



**Invitation For Bid TAC277D Addendum 3
Wrecker, Impound & Storage Services
Citywide
Issued: September 24, 2020**

**City of Tulsa,
Oklahoma**
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Issued October 28, 2020

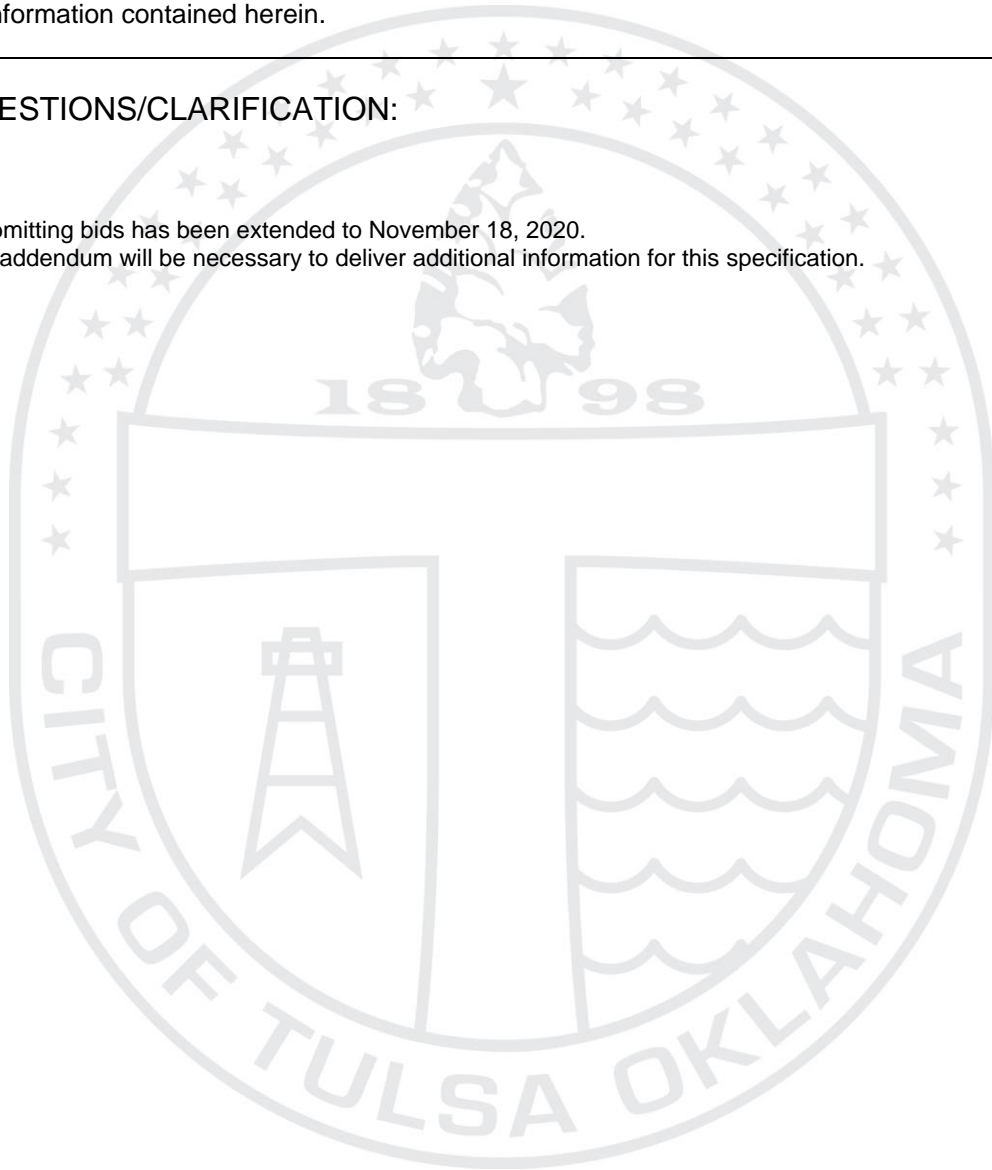
Addendum #3

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #3 on Form #6** of the bid package as verification that you have received and are aware of the information contained herein.

CHANGES/QUESTIONS/CLARIFICATION:

CHANGE:

The due date for submitting bids has been extended to November 18, 2020.
Issuance of a fourth addendum will be necessary to deliver additional information for this specification.





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Issued October 21, 2020

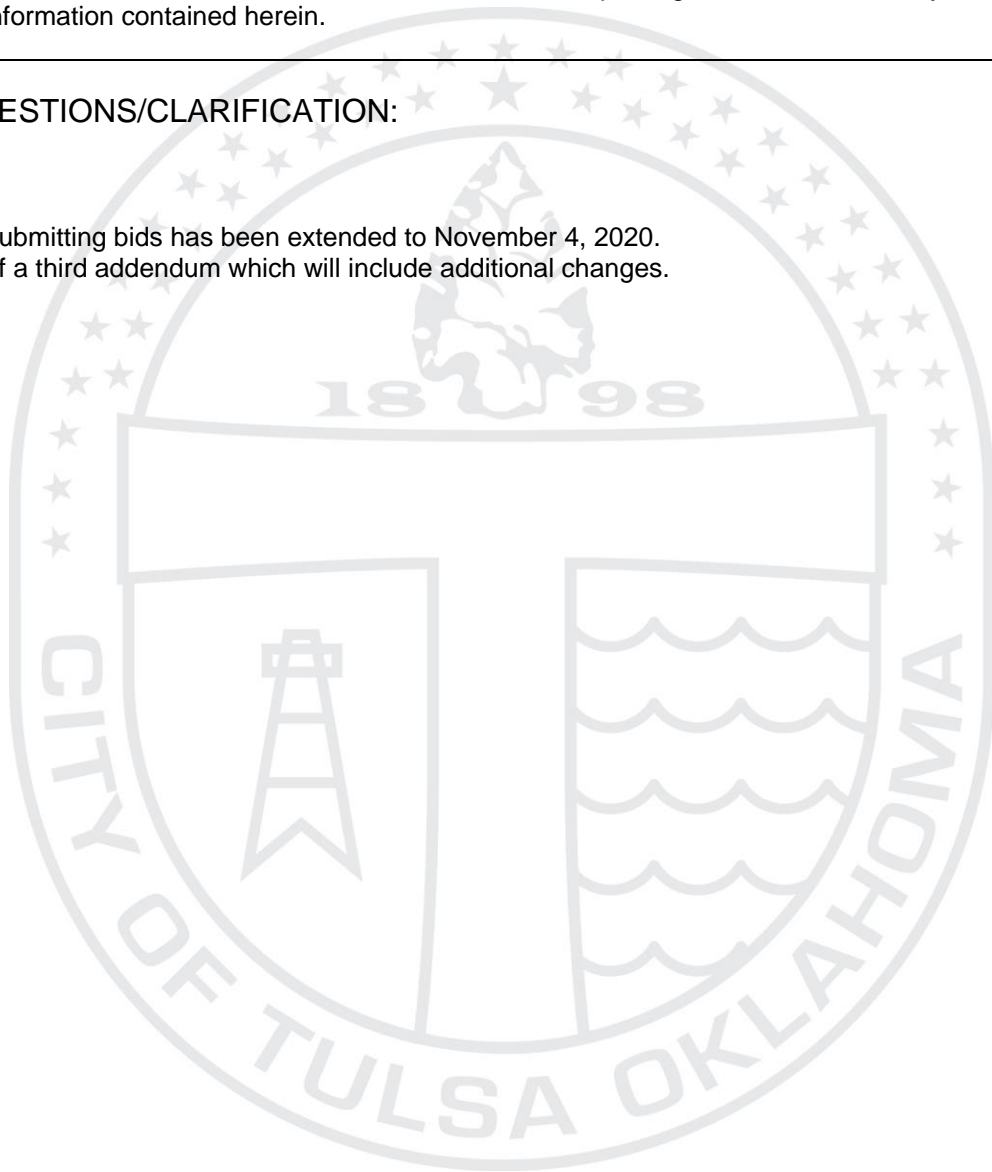
Addendum #2

Please note the following change which have been made to permit clarification of this Invitation for Sealed Bid. **This addendum must be listed as Addendum #2 on Form #6** of the bid package as verification that you have received and are aware of the information contained herein.

CHANGES/QUESTIONS/CLARIFICATION:

CHANGE:

The due date for submitting bids has been extended to November 4, 2020.
Expect issuance of a third addendum which will include additional changes.





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Issued October 12, 2020

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #1 on Form #6** of the bid package as verification that you have received and are aware of the information contained herein.

CHANGES/QUESTIONS/CLARIFICATION:

CHANGE:

1. Item 15. CONTRACT AWARD in the section titled INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS has changed to, "If a contract is awarded, it will be awarded to the Bidder that City determines is a secure Bidder who meets the specifications and offers the highest payment to the City . . ."

