TOWING BOARD OF REVIEW

MEETING

Wednesday October 23, 2019
10:00am to 11:50am

6 + Main Building (building with Melting Pot Restaurant)
1050 SW 6th Ave, 13th Floor
Room 123

AGENDA

1. Call to Order

2. Board Action: Approval of Agenda (2 minutes)

3. Approval of August 14, 2019 minutes (3 minutes)

4. Public Comment (10 minutes)

5. Action Item: Vote on 21st Century Towing Appeal of Intent to Deny driver Dwight Wellwood (15 minutes)

6. Action Item: Vote on Proposed Contract Assignment Transfer from current Newhouse & Hutchins Towing ownership to pending new ownership of Michael Porter and Jason Brett (30 minutes)

7. Action Item: Vote on Proposed Termination of the Contract for Records Management and Central Dispatching of Towing Services between the Agencies and HCKM LLC dba Tow Desk (45 minutes)

8. Tow Coordinator Report (5 minutes)
   • Dispatch Software Contract Update
   • Performance Metrics: Passes, tows completed
   • Schedule for Tow Contract Subcommittee Meeting and next Board Meeting

9. Adjourn
TOWING BOARD OF REVIEW
MEETING MINUTES

Location:   City Hall 1221 SW 4th Ave, Pettygrove Room
Date:      August 14, 2019
Time:      1:30 pm

Attendance

| P | Richard Helzer          | P | Scott Bradley          | P | Ae-young Lee            |
| P | Donald Hunter for Lynette Brown | P | Michael Huggins      | P | Michael Bouyear        |
| P | Francis Cop (on phone)  | P | Eric Benson            | A | Clark Tenney            |
| A | Glenn Fullilove         | A | Kimberely Patterson    | P | Patrick Kramer          |

*Attendance sheet used for other attendees

Agenda Items
1. Call to Order
Also in attendance:
Mark Williams, Regulatory Division Manager

2. Approval of Agenda
Motion to switch Action Items 5 and 6: Kramer
Seconded by: Huggins
Motion passed unanimously

3. Approval for May 29, 2019 meeting minutes
Motion to approve May 29, 2019 meeting minutes: Huggins
Seconded by: Bradley
Motion passed unanimously

4. Public Comments
Patti stated that they can run Oregon and Washington license plates, but Auto Records will no longer run other state plates, so she doesn’t know where to get the information. Kramer suggested using a third-party service. He does not endorse any specific service but mentioned Auto Data Direct as an example. Bouyear said, “Sometimes we don’t know” and “We only run Washington, Oregon, and California.” Patti said Auto Records used to provide the state information before. Bouyear said he didn’t know, but maybe they used to check every state individually. Another tower had the same experience as Patti.

5. Consider Tow Driver Keyth Howell’s eligibility to perform work on the Contract

Kramer: He was put on probationary approval by the Board, which ends March 2020. He was involved in an accident, so the Board needs to decide whether he is kept on probationary approval or if he is no longer allowed to perform work on the Contract.

Howell authorized Kramer to discuss his driving record.

Kramer summarized the issue with the driving record: In the last five years, Mr. Howell had three traffic convictions and four accidents. That includes the recent one. The probationary approval was for the three traffic convictions and three accidents, which total seven. The Contract maximum is three.

Copeland questioned why the contract doesn’t consider accident fault or severity. Copeland felt that Keyth was approved at the will of the Board and it’s up to the Board to decide if he is allowed to continue to work for the contract. He stated there should be a discussion about the wording of, or the construction of, the requirements of accidents vs. citations, convictions, etc.

Howell described the most recent crash: He was coming up a little crest, doing about 35 and the deer was three-quarters of the way through the lane. He felt like the intersection was big enough that he could swerve around it. As he swerved, he hit the curb and lost control of the vehicle, resulting in hitting a telephone pole. He felt that, either way, there would have been an incident; he would have either hit the deer and totaled the truck or crashed going around it.

Helzer asked if any of the previous citations or crashes are now longer than 5 years old. Kramer stated no. The next one that will be older than 5 years will be in October 2020.

