Batch ID: TPH1005_S-10/23/2007	TestName: TOTAL PETROLEUM HYDROCARBONS										
Run ID: TPH_071023A	Test Code: TX1005 Units: mg/Kg Analysis Date: 10/23/2007 Prep Date: 10/23/2007										
Hydrocarbons, C6-C12	<50	600	90.3%	91.7%	1.0	30.0	87.3%	85.2%	3.0	30.0	75 - 125
Hydrocarbons, >C12-C28	<50	600	104.7%	104.5%	0.0	30.0	107.8%	94.8%	13.0	30.0	75 - 125
Hydrocarbons, >C28-C35	<50										
Hydrocarbons, C6-C35	<50	1200	97.5%	98.1%	1.0	30.0	97.6%	90.0%	8.0	30.0	75 - 125
			<u>Surrogates</u>								
1-Chlorooctadecane	106.9	120	108.8%	110.1%	0.0	30.0	115.3%	108.0%	0.0	0.0	70 - 130
1-Chlorooctane	85.1	120	102.6%	103.5%	0.0	30.0	106.8%	99.3%	0.0	30.0	70 - 130

10/25/2007 13:44

2103408123

ALAMOLABS

PAGE 26/27

Exhibit G

General Decision Number: TX080003 02/08/2008 TX3

Superseded General Decision Number: TX20070003

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories). (Use current heavy & highway general wage determination for Paving & Utilities Incidental to Building Construction).

Modification Number	Publication Date
0	02/08/2008

EFFECTIVE 02/08/2008

ASBE0087-001 01/01/2006

	Rates	Fringes
Asbestos/Insulator Worker (Includes application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems.).....	\$ 19.67	6.37

BRTX0001-004 05/01/2007

	Rates	Fringes
BRICKLAYER.....	\$ 23.50	1.50

ELEC0060-001 12/04/2006

	Rates	Fringes
Cable splicer.....	\$ 21.85	7.60
ELECTRICIAN (Including pulling and installing cable through conduit for low voltage).....	\$ 21.60	7.60

ELEV0081-001 01/01/2005

	Rates	Fringes
Elevator Constructor MECHANIC.....	\$ 26.885	12.115+A

FOOTNOTE; A = UNDER 5 YEARS EMPLOYMENT, 6% BHR; OVER 5 YEARS
EMPLOYMENT, 8% BHR. PAID HOLIDAYS : New Year's Day,
Memorial Day, Independence Day, Labor Day, Thanksgiving
Day, Friday after Thanksgiving Day and Christmas Day.

ENGI0450-001 04/01/1994

	Rates	Fringes
Power equipment operators: Cranes.....	\$ 12.95	3.30

IRON0066-001 06/01/2007

	Rates	Fringes
IRONWORKER (Excluding metal building erectors)		
Structural.....	\$ 17.40	5.00

MARB0002-001 07/01/2005

	Rates	Fringes
TILE SETTER.....	\$ 18.50	6.10

* PLUM0142-001 10/10/2007

	Rates	Fringes
Plumbers and Pipefitters (Including HVAC WORK).....	\$ 28.30	8.02

SFTX0669-001 01/01/2005

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 22.62	10.50

SHEE0067-001 04/01/2007

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 23.70	9.74

SUTX1988-002 11/01/1988

	Rates	Fringes
Acoustical Ceiling Installer.....	\$ 12.26	
CARPENTER (Excluding Acoustical Ceiling Installer & Drywall Hanger).....	\$ 10.64	

CEMENT MASON/CONCRETE FINISHER...\$ 11.46

DRYWALL HANGER.....\$ 11.88

GLAZIER.....\$ 10.78 1.40

IRONWORKER (Excluding Metal Building Assemblers)

Reinforcing.....\$ 10.19 3.57

Laborers:

Mason Tenders.....\$ 8.36 1.78

Mortar Mixers.....\$ 8.99

PLASTERER'S TENDERS.....\$ 8.68

Unskilled.....\$ 7.06

LATHER.....\$ 15.25

PAINTER (Excluding

Tapers/Finishers).....\$ 8.01

PLASTERER.....\$ 15.25

Power equipment operators:

Front End Loader.....\$ 7.36

Roofers:

Kettlemen.....\$ 8.85

Roofers.....\$ 8.14

Waterproofers.....\$ 6.88

Sheet Metal Worker

Other Work.....\$ 11.62

Taper/Finisher.....\$ 7.99

TRUCK DRIVER.....\$ 7.10

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number: TX080041 02/08/2008 TX41

Superseded General Decision Number: TX20070043

State: Texas

Construction Types: Heavy and Highway

Counties: Bell, Bexar, Brazos, Comal, Coryell, Guadalupe,
Hays, McLennan, Travis and Williamson Counties in Texas.

Heavy (excluding tunnels and dams) and Highway Construction
Projects (does not include building structures in rest area
projects). *NOT TO BE USED FOR WORK ON SEWAGE OR WATER
TREATMENT PLANTS OR LIFT/PUMP STATIONS IN BELL, CORYELL,
McLENNAN AND WILLIAMSON COUNTIES.