2. Item C, under the sub section, "OPERATING RULES AND REGULATIONS" has changed.

If Bidder(s) does not currently have adequate equipment, additional documentation explaining how Bidder proposes to meet these requirements may be attached to the bid. The attachment shall include the detailed list of equipment, time period to acquire or lease, bank letters providing proof of sufficient funds, and any other supporting documentation for the City to adequately evaluate the equipment and commitment being proposed. The City reserves the right to reject any timeline or equipment that does not meet the City's needs. Failure to comply with this paragraph in its entirety may be cause for rejection of your bid.

QUESTIONS/CLARIFICATION:

None



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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

BID # TAC277D

DESCRIPTION: Wrecker, Impound & Storage Services

(Commodity Code(s): 968-90)

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City's website at www.cityoftulsapurchasing.org or a hardcopy may be obtained at:

City of Tulsa-Purchasing Division
175 East 2nd Street, 15th Floor
Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CST) on Wednesday, November 18, 2020, and delivered to:
City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of (1) this Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications and (12) Exhibit A.

Use this checklist to ensure you have properly read and completed all Forms.

- Notice of Invitation for Bid
- Summary Sheet
- Form #1: Bidder Information Sheet. Must be completed.
- Form #2: Purchase Agreement. **Complete legal name in first paragraph and Notice provision in Section 17.i. Original signature required.**
- Form #3: Interest Affidavit. Original signature and notarization required.
- Form #4: Non-Collusion Affidavit. Original signature and notarization required.
- Form #5: Affidavit of Claimant. Original signature and notarization required.
- Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- Instructions, Terms and Conditions for Bidders
- Special Requirements (Offer Period; Insurance and Bonding; References)
- Technical Specifications
- Exhibit A: Bid Form including Delivery and Pricing. This is your Bid. It must be completed or your Bid will be rejected.

IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.



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SUMMARY SHEET

Project Buyer

If you have any questions or need additional information, contact the assigned Project Buyer:

Terry O. Thomas, Senior Buyer

tthomas@cityoftulsa.org

Include **TAC277D** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include **TAC277D** on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB. Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet.

Questions and concerns must be received no later than **ten (10) days prior** to the Bid Packet due date.

Issuing of Addenda

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a supplier on the City of Tulsa Purchasing website (www.cityoftulsapurchasing.org) to receive notice of any addenda, or to receive notice of any future IFBs.

Pre-Bid Conference

If a pre-Bid conference will be held for this IFB, information on that conference will be inserted below:

Date [Click here to enter a date.](#) Time

Location:

___ Attendance at the Pre-Bid Conference is required to submit a Bid; however Bidders may make arrangements to attend via teleconference in some cases (contact the Project Buyer for details).

___ Attendance is not required to submit a Bid.

Bid Packet Submission

The City requires two completed Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the line below will be checked.

___ Electronic Copy also required (USB drive, CD . . .).

Responses to this Invitation for Bid must be made on the forms listed on page 1. The entire completed Bid Packet must be returned or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

Bid Opening

All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.



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**FORM #1
BIDDER INFORMATION SHEET**

Bidder's Exact Legal Name: _____
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____ |

Bidder's Address: _____
Street
City
State
Zip Code

Bidder's Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____
 Street: _____
 City: _____
 State: _____
 Phone: _____
 Fax: _____
 Email: _____

Legal or Alternate Sales Contact:

Name: _____
 Street: _____
 City: _____
 State: _____
 Phone: _____
 Fax: _____
 Email: _____



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**FORM #2 (Page 1 of 4)
PURCHASE AGREEMENT**

INSTRUCTIONS: This document **must** be properly signed and returned or your Bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following goods or services:

TAC277D Wrecker, Impound & Storage Services

(the "Goods and/or Services"); and

WHEREAS, Seller desires to provide such Goods and/or Services to City, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City's Mayor, this document will become the Purchase Agreement for such Goods and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

- Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
- Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
- Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
- Term.** The term of this Agreement shall be effective commencing on **November 1, 2020 and continuing to October 31, 2021** at the discretion of City. City in its sole discretion may offer Seller an opportunity to renew this Agreement for an additional Four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Technical Specifications**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
- Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.



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7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.
8. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
10. **No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards a contract to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
13. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
14. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
15. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
16. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.

i. To Seller: _____

To CITY: City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103
With a copy to: Terry O. Thomas, Senior Buyer
175 E 2nd Street, 15th Floor
Tulsa, OK 74103

18. **Relationship of Parties.** The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding



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payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

19. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
20. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
21. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
22. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
23. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
24. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
25. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
26. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
27. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
28. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 28.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
 - 28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
 - 28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
 - 28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
 - 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
29. **Equal Employment Opportunity.** Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
30. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.



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IMPORTANT NOTE: This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 4. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: _____

Sign Here ► _____

ATTEST:

Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

Company Name/Address [Please Print] _____ Address _____ City _____ State _____ Zip Code _____

() - () - _____
Telephone Number Fax Number Email Address

**CITY OF TULSA, OKLAHOMA,
a municipal corporation,**

ATTEST:

By: _____
Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney



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FORM #3

INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #4

NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from Bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #5

AFFIDAVIT OF CLAIMANT

STATE OF _____)

)ss.

COUNTY OF _____)

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: _____

Signature

Name: _____

Company: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #6

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ▶

Printed Name: _____

Title: _____

Date: _____

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Citywide
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INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
 - A. **“Acceptance”** with respect to a Bid shall mean the City’s selection of a Bid, and award of a contract to the Bidder/Seller.
 - B. **“Acceptance”** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean City’s written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
 - C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
 - D. **“Authorized Agent”** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary’s certificate indicating the authority is still valid.
 - **General Partnerships** – any partner can sign to bind all partners.
 - **Limited Partnerships** – the general partner must sign.
 - **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
 - **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
 - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
 - E. **“Bid”** means the Seller’s offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
 - F. **“Bidder”** means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
 - G. **“Bid Packet”** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
 - H. **“Bid Submission Date”** shall mean the last date by which the City will accept Bids for an Invitation For Bid.
 - I. **“City”** shall mean the City of Tulsa, Oklahoma.
 - J. **“Days”** shall mean calendar days unless specified otherwise.
 - K. **“Primary Seller”** shall mean the Seller whose Bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
 - L. **“Project Buyer”** shall mean the City’s employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
 - M. **“Purchasing Division or Office”** shall mean the City of Tulsa’s Purchasing Division, located at 175 East 2nd Street, 15th Floor, Tulsa, Oklahoma 74103
 - N. **“Secondary Seller”** shall mean the Seller whose Bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.
 - O. **“Seller”** shall mean the Bidder whose Bid City selected and awarded a contract.
 - P. **“You” or “Your”** shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded a contract.
 - Q. **“Website”** shall mean the City of Tulsa’s website for the Purchasing Division: www.cityoftulsapurchasing.org.



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3. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than ten (10) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on City. At City's discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
4. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City's Purchasing Division.
5. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
6. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City's Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City's Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
7. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term "no substitute" is used, the City's references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.
- The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.
- All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.
8. **PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.
9. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.
10. **TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.
11. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.
- A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**



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- B. Sealed Bids may be either mailed or delivered, but must be received at:

City of Tulsa – Office of City Clerk
175 East 2nd Street, Suite 260
Tulsa, Oklahoma 74103

- C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
- D. Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
1. City Hall closed for business for part or all of the day on the date the response was due;
 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E. **City will not accept faxed Bids**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
- F. City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
- G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
- H. If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
- I. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
- J. Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
- K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.

12. BID REJECTION OR WITHDRAWAL.

- A. City may reject any or all Bids, in whole or in part.
- B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.**
- C. A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
- D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- E. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

- 13. BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.

- 14. PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.

- 15. CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that City determines is a secure Bidder who meets the specifications and offers the highest payment to the City. Such Bid analysis will consider price and other factors,



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such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.

16. **IRS FORM W-9.** If City selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide City with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
18. **PAYMENTS.** Invoices should be e-mailed to City of Tulsa – Accounts Payable at:

apinvoices@cityoftulsa.org

Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the Bid.

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SPECIAL REQUIREMENTS

1. Irrevocable Offer Period. You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until 365 days after the Bid Opening Date.

2. General Liability/Indemnification. You shall hold City harmless for any loss, damage or claims arising from or related to your performance of the Purchase Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Purchase Agreement. You agree to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Goods, Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

3. Liens. Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all goods to City free and clear of liens. Delivery by Seller to City of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by City as a result of the existence of such liens shall be paid to City by Seller. At City's option, City may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse City for any payments made for such goods.

4. Insurance. If checked "Yes," the following insurance is required: Yes: X No:

Seller and its subcontractors must obtain at Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Table with 2 columns: Insurance Type and Amount. Rows include Personal injury, Property damage, Auto Liability, Workers' Compensation, Bailee coverage, On-Hook or in tow, and Garage Keepers.