Kramer addressed the issue of the contract only specifying “accident” and consider fault. He stated that traffic crashes are still an indication of overall driving ability and risk.

Michael Coe mentioned it didn’t happen in Portland. He said it’s well know that all the towers have difficulty recruiting drivers that can be approved to work on the contract. Coe felt that Howell was not a risk to the citizens of Portland especially when the incident was not really at fault or didn’t happen inside Portland.

Howell stated he was not cited and the Officer declared it a no fault accident

Q: When did we vote last time?

A: It would have been March 2020.

Q: So whether or not we approve, you just stay on? What did you learn from it? Anything?

A: Next time hit the deer.
Q: So an officer did respond?

A: It was Washington County. He looked at the scene, assessed it. He went out looking to see if there was obviously a deer pushing through the brush. The Officer said there was nothing Howell could have done to prevent it.

Q: Was it a company truck that you were driving?

A: Yes.

An audience member agreed with what Coe said. Since no other vehicle or person was involved, they should keep him on probation.

**Motion to continue to let Keyth Howell drive and perform work on the Contract under a probationary approval through August 2020:** Bouyeur

**Seconded by:** Huggins

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*Unresponsive on phone

**Motion passed 5-2**

6. **Vote on the amendment for the Contract for Vehicle Towing and Storage Services (“police contract”) and Abandoned Vehicle Towing Contract**

Kramer: The purposes of the amendments are to 1) allow for a transition from Tow Desk to the Internet-based dispatching service that is coming soon. 2) a routine rate increase. The extension is to allow us to have tow industry outreach and to allow us time for the various procurement steps. As Bradley suggested at the last meeting, Kramer provided a tentative timeline for the procurement process for the new contract.

08/20/19 – first Tow Board subcommittee [informal] meeting to propose contract changes

09/01/19 – second Tow Board subcommittee meeting to discuss more substantive contract changes (needs to be rescheduled because this date is a Sunday)

09/25/19 — Tow Board meeting to vote on new contract

07/01/20 — new contract in effect

Summary of proposed amendments:

- Extend the term to September 30, 2020.
- Add internet enabled electronic device requirement.
• Regarding multiple tows when passes occur, remove “before the initial call is disconnected” because the dispatch will be electronic, there won’t be a phone call.
• Regarding billing, remove “Tow Desk” because Auto Return will be the new dispatcher, and the towers will pay the city the dispatch fee.
• Mark Williams suggests changing language to “Tow Board/Tow Committee/Advisory Committee” to be consistent with other City advisory bodies.
• Update rates.

Bradley asked the industry if there is additional cost for item 2? Coe stated that some don’t have phones for all drivers. Photo storage came up.

Kramer stated that photos would upload to the Auto Return system. The tower uploads the pictures and they are stored in a cloud based system.

Kramer mentioned that we plan on having tows dispatched by rotation and district as they are now. Ultimately, later, we may look at a nearest truck model.

Rate Increases: Public rates will increase 3.35% according to Consumer Price Index (CPI). Agency rates will increase 5% to closer align with the public rates.

Bradley asked for a calculation using these increases to make debt projections. Coe gave examples of increases in costs of doing business as a tow company and stated that

Coe stated that although there have been rate increases and appreciates the effort there are various other increased costs that need to be addressed. Coe provided a document titled “Situational Analysis” which lists industry challenges and proposed solutions, email from insurance agent and historical documents related to setting towing rates.

Corrections need to be made on rate docs to make consistent. They are typographical errors that will be fixed. Kramer noted that the higher rate listed is the correct rate.

Williams inquired if self-insurance is a way to reduce cost of insurance for towers. Industry members stated that it takes a lot of cash on hand to do so and most do not have the ability to do that.

Bradley asked if there could be a list of variable expenses the industry incurs maintained and updated on a semiannual or annual basis. The costs could include insurance, lien fees and storage per square foot.

