

## TOWING SERVICES CONTRACT

Pursuant to West Allis Municipal Code § 4.25, this towing services contract is made and entered into as of December 9, 2025, by and between the City of West Allis, a municipal corporation ("City"), and N&S Towing, Inc., a domestic corporation ("Contractor"), to establish the terms under which vehicles within the City of West Allis may be moved, removed, and impounded at the direction of the City.

WHEREAS, the common council finds it is in the public interest to contract with a towing company for the removal of: 1) vehicles standing upon a highway in violation of a prohibition, limitation or restriction on stopping, standing or parking imposed under Wis. Stat. Chs. 346 or 349., 2) abandoned vehicles under WAMC § 6.015 and Wis. Stat. § 342.40, and 3) disabled vehicles that obstruct the roadway of a freeway or expressway; and

WHEREAS, the City sought proposals from vehicle towing companies and received multiple responses; and

WHEREAS, in the judgment of the common council, the Contractor is the responsive bidder that shall render the most satisfactory and dependable service to the City;

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the municipalities agree as follows:

1. Term. This contract shall commence on January 1, 2026, and shall expire on December 31, 2028. After expiration, this contract shall automatically renew for 3 additional years unless one party notifies the other by October 1, 2028, that it declines to renew this contract.
2. Incorporation of Bid Materials. Unless inconsistent with the terms of this contract, the terms of the request for proposals and responsive materials from the Contractor shall be incorporated into this contract.
3. Compliance with Applicable Laws. The Contractor shall comply with all applicable laws regarding the towing, impounding, storage, return, and disposal of vehicles in its possession.
4. Response Time. The Contractor shall respond to a request by a duly authorized officer or employee of the City, arrive on-site, and be prepared to remove a vehicle within 30 minutes after the request is made unless a bona fide emergency prevented the Contractor from timely responding.
5. Dedicated Equipment. The Contractor shall have at least 2 tow trucks available to exclusively respond to calls from authorized City representatives during declared snow emergencies.

6. **Contractor Fees.** The Contractor's compensation for the rendition of services shall be paid by the owner of the vehicle or, where required by law, by the City according to the fee schedule submitted with the Contractor's bid. The towing Contractor may not charge a fee in excess of the fee schedule submitted with the Contractor's bid, where an authorized agent of the City has called for the Contractor's services.
7. **City Fee.** The Contractor shall collect the applicable fee listed in the City's Fee Schedule for services related to the towing of vehicles from a highway under Wis. Stat. § 349.13(3) or from private property under Wis. Stat. § 349.13(3m). All City fees collected by the Contractor under this paragraph shall be aggregated and forwarded together to the City treasurer at the same time as the monthly statement of work is submitted to the police chief.
8. **Monthly Statement of Work.** The Contractor shall submit to the chief of police, on or before the tenth day of each month, a sworn statement covering all operations performed under the towing contract for the preceding month. The statement shall contain the following information:
  - a. Name and address of owner of vehicle.
  - b. Date of removal of vehicle.
  - c. Make and model of the vehicle.
  - d. Location from which the vehicle was removed.
  - e. Location to which the vehicle was towed.
  - f. The total charge made for such removal.
9. **Surety Bond.** During the term of this contract, the Contractor shall maintain a surety bond in the amount established by the board of public works as a guaranty of satisfactory performance of this contract.
10. **Insurance Requirements.** Proof of worker's compensation insurance and liability insurance in minimum amounts established by the board of public works covering all operations, premises, storage of vehicles and the contents thereof, and vehicles used in carrying out the work required under the contract is attached and marked **Exhibit A**. The Contractor shall maintain such insurance for the term of this contract. The policy shall name the City as an additional insured and shall provide for a 30-day notice to the City in the event of cancellation.
11. **Indemnification.** The Contractor shall agree to hold the City harmless for any and all claims and damages resulting from operations conducted under the towing contract, including damage or loss to vehicles and personal property contained in said vehicles held in storage by the Contractor. The Contractor further agrees to defend any claim on behalf of the City and to pay all costs, damages and attorneys fees which may result from such claims.

12. Prices Posted. The Contractor shall post a list of prices in conformity with the bid in a location and form designed to give reasonable notice to a person retrieving a towed vehicle.
13. Miscellaneous. This contract shall be construed under the laws of the State of Wisconsin.
14. Termination. Notwithstanding any other provision in this contract, the City may terminate this agreement at its discretion without advanced notice.

City of West Allis

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Dan Devine  
Mayor

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Tracey Uttke  
City Clerk

N & S Towing, Inc.

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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City Attorney

**EXHIBIT A**  
**PROOF OF INSURANCE**