* In accordance with then current Department of Public Safety section 595:25-5-4 Insurance

SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage by providing the assigned Project Buyer shown on the Summary Sheet of this Bid Packet with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- A. Your name
B. Insurer's name and address
C. Policy number
D. Liability coverage and amounts
E. Commencement and expiration dates
F. Signature of authorized agent of insurer
G. Invitation for Bid number

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Seller to notify City of any change in coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements

5. Bonding.

A. Bid Bond. If the box is checked "Yes," the Bid Bond is required:

Yes: No: X



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B. Performance Bond. If the box is checked "Yes," the Performance Bond is required:

Yes: X No: Amount: \$ 25,000.00 for each Division Awarded or City Wide \$ 75,000.00

6. References. If the box is checked "Yes," References are required:

Yes: X (3) No:

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.

Company Name: _____

Contact Name: _____

Address: _____

Phone number: _____

Email Address: _____

Relationship: _____

Company Name: _____

Contact Name: _____

Address: _____

Phone number: _____

Email Address: _____

Relationship: _____

Company Name: _____

Contact Name: _____

Address: _____

Phone number: _____

Email Address: _____

Relationship: _____

7. Financial information. City reserves the right to request any Bidder's financial information, as necessary to establish that Bidder is financially stable and has the capacity to perform under this agreement.

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TECHNICAL SPECIFICATIONS

SCOPE:

It is the intent during the agreement period, as nearly as possible, to secure all the requirements for the services bid from the firm to which the agreement is awarded.

SPECIFICATIONS:

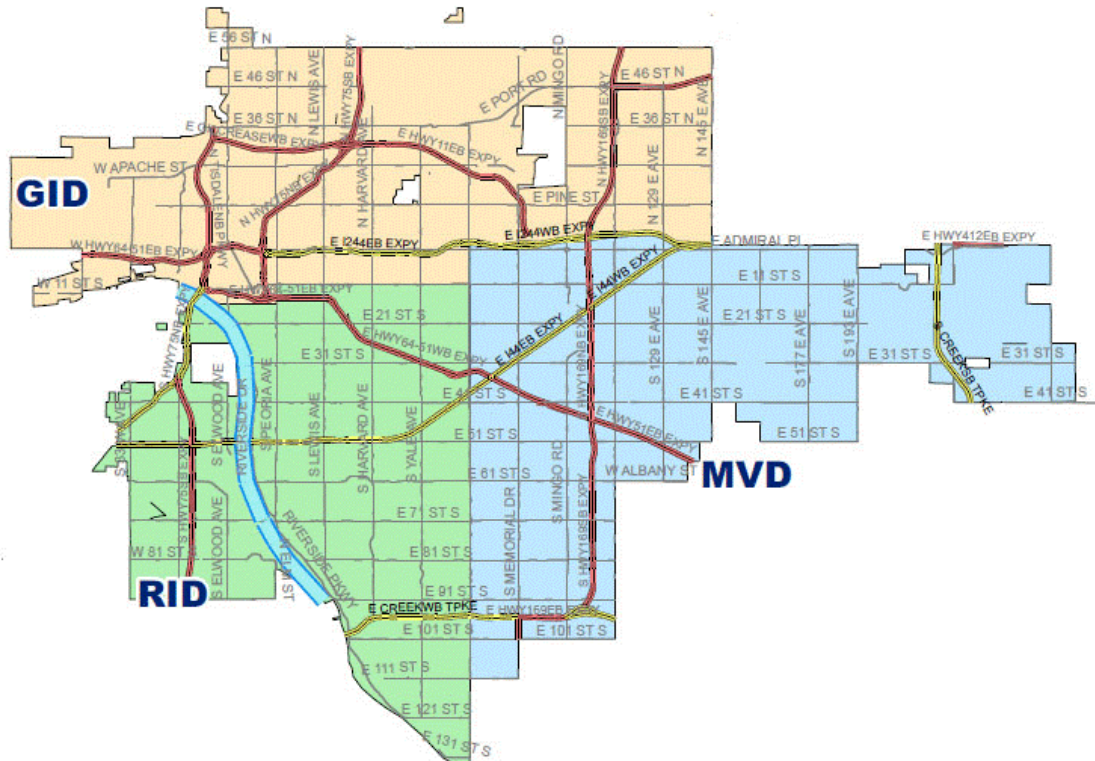
Qualified Bidders will be an independent Seller who has

1. complete control over the "Hooking Up", towing and storage of vehicles (when impounded at the direction of City of Tulsa Police, Fire, Asset Management, and Code Enforcement Department ("Official(s)")) and who will assume all responsibility for any damage incident thereto.
2. capabilities to tow, or enable, City of Tulsa owned vehicles and equipment as well as to provide services to unlock, jump start, or change tire(s), for City-owned vehicles.

The City will not be liable for any costs related to this Agreement.

Boundaries:

1. City limits: Defined by City at time of bid due date or as may change during Agreement period.
2. Police Division limits: Defined by the included map or as may change during Agreement period. At time of IFB issue, there are three police divisions Gilcrease, Riverside, and Mingo Valley. The names of and boundaries of the Divisions are subject to change at the direction of the City of Tulsa Police Chief.





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Generally, all vehicles and equipment towed will be located within the City limits of Tulsa. In addition, the Seller will be responsible for:

1. Police relayed tows outside the City limits as a result of a pursuit beginning within the City limits of Tulsa.
2. Police relayed tows outside the City limits of Tulsa as part of a crime investigation
3. City employee requested tows (including Police vehicles) of any City vehicle or equipment outside the City limits of Tulsa performing City business or in accordance with City take home policy.

Seller assigned tow (normal conditions):

1. Official requested tows: The Official assigned the call will make the determination of which Seller to call.
2. City employee requested tow: The location (address) of the vehicle or equipment will determine Seller called.

Seller assigned tow (extraordinary conditions):

Official requested tows: If the Official determines a public safety event has occurred the following actions will take place:

1. The Official on the scene will contact the Seller dispatcher (for that Division) to verify availability of wreckers to handle the public safety event.
2. If sufficient wreckers are not available from that Seller, the Official will contact the other Agreement holders (Sellers) for wrecker services, to require additional assistance.
3. If the Official determines all Sellers do not have the necessary wreckers available, or they do not respond in a timely manner, Official may solicit services from other wrecker services as needed.

Data: The anticipated quantities of impounds, etc. represented herein is the best information available at time of IFB preparation. Current and future volume will be subject to change based on many factors. Bidders should rely on their experience and knowledge of the business in anticipating their revenue as a result of any resulting Agreement.

It is understood that the agreement(s) resulting from this IFB will cover all towed vehicles and equipment (both Official requested and Police-relayed) within the corporate limits of the City of Tulsa, Oklahoma, or Police division depending upon award of Agreement, which are impounded by the Official as well as the towing of City vehicles defined herein. The Seller will supply the following services as described herein:

1. **Wrecker, Tow-In and Storage Services** for the City of Tulsa as needed by the Official for public safety purposes (traffic accidents, criminal investigations, etc.). **The Seller will pay the City** for the privilege of performing the required services in a timely manner in accordance with all then current Federal, State, Local laws, including but not limited to: Title 29 TRO Sections 700 through 707 (Attachment A); Chapter 210; Oklahoma Department of Public Safety Administrative Roles, as summarized in the "Wrecker & Towing Services Manual" (Attachment B); Oklahoma Department of Environmental Quality (DEQ) Title 252 (Attachment C), as well as all aspects of this IFB.

The Seller is to have the exclusive Agreement for wrecker, tow-in and storage services by division or the entire City of Tulsa depending upon the award of bid, where such services are called for by the Official. The expected number of these vehicle impounds is approximately **4334 per year**, although the City cannot guarantee that volume.

By Police division:

ESTIMATED IMPOUNDS PER YEAR	
By Division	Quantity
Gilcrease Division	1660
Riverside Division	1362
Mingo Valley	1315
Outside City	7



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City shall not be liable for payment of any fees for impounded vehicles.

This number does not include Police relayed calls for citizen requested tows. The estimated number of Police relayed tows per year are as follows:

ESTIMATED NUMBER OF OFFICER RELAYED CALLS	
By Division	Quantity
Gilcrease Division	3169
Riverside Division	3811
Mingo Valley	3869

City shall not be liable for payment of any fees for Police relayed calls.

2. **Wrecker and Tow-In Services of inoperable vehicles and equipment** to be free of charge for all City vehicles from police motorcycles, fire apparatus and vehicles (including cars, trucks, trucks with trailers, etc.) to equipment (e.g. skid-steer, skip loader, excavator, etc.). These vehicles and equipment, if towed, will be towed promptly, when and where City directs that they be towed.

ESTIMATED NUMBER OF FREE TOWS PER YEAR		
By Division	Quantity above ¾ ton	Quantity ¾ ton and below
Gilcrease Division	70	400
Riverside Division	70	400
Mingo Valley	70	400
Outside City	Occasional	Occasional

Quantities are estimates based on experience and do not necessarily reflect what will happen in the future. The City makes no guarantees as to the number of vehicles and equipment that may need to be towed or serviced as required above.

The Seller may elect to perform services to avoid a tow such as jump start, change tire, etc.