New lien law mentioned that requires towers notify registered owner within 3 business days. The time frame used to be 15 days. Towers stated that they need to start lien fee by the next day to ensure they get the notification out on time. Williams offered looking into potentially sharing ownership and lien holder info to the towers to facilitate the notifications and decrease their cost. The main hurdle will be ensuring that this activity would comply with DMV rules.

Towers asked for vehicles under $2,500 lien fee be $60 and over $2,500 be $140.

Williams asked how the industry felt about perhaps the City procure a contract for lien vendors to get the rate lower. Industry was not interested in that due to law makes towers responsible for this.
Helzer noted that it seems like a coincidence that the lien companies just happen to charge the same amount as the city allows. Towers responded that they give a discount due to tow volume. Their rate would be higher than the city rate without the discount.

**Motion to approve the amended Contract for Vehicle Towing and Storage Services (“police contract”) and revise language for 5.2.11:** Bradley

Revise 5.2.11 to: For each abandoned vehicle dispatched by Tow Desk and picked up by RO tow contractor will pay a dispatch fee.

**Seconded by:** Helzer

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**Motion passed unanimously**

Abandoned Contract: Same changes except for extension (because it’s already been extended).

There was a question if the new dispatch system will be referred to as “Tow Desk.” Kramer said yes, but Gerlock said they own the name, so the name needs to be changed in the new contract. Kramer asked if there is an issuing using the term Tow Desk until the new contract. Aaron Hainline from Gerlock Towing said no issue using it for this contract.

**Motion to approve the Abandoned Vehicle Towing Contract amendment:** Bradley

**Seconded:** Kramer

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## 7. Tow Coordinator Report by Kramer

a. Dispatch Software Contract Update: Last signatures are getting signed right now. Going to work with Tow Desk to transition their records. 120-day notice is getting close.

b. Performance Metrics:

   June 2019
   
   - zero passes = 21st Century D4, 21st Century D7
- under 2% passes = Newhouse D4, 21st Century D5
- Class A response time during rush hour = 17
- Class A response time not during rush hour = 15

July 2019
- zero passes = 21st Century D4
- under 2% passes = 21st Century D5, Loop Hi-Way, A&B D8
- Class A response time during rush hour = 18
- Class A response time not during rush hour = 16

8. Adjourn

Motion to adjourn: Kramer
Seconded: Bradley
Motion passes unanimously

Minutes respectfully submitted by Lauren Magnee, Regulatory Program Specialist
October 3, 2019 VIA EMAIL

21st Century Towing

RE: Intent to Deny Employee Dwight Wellwood

Clark,

I have reviewed your request for new hire Dwight Wellwood to perform work for 21st Century Towing under the Contract for Vehicle Towing and Storage (the Contract). After consideration of the information available to me, I intend to deny this request.

Factor(s) considered in the decision

In the last 5 years, Dwight’s Oregon driving record shows a total of 5 traffic convictions and accidents in the last 5 years. This does not meet contract requirements.

Applicable Contract References

1.23.4 An active Department of Motor Vehicles (DMV) record for the five year period immediately preceding the date of application with not more than:

1.23.4.1 Three (3) traffic infractions as defined in ORS 801.557;

1.23.4.2 Three (3) serious traffic violations as defined in ORS 801.477; or

1.23.4.3 Three (3) motor vehicle accidents which are required to be reported to DMV under ORS 811.720; or

1.23.4.4 Greater than three (3) of any combination of infractions, suspensions, serious traffic violations or motor vehicle accidents, as defined above.
You may request reconsideration by the Towing Board of Review at the next regular meeting. **To do so, send me a written request for reconsideration by October 17, 2019.** This can be done via email at Regulatory@portlandoregon.gov or via fax to 503.865.3022.

Sincerely,

[Signature]

Patrick Kramer | Towing Coordinator
City of Portland | Towing and Private Property Impound
October 8, 2019

Patrick Kramer
Regulatory Program Specialist
Tow Complaint 1104870

Dear Patrick,
We request reconsideration by the tow board for Dwight Wellwood. He has been a great employee and I believe he would make a great asset to our Police contract.

Sincerely,

Clark Tenney.