

**ORDINANCE NO. 22-02-15-01**

**AN ORDINANCE AMENDING THE WILMINGTON CODE OF ORDINANCES AS  
IT PERTAINS TO POLICE RELATED TOW SERVICE  
DUTIES AND OBLIGATIONS**

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS:

**SECTION 1: ORDINANCE AMENDED**

That Section 128.05 is hereby amended to state in its entirety as follows:

**128.05 Duties and requirements of Tow Service entering into Tow Service Contract with  
the City.**

- (A) Any Tow Service which enters into a Towing Service Contract with the City shall move, tow and store vehicles in workmanlike manner at the direction of the City Police Department or any officer thereof. Every tow operator or driver of a tow truck shall remove or cause to be removed all glass and debris deposited on any street or highway by the disabled vehicle being serviced, and shall, in addition, spread oil-dry upon that portion of any street or highway where oil or grease has been deposited by the disabled vehicle being serviced.
- (B) No tow operator or driver of a tow truck shall respond to a call for service while under the influence of intoxicants.
- (C) Any Tow Service which enters into a Towing Service Contract with the City shall tow vehicles to a location designated by the vehicle owner, driver or agent, should such person not wish to store the vehicle at the tow operator's facility; provided, however, that vehicles towed upon the direction of the Police Department shall be towed to such a place as designated by the police officer in charge at the scene.
- (D) Whenever any Tow Service which enters into a Towing Service Contract with the City tows a vehicle known to the Tow Service or Tow Operator to be towed pursuant to a DUI arrest, the Tow Service shall hold that vehicle in storage for 12 hours and may only then release the vehicle to the owner with a valid ID.
- (E) Any Tow Service which enters into a Towing Service Contract with the City shall be capable of placing one (1) wrecker truck and one (1) flatbed tow truck at the scene of a call inside the City limits within 20 minutes of the call except where extraordinary circumstances or inclement weather prevent doing such in which case the limit shall be extended to 30 minutes.
- (F) For any Tow Service which enters into a Towing Service Contract with the City, the Tow Service is responsible for providing a secured lot where the vehicles are stored, with an office at the location and staffed during reasonable business hours. The storage lot shall be located not more than ten (10) miles from the City limits. Such storage lot shall be capable of storing no less than forty (40) cars and fifteen (15) semi truck/trailers. The Tow Service shall maintain minimum regular business hours at its storage lot to release vehicles from at least 9 a.m. to 5 p.m. Monday through Friday, except federal holidays. The Tow Service may charge an after hours release fee for releasing a vehicle outside of regular business hours or on federal holidays if permitted in the Tow Service Contract.
- (G) Any Tow Service which enters into a Towing Service Contract with the City shall equip all tow trucks with warning lights and all other equipment required by state law, including one or more brooms and shovels, antifreeze, oil-dry chemical, one or more trash cans at least 18 inches in height, class 3 safety apparel, 6 high visibility cones, and one fire extinguisher of a dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C units and bearing the approval of a laboratory qualified by the division of fire

prevention for this purpose; and have working two-way communication equipment on the same commercial frequency as the base station located at the point where calls are received. In addition, all tow trucks shall be equipped to safely transport motorcycles.

- (H) Any Tow Service which enters into a Towing Service Contract with the City shall provide 24-hour-per-day service each day of the year. There shall be an attendant or answering service on duty at all times for the purpose of receiving calls and there shall be a person on call at all times for the purpose of releasing stored vehicles or for receiving vehicles.
- (I) For any Tow Service which enters into a Tow Service Contract with the City, collection of towing and storage charges from the owner or driver of the towed vehicles shall be the sole responsibility of the Tow Service. The Tow Service shall provide an itemized invoice for towing and storage charges which shall detail all charges and contain the name, address and phone number of the Tow Service. Neither the City nor the Police Department will be responsible for, nor assist in, the collection of such fees.
- (J) Any Tow Service which enters into a Towing Service Contract with the City shall be capable of providing light duty, medium duty and heavy duty towing at the City's request.
- (K) Any Tow Service which enters into a Towing Service Contract with the City shall maintain complete records and a system of releasing vehicles which assures that vehicles are released only to the rightful owner or authorized person. All records involving towing services performed under a Tow Service Contract with the City shall be open to the City of Wilmington for inspection during normal business hours or at such time as there is existing a dispute concerning the amount or validity of any towing or storage charges.
- (L) Every Tow Service entering into a Towing Service Contract with the City shall furnish to the Police Department a complete and current list of all drivers who may respond to calls. No driver shall be permitted to respond to any call unless his name, date of birth and driver's license number have been furnished to, and reviewed and approved by, the Wilmington Police Department at least five (5) business days in advance at the time at which such driver is proposed to begin rendering tow services, and unless he or she meets the requirements of 128.09, Tow Operator Personnel Qualifications, set forth below.
- (M) Any Tow Service which enters into a Towing Service Contract with the City shall sign an agreement as approved by the city from time to time to indemnify and hold the city harmless from any liability for damages sustained by vehicles being towed or stored and for all personal injuries occurring to any of the firms, employees or other persons and shall maintain the required insurance policies.

## **SECTION 2: SEVERABILITY**

If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect

## **SECTION 3: REPEALER**

All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed.

#### **SECTION 4: EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this 15<sup>th</sup> day of February, 2022 with 5 members voting aye, 0 members voting nay, the Mayor voting N/A, with 0 members abstaining or passing and said vote being:

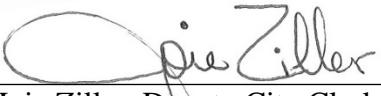
Kevin Kirwin	<u>absent</u>
Dennis Vice	<u>aye</u>
Leslie Allred	<u>aye</u>
Todd Holmes	<u>absent</u>


Ryan Jeffries	<u>aye</u>
Ryan Knight	<u>aye</u>
Jonathan Mietzner	<u>absent</u>
Thomas Smith	<u>aye</u>

Approved this 15<sup>th</sup> day of February, 2022



Attest

  
Joie Ziller, Deputy City Clerk

  
Ben Dietz, Mayor