City shall not be liable for payment of any fees for towing City vehicles and equipment or performing other services such as jump starts or changing tire(s), etc.

3. **Wrecker and Tow-In Services going to surplus auction facilities** to be free of charge for all City vehicles from police motorcycles, fire apparatus and vehicles (including cars, trucks, trucks with trailers, etc.) to equipment (e.g. skid-steer, skip loader, excavator, etc.) that are being towed to City (or City designated) surplus facilities whether operable or inoperable. May include undercover and confiscated vehicles.

The current facility is located at: 108 N. Trenton Ave. Tulsa, Okla. The location of the facility(s) is subject to change. Seller will track and report on status of these tows, as directed by City.

City shall not be liable for payment of any fees for towing vehicles and equipment to surplus auction facilities.

DISCREPANCIES IN SPECIFICATIONS

These specifications in no way are to contradict with City ordinances including Ordinance No. 16701, Title 29 TRO Section 700 et seq (Attachment A) or state statutes. **If a discrepancy is noted during the bidding process, email the project buyer with your concern.** If noted after agreement is executed, send a notice as defined in Form#2 paragraph 17.

Any changes to City ordinances or state statutes will automatically become part of these specifications and binding upon the Seller.

VEHICLE OWNER RIGHTS

It is to be understood that where a private vehicle which is not to be impounded by the Police is concerned, the owner may summon anyone of his choice to perform requested services. If the owner/custodian of the vehicle is unable to provide a towing preference or has no preference, the Police will contact the Seller for the



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owner/custodian. The vehicle and/or equipment owner will be responsible for the charges related to these towing services. In all other cases, the City agrees to contact the Seller.

PRIORITY OF SERVICE

Requests for service from the City shall be given priority over requests from individuals and businesses. The Seller shall provide service utilizing the following guidelines for service priorities:

- Priority 1 A request from Official for service involving a vehicle creating a traffic hazard.
- Priority 2 A request from the "Official" for service involving disabled City vehicle(s) or equipment, or Code Enforcement Request.
- Priority 3 A request from City for service involving moving vehicles and/or equipment to where City directs that they be towed, including the surplus facilities.
- Priority 4 All other requests for service from private businesses and individuals.

EXPERIENCE:

- A. Bidder must have at least three (3) years' experience in the tow-in or wrecker service business.
- B. Bidder must attach to IFB response information to substantiate the tow-in or wrecker business
- C. Bidder must attach to IFB response copy of current State license

EQUIPMENT REQUIREMENTS

- A. Seller shall clearly mark their wreckers with the name of the wrecker service on each side of the vehicle in letters not less than two (2) inches in height and one-half (1/2) inch in width. The color of such lettering shall contrast with the body color of the vehicle so as to be easily legible.
- B. Seller shall maintain, in good operating condition and ready for use, equipment capable of rendering satisfactory wrecker service.
- C. Each vehicle to be used as a wrecker must be designed for such purpose and shall be maintained in excellent mechanical condition.
- D. Each vehicle to be used as a wrecker shall have at least one (1) amber rotating or flashing beacon with three hundred sixty-degree visibility. In addition, each vehicle shall have an emergency flasher system capable of emitting two (2) amber lights to the front and two (2) red lights to the rear of the vehicle which shall flash simultaneously. All lighting systems shall be visible from a minimum of five hundred (500) feet.
- E. Each vehicle to be used as a wrecker shall include the following equipment:
 - 1. Two (2) "scotch" blocks or similar devices capable of adding stability to the wrecker in preparing the disabled vehicle for towing;
 - 2. "Dollies" for the purpose of providing a method of towing a disabled vehicle which is otherwise incapable of being towed; or equipment capable of adequately and safely loading the disabled vehicle; provided, however, that this requirement shall not apply to the loading or transporting of disabled vehicles of ten thousand (10,000) pounds or more gross weight;
 - 3. At least one easily accessible fire extinguisher with an NFPA rating of ten (10) BC or higher;
 - 4. All truck warning devices required by 47 O.S.1991, § 12407 to protect the scene of an accident during the daytime or at night;
 - 5. Two (2) chains adequate for pulling or towing;
 - 6. One (1) push-type broom;
 - 7. One (1) axe;
 - 8. One (1) shovel;
 - 9. One (1) set of tire chains;
 - 10. One (1) pry-bar or wrecker bar capable of prying open vehicle doors; and



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11. One (1) sling, stay-bar or another device capable of protecting a disabled vehicle while being towed or transported.

- F. Each wrecker shall be equipped with a radio receiver and transmitter capable of communicating with the wrecker company dispatcher, and each wrecker company dispatcher shall have base station equipment capable of receiving and transmitting such communication.

VEHICLE INSPECTION AND MAINTENANCE

Prior to the use and operation of any vehicle to perform these services, the vehicle shall be thoroughly examined and inspected by the City of Tulsa Police Department in accordance with the rules and regulations prescribed by Title 29, Tulsa Revised Ordinances, Section 700 et seq.

Every vehicle operating under the terms of the Agreement and the provisions of TRO Title 29 Chapter 7, Section 700 thru 707 shall be periodically inspected by the Police Department at such intervals as shall be established by the Chief of Police to ensure the maintenance of safe operating conditions. Upon such inspection, if it be found that the vehicle operating under the provisions of TRO Title 29 Chapter 7, Section 700 thru 707 does not meet the requirements established herein, the Chief of Police shall cause the vehicle to be removed from service until such time as the vehicle has been made to comply with the requirements of TRO Title 29 Chapter 7, Section 700 thru 707.

When any vehicle has been involved in a reportable accident and is taken out of service, such vehicle shall not be put back into service until it is repaired. It is the primary responsibility of the Seller to make necessary repairs before the vehicle is returned to service.

OPERATING RULES AND REGULATIONS

- A. Seller shall provide immediate service, twenty-four (24) hours per day, each and every day of the week.
- B. Every call for a wrecker shall be answered promptly. In the event a wrecker driver will be delayed more than twenty (20) minutes from the time of dispatch to arrival at the scene, the driver shall notify his dispatcher who, in turn, shall contact the police dispatcher for further instruction or directions.

Response Time is defined as the total elapsed time from Seller's dispatcher receiving the call from the Official until a wrecker is at the scene shall not exceed twenty (20) minutes. In the event the Seller does not respond in a timely fashion, the Official may, at its discretion, call another wrecker service of its choosing.

- C. Seller shall have available for immediate service, one dispatcher and at least five (5) wreckers with driver's available between the hours of 7:00 p.m. and 7:00 a.m. daily, and one (1) dispatcher and five (5) wreckers with drivers on duty between the hours of 7:00 a.m. and 7:00 p.m. daily. Each shift must have one truck with the ability to tow any truck over $\frac{3}{4}$ ton. If the Seller is awarded an Agreement to service the entire city, Seller must have a minimum of 12 small wrecker service trucks and 2 large wrecker service trucks exclusively available to service the Agreement on each shift.
- On a separate sheet, Bidder must list all of the equipment to be used in servicing this wrecker service Agreement. List each vehicle by make, model, vin number, type and capacity. If Bidder will provide specialized equipment, other than what is listed herein, to assist in providing these services, also list that equipment with your bid.
 - If Bidder(s) does not currently have adequate equipment, additional documentation explaining how Bidder proposes to meet these requirements may be attached to the bid. The attachment shall include the detailed list of equipment, time period to acquire or lease, bank letters providing proof of sufficient funds, and any other supporting documentation for the City to adequately evaluate the equipment and commitment being proposed. The City reserves the right to reject any timeline or equipment that does not meet the City's needs. Failure to comply with this paragraph in its entirety may be cause for rejection of your bid.
- D. The Seller shall not accept a call from the Official unless a wrecker and driver are immediately available for dispatch at the time such call is received.



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- E. Each wrecker driver dispatched to the scene of an accident shall be responsible for clearing from the street all parts, plastic, metal, glass, etc. debris including non-hazardous materials existing as a result of the accident. The Seller shall properly dispose of all used absorbent products.
- F. The steering wheel of all towed vehicles shall be secured with a tie-down before towing.
- G. An inventory of all visible personal possessions or equipment in each towed vehicle shall be prepared by the wrecker driver before the vehicle is removed, and such inventory shall be verified by the signature of the Official at the scene. Any erasures on such inventory shall be initialed by both the wrecker driver and the Official. Explain in your bid any other procedures you will use to provide accountability for such personal items (e.g. – taking pictures or video at the scene).

DISPATCHING PROCEDURE

- A. In the event the wrecker service called is unable to provide immediate service, the police dispatcher shall be advised of the reason therefor and the nearest wrecker service shall be called.
- B. No wrecker service shall proceed to the scene of an accident until and unless it has been directed to do so by the police dispatcher or owner of the vehicle.
- C. When the Seller receives a call from the police dispatcher, he shall indicate whether or not a wrecker and driver are immediately available for dispatch. If such wrecker or driver is not immediately available, the Seller shall so notify the police dispatcher at the time of receiving the request.
- D. If Seller discovers that he is not properly equipped or capable of performing the service required at the scene, he shall immediately notify the police dispatcher for additional instructions or directions.