Modification Number Publication Date

0 02/08/2008

SUTX2005-001 01/03/2005

	Rates	Fringes
Air Tool Operator.....	\$ 16.00	0.00
Asphalt Distributor Operator...	\$ 12.09	0.00
Asphalt paving machine operator	\$ 11.82	0.00
Asphalt Raker.....	\$ 9.96	0.00
Asphalt Shoveler.....	\$ 10.56	0.00
Broom or Sweeper Operator.....	\$ 9.74	0.00
Bulldozer operator	\$ 11.04	0.00
Carpenter.....	\$ 12.25	0.00
Concrete Finisher, Paving.....	\$ 10.53	0.00
Concrete Finisher, Structures..	\$ 10.95	0.00
Concrete Paving Curbing Machine Operator.....	\$ 14.00	0.00
Concrete Paving Finishing Machine Operator.....	\$ 12.00	0.00
Concrete Rubber.....	\$ 10.88	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator.....	\$ 13.66	0.00
Electrician.....	\$ 24.11	0.00
Flagger.....	\$ 9.49	0.00
Form Builder/Setter, Structures	\$ 10.88	0.00
Form Setter, Paving & Curb.....	\$ 9.89	0.00
Foundation Drill Operator, Truck Mounted.....	\$ 15.00	0.00
Front End Loader Operator.....	\$ 11.36	0.00
Laborer, common.....	\$ 9.34	0.00
Laborer, Utility.....	\$ 10.12	0.00
Mechanic.....	\$ 14.74	0.00
Mixer operator, Concrete Paving	\$ 15.25	0.00
Mixer operator.....	\$ 10.83	0.00
Motor Grader Operator, Fine Grade.....	\$ 15.26	0.00
Motor Grader Operator, Rough...	\$ 12.96	0.00
Oiler.....	\$ 14.71	0.00
Painter, Structures.....	\$ 11.00	0.00
Pavement Marking Machine Operator.....	\$ 11.52	0.00
Pipelaye.....	\$ 10.49	0.00
Planer Operator.....	\$ 17.45	0.00
Reinforcing Steel Setter, Paving.....	\$ 15.50	0.00
Reinforcing Steel Setter,		

Structure.....	\$ 14.00	0.00
Roller Operator, Pneumatic, Self-Propelled.....	\$ 9.34	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping.....	\$ 9.60	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement.....	\$ 10.24	0.00
Scraper Operator.....	\$ 9.93	0.00
Servicer.....	\$ 11.41	0.00
Sign Installer (PGM).....	\$ 14.85	0.00
Slip Form Machine Operator.....	\$ 15.17	0.00
Spreader Box operator.....	\$ 10.39	0.00
Structural Steel Worker.....	\$ 13.41	0.00
Tractor operator, Crawler Type.....	\$ 11.10	0.00
Traveling Mixer Operator.....	\$ 10.04	0.00
Trenching machine operator, Heavy.....	\$ 14.22	0.00
Truck Driver Tandem Axle Semi- Trailer.....	\$ 10.95	0.00
Truck driver, lowboy-Float.....	\$ 15.30	0.00
Truck driver, Single Axle, Heavy.....	\$ 11.88	0.00
Truck driver, Single Axle, Light.....	\$ 9.98	0.00
Wagon Drill, Boring Machine, Post Hole Driller Operator.....	\$ 14.65	0.00
Welder.....	\$ 14.26	0.00
Work Zone Barricade Servicer...	\$ 11.15	0.00

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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WAGE DETERMINATION APPEALS PROCESS

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Wage and Hour Administrator
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Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

Exhibit H

GOOD FAITH EFFORT PLAN

(Page 1 of 4)

NAME OF PROJECT:

Operation & Maintenance of Growdon Road Vehicle Storage Facility

BIDDER/PROPOSER INFORMATION:

Name of Bidder/Proposer: United Road Towing, Inc.

Address: 9550 Bormet Drive, Suite 301

City: Mokena State: IL Zip Code: 60448

Telephone: 708-390-2200 E-mail Address: dharff@unitedroadtowing.com

Is your firm certified? Yes No (If yes, please submit Certification Certificate.)

1. List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE-AABE-SBE CERTIFICATION NUMBER
Turnkey P.O. Box 1889, Manchaca TX	\$200-\$500k One time only	20%	MBE
LNM Office Supply 5311 Grandstand, San Antonio TX	\$5k initially plus ongoing needs	1%	SBE, WBE, MBE
Gideon Contracting 119 Blue Star, San Antonio, TX	\$110 initially plus continuous improvements	46%	SBE, WBE, MBE
Diggs Enterprises 8903 Breezefield, San Antonio TX	\$20k	3%	SBE, AABE, MBE

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

GOOD FAITH EFFORT PLAN

(Page 2 of 4)

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBEs.

GOOD FAITH EFFORT PLAN

(Page 3 of 4)

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

Douglas Harff (708) 390-2200

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

GOOD FAITH EFFORT PLAN

(Page 4 of 4)

GOOD FAITH EFFORT PLAN AFFIRMATION

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.



SIGNATURE OF AUTHORIZED OFFICIAL

Vice President

TITLE OF OFFICIAL

April 10, 2007
DATE

708-390-2200
PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

DIRECTOR OF ECONOMIC DEVELOPMENT



CMS or Ordinance Number: OR00000200803130203

TSLGRS File Code: 1000-05

Document Title:

ORD - URT Revenue contract for privitization of Growdon Impound Lot
All functions will be handled by URT with exception of Auction

Ordinance Date:
3/13/2008

RFP for Operation & Maintenance of Growdon Road Vehicle Storage Facility		
	Gaston & Sheehan Auctioneers, Inc. PO Box 856 Pflugerville, TX	Texas Vehicle Storage of San Antonio 825 Morales San Antonio, TX
Plan of Operations 25 Points Max	18.8	20.6
Property Improvement Investments, Maintenance Budget, & Payment to City 25 Points Max	22.1	25.0
Background, Experience, Qualifications 20 Points Max	17.0	18.2
Financial Stability & Capacity 10 Points Max	6.0	8.0
Local Business Enterprise 10 Points Max	0.7	10.0
Historically Underutilized Enterprise 5 Points Max	0.1	0.6
Compliance w/SBEDA Policy 5 Points Max	1.0	1.0
TOTAL SCORE	65.7	83.4