WRITTEN REPORTS

The Seller shall keep records which include a log of each Police call received, the police division, the time such call was received, the time the wrecker reached the scene and the time the wrecker returned. Such records shall be kept on a daily basis and shall be open to inspection by the Police Department or the Mayor upon request.

These required reports shall be made within five (5) working days of the event and shall contain all information pertinent to the event.

A written report shall be made to the Chief of Police with a copy of said correspondence to the Information Services Division Captain:

- 1. Upon refusal to accept a call because of equipment failure or the lack of an available driver;
- 2. When there has been an unusual delay in arriving at the scene of a police call;
- 3. When there has been damage or alleged damage to the towed vehicle or equipment caused by the wrecker or driver; **or**
- 4. When there has been loss or alleged loss of personal property or equipment from the towed vehicle or equipment during the time it was in possession of the wrecker company or its employees.

RECORDS:

The Seller will be required to provide the Police Department with the following information:

- 1. Vehicles and equipment towed daily by division
- 2. Citizen requested tows (Police relayed tows) initiated by the Officer
- 3. Vehicles released daily
- 4. Vehicles held ten days
- 5. Vehicles held thirty days

All records to be in the Police Department, Information Services Division, not later than 09:00 the following day (i.e., Sunday, October 18, 2020 – by Monday 09:00 October 19, 2020.)

Forms for this information will be supplied by the City of Tulsa.



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DRIVER LICENSES

No person shall drive or be permitted to drive, upon the streets of the City, a wrecker car or truck regulated by TRO Title 29 Chapter 7, Section 700 thru 707 unless the person shall have and carry a current license as required and issued by the Oklahoma Department of Public Safety.

- **Bidder must attach to IFB response a list of all drivers and a photostatic copy of each driver's license.** The drivers list must include driver's name as shown on Class A license, any alias, points assessed on license, full time or part-time; work schedule (days and hours). In addition,

Seller shall provide a list of all wrecker drivers and any felony or misdemeanor convictions they have accrued in the past five (5) years to the Chief of Police. The Chief of Police will have the authority to approve or disapprove the assignment of Seller's employees to perform work related to this Bid.

Seller must submit an updated driver's list within five (5) working days of the end of each month to Chief of Police and Project Buyer.

MEETINGS AND ACCESS TO RECORDS

The Chief of Police or designee and/or City Purchasing Agent shall have the authority to call meetings with the Seller for the discussion and resolution of problems and for the discussion of other mutual concerns.

The City has a right to ask for any and all records pertaining to this Agreement. See Form #2 Purchase Agreement Right to Audit section.

OFFICE:

The Seller shall provide all clerical central office facilities including adequate staff necessary to receive calls, dispatch wreckers and release vehicles or equipment, on a 24-hour basis, all impounded or towed-in vehicles, and shall render at any time a correct accounting for all vehicles received and released. The staff to meet this provision must be onsite at all times. Staff on-call is not acceptable.

Location of office facilities must be within the City limits of Tulsa.

STORAGE:

All storage facilities (both inside and outside) must be within Tulsa City limits. Bidders shall provide the location(s) of all storage facilities that will be used to provide services bid.

Indoor Storage-

Vehicles whose condition makes them susceptible to weather damage shall be stored under a roof to protect them from weather damage. Seller shall have sufficient storage to accommodate vehicles that need indoor storage per Oklahoma State Statue Title 47.

Outdoor Storage-

The Sellers(s) shall provide a storage facility sufficient to accommodate the secure storage of vehicles, all motorcycles, motorbikes and other small vehicles. Minimum storage capacity requirement:

OUTDOOR STORAGE	
Coverage Area	Quantity
Single Seller covering the entire City	1300
Or by Division:	
Gilcrease Division	450
Riverside Division	350
Mingo Valley	300
Special Investigations (SID)	200

Total storage capacity may be achieved through a primary and secondary lot. Any secondary lot must have a



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night watchman at that secondary lot and have personnel available to return vehicles from this lot to the central storage building promptly and at no extra cost, or to take the owner to a remote lot. The Seller is solely responsible for the security of the vehicle and its contents Seller must exercise due diligence to secure the facility and valuables.

If Bidder(s) does not currently have adequate storage facilities, additional documentation explaining how Bidder proposes to meet these requirements may be attached to the bid. The attachment shall include location(s), time period to acquire or lease, bank letters providing proof of sufficient funds, and any other supporting documentation for the City to adequately evaluate the facilities and commitment being proposed. The City reserves the right to reject any timeline or facility that does not meet the City's needs

Indoor-Crime Scene Storage-

The building shall be of sufficient size and layout to allow for Crime Scene Storage. Segregated indoor storage approximate minimum space requirements:

SECURE INDOOR STORAGE	
Coverage Area	Quantity
Single Seller covering the entire City	225
Or by Division:	
Gilcrease Division	50
Riverside Division	30
Mingo Valley	30
Detective Division	70
Special Investigations (SID)	45

Secure Storage with locking and limited access for vehicles impounded for evidence or confiscation. In this segregated area, access must be limited to necessary personnel and police officers. Any of these vehicles may require a search, inspection, or vehicle identification number confirmation while at Seller's location and as such shall be stored for convenient access. Seller will provide access to Police Officers making such search or VIN confirmation.

Specifications for Secure Storage Processing for Crime Scene Processing of Vehicles:

1. Secure for evidentiary purposes,
2. Eight (8) bays
3. One (1) lift which may be a true lift or a lift jack
4. Climate controlled for all seasons so that temperature does not get below 50 degrees or above 78 degrees
5. Capable of complete darkness
6. Clean-floors free from dirt and debris from leaking vehicles, no leaks to building that will allow precipitation, excess dust or animals into building
7. Accessible 24 hours
8. Secure storage for processing equipment
9. Well-lit
10. Well ventilated
11. Electrical connections
12. Doors big enough for wrecker access
13. Secure storage must have a monitored alarm, and digital or video surveillance meeting approval of the Chief of Police of his designee.

Any additional storage space required as a result of Seller's business outside this agreement shall not infringe on the City's minimum requirements previously outlined.



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SALE OF VEHICLES FOR STORAGE FEES

The sale of the vehicles for storage fees shall be performed in accordance with applicable Oklahoma Statutes. The Seller must furnish the Police Department a list of all vehicles he intends to sell for storage ten (10) days prior to the sale.

The Chief of Police or designee may at his discretion, prevent the sale of any vehicle.

- The format of this report will be agreed upon by the City and Seller.

Estimated number of vehicles sold:

ESTIMATED NUMBER OF VEHICLES SOLD	
By Division	Quantity
Gilcrease Division	130
Riverside Division	60
Mingo Valley	90

SPECIAL CONDITIONS:

The Police Department reserves the right to have any vehicle moved to a location (to be designated by the Police Department) permitting the Police Department to establish complete physical control and access to the vehicle. The cost of tow-in services is to be paid by the owner. The Seller shall not charge the City or the vehicle owner for the moving vehicles to and from the auto theft garage.

The Seller shall provide towing, storage, and services, at no cost to the City, for vehicles towed by the City for purposes of evidence, forfeiture, confiscation or similar purposes, including moving vehicles from the Seller's storage area to one provided by the City; and towing of vehicles to and from the City surplus yard, tire changes, jump starts, for all City of Tulsa departments.

Vehicles and equipment which are the subject of a forfeiture action filed in State or Federal District Court shall be released free of liens and at no cost to the city. The Seller will provide wrecker/ tow-in services of federally forfeited vehicles or equipment to an auction or holding facility selected by the U. S. Marshalls service. The originating wrecker/tow service provider shall be compensated for tow fee only of auction item to another facility. The fee will be negotiated with the U.S. Marshall's service. The federally seized vehicles and equipment will be started and moved once a month. The vehicles will be washed prior to towing to auction facility selected by the U. S. Marshall's Service.

In the event a vehicle towed for confiscation is released by the Police Department or the District Attorney's Office, the Seller may charge the owner a towing fee and storage fee from the date of release. If the Seller does not have the capability to auction forfeited vehicles, they will be asked to tow them to an auction facility. (This happens approximately 30 times per year, Approximately 10 per Division.

APPLICATION OF CHARGES;

All requests to tow received from an officer of the Tulsa Police Department will be at no charge to the City of Tulsa from the scene of the accident or hook-up point to the final disconnect location.

Charges to owner will be in accordance with Title 47, Section 953.1 of the Oklahoma State Statute.

CITY LIABILITY:

Nothing in these specifications or any future agreement will result in the City of Tulsa being responsible to pay any fees.

All fees are to be collected from vehicle owner, his agent or representative.

The Seller shall hold the City harmless for: damages to towed vehicles, theft of towed vehicles, and items missing from towed vehicles from the time that the Seller takes control of the vehicle.

The Seller agrees to save and hold the City of Tulsa harmless of and from any and all liability including cost of defense and attorney fees which may arise from the Seller's negligence or from any damage occurring to towed vehicles while the vehicles are in the Seller's possession of control regardless of Seller's negligence.



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In the event the City determines that the payment of any fee provided hereunder shall constitute a hardship or that such fee was wrongfully or erroneously collected or charged, the Seller shall, at the request of the Chief of Police or designee, waive or reduce towing and/or storage fees when it has been proved to the satisfaction of the Chief of Police or designee that a vehicle was towed in error or erroneously stored for an improper amount of time.

Vehicles which are the subject of a State filed forfeiture action in District Court shall be released free of liens and at no cost to the City.

In 2014, there were seventy-four (74) hardships, twenty-eight (28) were for reduced fees.

Abatement of Inoperable/Nuisance Vehicles / Equipment

The Seller shall provide towing and storage services for nuisance abatement of inoperable vehicles, trailers, motors, boats, etc. from private property and nuisance vehicles under the booting/towing program for Neighborhood Investigations as a designee of the Tulsa Police Department. The cost of said towing/storage is the sole responsibility of the vehicle owner and the City of Tulsa is exempt from payment for these services. The estimated number of vehicles towed/stored under this service is 15 per month and 180 per year. The disposition of towed inoperable/nuisance vehicles shall conform to Tulsa Revised Ordinances (TRO) Title 24 section 305 ("TRO Title 29 Chapter 7, Section 700 thru 707") and applicable Oklahoma State Statutes.

SELECTION OF NEW SELLER AS A RESULT OF A VOLUNTARY OR INVOLUNTARY TERMINATION:

If an Agreement is terminated, the City, at its option, would pursue a new Agreement using one of the following approaches deemed to be in the best interest of the City:

1. Initiate an Agreement upon mutual consent with the second low bidder for that Division
2. Solicit bids from the wrecker community

Interim solution: While a solution is being investigated, the City retains the right to obtain interim services as described herein in the best interest of the City with preference given to the existing Sellers.

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**EXHIBIT A
BID FORM INCLUDING DELIVERY AND PRICING**

1. Delivery. If your Bid is accepted and an Agreement is executed, **state the number of days** you need to deliver the Goods and/or to begin providing Services:

_____ (days)

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your agreement or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

2. Pricing

In accordance with all Terms, Conditions, Specifications and Requirements included herein, Bidder agrees to pay City the price indicated for one or more of the options listed below, on an annual basis, at the beginning of each Agreement term.

Section 1 – Services without utilizing CNG vehicles:

Option	Coverage Area	Price Bid
A	Citywide	\$ _____ / PER YEAR
B	Gilcrease Division Only	\$ _____ / PER YEAR
C	Riverside Division Only	\$ _____ / PER YEAR
D	Mingo Valley Division Only	\$ _____ / PER YEAR

Note: Bidder further agrees to deliver a cashier's check (payable to the City of Tulsa) to Project Buyer **within ten (10) days** of receiving written notice that Bidder is being recommended for award of bid.

If Seller is asked to renew agreement, Seller will include a cashier's check (payable to City of Tulsa) for the amount bid and return to Project Buyer with signed renewal documents.

Section 2 – Services utilizing CNG vehicles.

(Bidders are NOT required to submit a response to this section in order to be considered responsive.)

Option	Coverage Area	Price Bid
A	Citywide	\$ _____ / PER YEAR
B	Gilcrease Division Only	\$ _____ / PER YEAR



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Option	Coverage Area	Price Bid
C	Riverside Division Only	\$ _____ / PER YEAR
D	Mingo Valley Division Only	\$ _____ / PER YEAR
E	Please explain how you propose to assist the City with the goal of utilizing CNG vehicles on this contract.	Response:

Note: Bidder further agrees to deliver a cashier's check (payable to the City of Tulsa) to Project Buyer **within ten (10) days** of receiving written notice that Bidder is being recommended for award of bid.
If Seller is asked to renew agreement, Seller will include a cashier's check (payable to City of Tulsa) for the amount bid and return to Project Buyer with signed renewal documents.

Bidder's Company Name _____

Authorized Signature Here ► _____

Printed Name: _____

RETURN THIS ENTIRE BID PACKET

Title 29 TRO Sections 700 through 707 - WRECKER SERVICES

Section 700. - Contract required.

Except as herein provided, no person shall dispatch or permit to be dispatched any wrecker he owns or controls at the request of any agent or employee of the City of Tulsa unless he has entered into a contract with the City to provide such service. No contract shall be required in cases in which the owner or operator of a vehicle not to be impounded specifically requests to have such vehicle towed by a wrecker service not having a contract with the City.

(Ord. No. 16701)

Section 701. - Specifications for bidding.

Specifications for bidding for contracts with the City of Tulsa shall include, but shall not be limited to, the following:

1. The requirement that bidders have a current Class "A" wrecker license issued by the Oklahoma Department of Public Safety;
2. The size, construction and location of facilities and requirements as to availability of attendants;
3. The kinds and amount of insurance coverage and the requirement that the City be carried as an additional insured on all policies;
4. The priorities for services to be accorded requests for services;
5. The types of records which must be furnished to the City and the times for furnishing such records;
6. The response time of the contractor from the time of receiving a request for service until a wrecker arrives at the scene;
7. The requirement that the City shall not be liable for payment of any fees for impounded vehicles;
8. The requirement that vehicles impounded at the request of the City shall be released at no cost to the vehicle owner when it is determined by the City that the vehicle was impounded through error; and
9. The requirement that the term for which each contract shall be one (1) year.

(Ord. No. 16701)

Section 702. - Equipment requirements.

- A. All contractors shall clearly mark their wreckers with the name of the wrecker service on each side of the vehicle in letters not less than two (2) inches in height and one-half ($\frac{1}{2}$) inch in width. The color of such lettering shall contrast with the body color of the vehicle so as to be easily legible.
- B. Every contractor shall maintain, in good operating condition and ready for use, equipment capable of rendering satisfactory wrecker service.
- C. Each vehicle to be used as a wrecker must be designed for such purpose and shall be maintained in excellent mechanical condition.
- D. Each vehicle to be used as a wrecker shall have at least one (1) amber rotating or flashing beacon with three hundred sixty-degree (360°) visibility. In addition, each vehicle shall have an emergency flasher system capable of emitting two (2) amber lights to the front and two (2) red lights to the rear of the vehicle which shall flash simultaneously. All lighting systems shall be visible from a minimum of five hundred (500) feet.
- E. Each vehicle to be used as a wrecker shall include the following equipment:
 1. Two (2) "scotch" blocks or similar devices capable of adding stability to the wrecker in preparing the disabled vehicle for towing;
 2. "Dollies" for the purpose of providing a method of towing a disabled vehicle which is otherwise incapable of being towed; or equipment capable of adequately and safely loading the disabled

Attachment A

vehicle; provided, however, that this requirement shall not apply to the loading or transporting of disabled vehicles of ten thousand (10,000) pounds or more gross weight;

3. At least one easily accessible fire extinguisher with an NFPA rating of ten (10) BC or higher;
 4. All truck warning devices required by 47 O.S.1991, § 12-407 to protect the scene of an accident during the daytime or at night;
 5. Two (2) chains adequate for pulling or towing;
 6. One (1) push-type broom;
 7. One (1) axe;
 8. One (1) shovel;
 9. One (1) set of tire chains;
 10. One (1) pry-bar or wrecker bar capable of prying open vehicle doors; and
 11. One (1) "sling," "stay-bar" or other device capable of protecting a disabled vehicle while being towed or transported.
- F. Each wrecker shall be equipped with a radio receiver and transmitter capable of communicating with the wrecker company dispatcher, and each wrecker company dispatcher shall have base station equipment capable of receiving and transmitting such communication.

(Ord. No. 16701)

Section 703. - Vehicle inspection and maintenance.

Prior to the use and operation of any vehicle under the provisions of this chapter, the vehicle shall be thoroughly examined and inspected by the Police Department in accordance with the rules and regulations prescribed by this chapter.

Every vehicle operating under the terms of the contract and the provisions of this chapter shall be periodically inspected by the Police Department at such intervals as shall be established by the Chief of Police to ensure the maintenance of safe operating conditions. Upon such inspection, if it be found that the vehicle operating under the provisions of this chapter does not meet the requirements established herein, the Chief of Police shall cause the vehicle to be removed from service until such time as the vehicle has been made to comply with the requirements of this chapter.

When any vehicle has been involved in a reportable accident and is taken out of service, such vehicle shall not be put back into service until it is repaired. It is the primary responsibility of the owner to make necessary repairs before the vehicle is returned to service.

(Ord. No. 16701)

Section 704. - Operating rules and regulations.

- A. Every contractor shall provide immediate service, twenty-four (24) hours per day, each and every day of the week.
- B. Every call for a wrecker shall be answered promptly. In the event a driver will be delayed more than twenty (20) minutes from the time of dispatch to arrival at the scene, the driver shall notify his dispatcher who, in turn, shall contact the police dispatcher for further instruction or directions.
- C. Every contractor shall have available for immediate service, at least one (1) wrecker driver on duty between the hours of 7:00 p.m. and 7:00 a.m. daily, and one (1) dispatcher and three (3) wrecker drivers on duty between the hours of 7:00 a.m. and 7:00 p.m. daily.
- D. Except as otherwise provided by terms of contract, every contractor shall have a minimum of four (4) wreckers and four (4) drivers. Each such wrecker shall meet all requirements of this chapter.
- E. The contractor shall not accept a call from the Police Department unless a wrecker and driver are immediately available for dispatch at the time such call is received.

Attachment A

- F. Each wrecker driver dispatched to the scene of an accident shall be responsible for clearing from the street all debris existing as a result of the accident.
- G. The steering wheel of all towed vehicles shall be secured with a tie-down before towing.
- H. An inventory of all visible personal possessions or equipment in each towed vehicle shall be prepared by the wrecker driver before the vehicle is removed, and such inventory shall be verified by the signature of the police officer at the scene. Any erasures on such inventory shall be initialed by both the wrecker driver and the police officer.
- I. No contractor shall maintain more than his originally authorized business location without prior approval by the City.

(Ord. No. 16701)

Section 705. - Dispatching procedure.

- A. In the event the wrecker service called is unable to provide immediate service, the police dispatcher shall be advised of the reason therefor and the nearest wrecker service shall be called.
- B. No wrecker service shall proceed to the scene of an accident until and unless it has been directed to do so by the police dispatcher or owner of the vehicle.
- C. When the contractor receives a call from the police dispatcher, he shall indicate whether or not a wrecker and driver are immediately available for dispatch. If such wrecker or driver is not immediately available, the contractor shall so notify the police dispatcher at the time of receiving the request.
- D. If a contractor discovers that he is not properly equipped or capable of performing the service required at the scene, he shall immediately notify the police dispatcher for additional instructions or directions.

(Ord. No. 16701)

Section 706. - Written reports.

The contractor shall keep records in which he shall log each police call received, the time such call was received, the time the wrecker reached the scene and the time the wrecker returned. Such records shall be kept on a daily basis and shall be open to inspection by the Police Department or the Mayor upon request. A written report shall be made to the Chief of Police:

1. Upon refusal to accept a call because of equipment failure or the lack of available driver;
2. When there has been an unusual delay in arriving at the scene of a police call;
3. When there has been damage or alleged damage to the towed vehicle caused by the wrecker or driver; or
4. When there has been loss or alleged loss of personal property or equipment from the towed vehicle during the time it was in possession of the wrecker company or its employees.

These reports shall be made within five (5) working days of the event and shall contain all information pertinent to the event.

(Ord. No. 16701)

Section 707. - Driver's license.

No person shall drive or be permitted to drive, upon the streets of the City, a wrecker car or truck regulated by this chapter unless the person shall have a current, valid driver's license issued by the state of Oklahoma.

(Ord. No. 16701)

OKLAHOMA

Department of Public Safety



WRECKER & TOWING

Services Manual

August 2019

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SUBCHAPTER 1 GENERAL PROVISIONS

[595:25-1-1](#) Purpose

[595:25-1-2](#) Definitions

[595:25-1-3](#) General Policies

595:25-1-1 Purpose

The purpose of the Wrecker and Towing Services rules is to establish procedures for the licensing, supervision, administration and control of wrecker vehicles and wrecking and towing services.

595:25-1-2 Definitions

Any reference to “this Act” means [47 O.S. § 72-951](#) et. seq. unless otherwise specified. The following words and terms, when used in this Chapter, shall have the following meaning, unless the context clearly indicates otherwise:

“**Call**” means each request for service of an operator resulting in an operator being able to receive compensation for these services.

“**Commissioners Designee**” The authorized individual such as a director or administrative officer of the division.

“**Class AA Wrecker Operator**” or “**AA Truck Wrecker Operator**” means any wrecker operator who also meets all the requirements of [47 O.S. § 72-952](#) (D) for towing for law enforcement agencies. Class AA may also be used for private property towing and consent towing. Class AA must have the ability to tow, recover and haul.

“**Class AA Wrecker Support Vehicle**” or “**Support Vehicle**” means a general class wrecker capable of assisting and supporting the towing and recovery at the scene of an incident.

“**Commission**” means the Oklahoma Corporation Commission.

“**Commissioner**” means the Commissioner of Public Safety, as defined by [47 O.S. § 1-109](#) and as described in [47 O.S. § 2-102](#).

“**Department**” means the Department of Public Safety.

“**DPS Number**” means a permanent number assigned to a wrecker operator, by the Department which is personal and unique to the wrecker service.

“**GVWR**” means gross vehicle weight rating.

“**Inspection Officer**” Individual that has been trained and certified by the Department to inspect wrecker vehicles and wrecker facilities.

“**Junk Vehicle**” means a vehicle which is ten (10) years old or older and worth less than three hundred dollars (\$300.00) [[42 O.S. § 2-91A](#)].

“**Law Enforcement Tow**” means a tow of a vehicle made by an operator when a law enforcement officer compels a vehicle be towed or makes a request for a tow using a law enforcement rotation log and to which the rates and fees as prescribed by the Corporation Commission shall apply.

“**Nonconsensual Tow**” means the transportation of a vehicle without the consent or knowledge of the vehicle’s owner, possessor, agent, insurer, lien holder, or any other person in possession of or in charge of any vehicle and includes the transportation or towing of the vehicle under lawful circumstances or necessity for the public interest including removing from the roadway for public safety or public convenience, or accidents, by any law enforcement officer or property agent or removal from public or private property as a result of

abandonment or unauthorized parking by the property owner, agent, possessor, or other legal entity for the property owner. [[47 O.S. § 72-951](#) (10)]

“**Officer**” means any peace officer.

“**Operator**” means any person or legal entity owning or operating a licensed wrecker vehicle or a licensed wrecker or towing service and any employee thereof.

“**Owner Request Tow**” means a tow of vehicle made by an operator at the request of the owner, or authorized agent of the owner and which is not compelled or required by a law enforcement officer.

“**Place of Business**” or “**Business Location**” means a permanent structure, not mounted on wheels, occupied by the wrecker operator at the physical address of the wrecker service, as shown on the wrecker license, with phone service and functioning utilities including but not limited to electricity and water, where normal business is transacted and all wrecker records are maintained. Effective January 1, 2005, the place of business shall be located in Oklahoma.

“**Private Property Tow**” means a tow of a vehicle which is made from private property by an operator at the request of the owner, legal possessor, or authorized agent in control of the real property, which shall be towed under the provisions of [47 O.S. § 72-954A](#) and to which the rates and fees as prescribed by the Corporation Commission shall apply.

“**Rotation Log**” means a list for each Highway Patrol Troop of the Department of current Class AA wrecker operators whose places of business are within the geographical boundaries of the Troop and who have requested and been approved by the Department to be on the list. This list governs the alternation among approved Class AA wrecker operators meeting the qualification of various categories of Class AA wrecker services except Class AA-TL wrecker vehicles.

“**Tow/Towing**” *means the use of a wrecker vehicle to lift, pull, move, haul or otherwise transport any other vehicle by means of: (a) attaching the vehicle to and pulling the vehicle with the wrecker vehicle, or (b) loading the vehicle onto and transporting the vehicle upon the wrecker vehicle*. [[47 O.S. § 72-951](#) (3)]

“**Traffic Tie-up**” means any situation in which any officer deems it necessary to control the orderly flow of traffic.

“**Truck Wreckers**” means every motor vehicle properly designed and equipped according to Department of Public Safety specifications with wrecker body and winch or lifting apparatus suitably designed to safely move, pull or tow wrecked, damaged or disabled trucks, truck-tractors, road tractors, trailers, semi-trailers, buses and/or other vehicles and conveyances that use the highways of the State of Oklahoma. The designation as a truck wrecker shall be used for Class AA-TL wrecker vehicles only.

“**Truck Wrecker Rotation Log**” means a list for each Highway Patrol Troop of the Department of current Class AA wrecker operators, meeting the qualifications of Class AA truck wrecker services, whose places of business are within the geographical boundaries of the Troop and who have requested and been approved by the Department to be on the list. This list governs the alternation among approved Class AA-TL truck wrecker operators only.

“**Wrecker Dolly**” means a wheeled device which is used to support one end of a motor vehicle for towing.

“**Wrecker License**” means the wrecker license as provided by [47 O.S. § 72-951](#), et. seq.

“**Wrecker Operator**” means any operator who is licensed under this Chapter and the laws of this state and who meets all requirements of the rules of this Chapter, pertaining to wrecker vehicles as defined in this Chapter.

“**Wrecker or Towing Service**”, or “**Wrecker Service**” or “**Towing Service**” *means engaging in the business of or performing the act of towing or offering to tow any vehicle, except: (a) where the operator owns*

the towed vehicle and displays on both sides of the wrecker vehicle in plainly visible letters not less than two (2) inches in height the words "NOT FOR HIRE", (b) where the service is performed by a transporter as defined in [47 O.S. § 1-181] of this title, (c) where service is performed in conjunction with the transportation of household goods and property, (d) where the wrecker vehicle is owned or operated by the United States government, the State of Oklahoma, or any department or political subdivision thereof, or (e) where the service is performed by an out-of-state wrecker service at the request of the vehicle owner or operator, [the vehicle is not involved in a collision,] and the vehicle is being towed: (1) in either direction across the border between Oklahoma and a neighboring state, or (2) through Oklahoma in transit to another state; provided, the out-of-state wrecker service shall comply with all other requirements regarding interstate commerce as set forth in law. [47 O.S. § 72-951 (6)]

“Wrecker” or “Wrecker Vehicle”, as defined by [47 O.S. § 72-951](#) et. seq., means any vehicle, other than a transport as defined in [47 O.S. § 1-181](#), equipped with a winch, cable or other device designed to lift, pull or move a disabled vehicle incapable of self-propulsion. (Does not include a vehicle with a push bumper only.)

(A) Class AA – Any wrecker vehicle not less than nine thousand pounds (9,000 lbs.) GVWR and meeting minimum requirements as established for Class AA Wreckers in this Chapter.

(B) Class AA-TM -- Any wrecker vehicle not less than twenty-four thousand pounds (24,000 lbs.) GVWR and meeting minimum requirements as established for Class AA-TM Wreckers in this Chapter.

(C) Class AA-TL -- Any wrecker vehicle not less than forty-four thousand pounds (44,000 lbs.) GVWR and meeting minimum requirements as established for Class AA-TL Wreckers in this Chapter.

(D) Class General -- All other wrecker vehicles as defined by [47 O.S. § 72-951](#) et. seq., provided a Class General wrecker shall also be considered a wrecker support vehicle for the purposes of [47 O.S. § 12-218.1](#).

595:25-1-3 General Policies

(a) All operators of wrecker or towing services shall conduct operations in accordance with all applicable laws of the State of Oklahoma and all applicable rules of the Department of Public Safety and rules and orders of the Corporation Commission.

(b) Each operator shall be knowledgeable of the laws of this state, as found in [47 O.S. § 72-951](#) et. seq., and the rules of this Chapter and the rules and orders of the Corporation Commission relating to wrecker and towing services and wrecker vehicles. Each operator shall maintain at least one (1) copy of said laws and rules on the premises of the place of business at the address specified on the license and shall require every employee to be knowledgeable of the laws and rules.

(c) All rules in this Chapter are subject to the Administrative Procedures Act [75 O.S. § 8-309](#), et. seq., and to [47 O.S. § 72-951](#) et. seq., which shall be incorporated herein by reference, as applicable to the Department and all parties governed by this Chapter.

(d) The Department shall be charged with the duty of enforcing the provisions of [47 O.S. § 72-951](#) et seq. except for rates and fees charged by wrecker services, which shall be under the authority of the Corporation Commission. It's the duly appointed officers of the Department shall have authority to make arrests for violation of law and the provisions of the rules of this Chapter.

(e) Any Oklahoma statute now existent or duly enacted in the future shall supersede any conflicting provision of the rules of this Chapter to the extent of such conflict, but shall not affect the remaining provisions herein.

(f) Any violation of the rules of this Chapter may result in license suspension, revocation and/or penalty provisions in accordance with [47 O.S. § 72-951](#), et. seq.

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(g) Every operator shall cooperate with the Department should it become necessary to review, audit, examine, or investigate any records relating to the operation of the wrecker service. Any operator who fails to cooperate with any review, audit, investigation shall be subject to suspension, revocation or cancellation of his or her wrecker license in accordance with [47 O.S. § 72-951](#), et. seq.

(h) All wrecker operators must be able to communicate and understand the information related to the tow of a vehicle.

SUBCHAPTER 3 WRECKER LICENSE

[595:25-3-1](#) General Requirements

[595:25-3-2](#) Applications

[595:25-3-3](#) Renewal

[595:25-3-4](#) Trade Name

595:25-3-1 General Requirements

The following are the requirements for obtaining an original or renewal of a wrecker license:

- (1) **License Required.** No operator as defined by law, regardless of storage location, shall operate a wrecker vehicle upon any public street, road or highway of this state for the offering to tow vehicles or the actual towing of vehicles without first obtaining from the Department a license as provided in this Chapter. Any wrecker vehicle being operated on any public street, road, highway or turnpike in violation of Oklahoma law or these rules may be removed from service by Oklahoma law enforcement officers.
- (2) **Display and Use.** An operator's wrecker service license shall be personal to the holder thereof and a wrecker vehicle license shall be unique to the vehicle. Each license shall be issued only to a person, a corporation or some definite legal entity. The licenses are non-transferable and any change in ownership, whether of a wrecker service or wrecker vehicle, shall cancel the applicable license. The wrecker service license shall be conspicuously displayed at the primary place of business. The license shall be valid only at the place of business as shown on the license. Additional or satellite places of business shall not be permitted or approved on the same license but shall require a separate application and license.
- (3) **Reason for Application.** No showing of public convenience or necessity need to be made in support of an application for a wrecker or towing license.
- (4) **Issuance.** No license for operation of a wrecker or towing service shall be issued until:
 - (A) The wrecker operator has a minimum of one towing/wrecker vehicle,
 - (B) Certificates of insurance as prescribed by the Department are on file with the Department,
 - (C) Each wrecker vehicle has been inspected by an officer of the Department to verify that equipment requirements of this Chapter have been met, and
 - (D) Each wrecker operator and driver of a wrecker/towing vehicle has successfully completed a minimum of 16 hours of Department approved course of training or have a minimum of 2 years of experience on the following:
 - (i) Traffic incident management
 - (ii) Wrecker vehicle recovery controls
 - (iii) Connecting or loading vehicle onto wrecker
 - (iv) Tie down and secure vehicle to wrecker
 - (v) Wrecker operation safety
 - (vi) Annually complete 4 hours of continuing education approved by the department
- (5) **Carry License.** A copy of the wrecker vehicle license issued by the Department shall be carried at all times in the wrecker vehicle for which the license was issued.
- (6) **Return License to Department.** Any wrecker operator that disposes of or deletes any wrecker vehicle from operation shall return the license and window decal issued for that particular vehicle to the Department of Public Safety. When an unlicensed wrecker vehicle is observed with decals identifying it as a licensed wrecker vehicle, law enforcement personnel may remove the decals and seize the cab card license and return both to the Department. Any operator that cancels its last remaining wrecker vehicle

from operation will have thirty (30) days to have another wrecker vehicle inspected, approved, and licensed or the wrecker license issued to that operator will be cancelled.

(7) **Additional Wreckers.** Any wrecker operator that adds a wrecker vehicle shall:

- (A) Register the wrecker vehicle with the Oklahoma Tax Commission in the name of the operator or the name of the wrecker service, and properly display a current license plate. A leased wrecker vehicle shall show the owner information and the name of the lessee on the vehicle registration.
- (B) Notify the Department of the make, model, GVWR, and serial number of the vehicle.
- (C) Send notification to the Department from the insurance carrier of the wrecker operator that the vehicle has been added to present insurance coverage.
- (D) Have the vehicle inspected and approved by an employee of the Department.
- (E) A wrecker license plate, or a proportional license plate, must be purchased and affixed to the wrecker vehicle after the vehicle has been inspected and approved and before the vehicle can be used by the operator to tow vehicles.

(8) **License Number and Business Name.**

- (A) The DPS number issued to the operator by the Department for the operation of a wrecker or towing service, along with the name of the wrecker service, shall be clearly visible at all times and shall be conspicuously displayed and vertically centered on each side of every tow vehicle used by the operator in the wrecker or towing service. All wrecker services will display AA or G designation at the end of the DPS number. Example: DPS 12345W AA or DPS 12345W G.
- (B) On wrecker vehicles in use the DPS number and business name shall be at least three inches (3") in height. The font shall not be a font which is highly decorative or difficult to read. The lettering shall be in a color that will contrast with the color of the tow vehicle in order to be readily noticed and legible.
- (C) The signage required by this paragraph shall be permanent in nature and shall not contain any misleading or false information. The wrecker vehicle shall not have more than one wrecker service name on the vehicle.
- (D) Magnetic signs are not approved; provided, if requested of and approved by the Commissioner's designee, a magnetic sign may be used for a period of thirty (30) days in an emergency situation.

(9) **Service of Notice.** Any notice required by law or by the rules of the Department served upon any holder of a wrecker or towing license shall be served personally or mailed to the last known address of such person as reflected by the records on file with the Department. It is the duty of every holder of a certificate or license to notify the Department of Public Safety, Wrecker Services Division, in writing as to any change in the address of such person or of the place of business.

(10) **License Prohibited.**

- (A) No person under eighteen (18) years of age shall be licensed or employed as a wrecker operator.
- (B) No person shall be licensed as a wrecker/towing service operator or employee who has been convicted of:
 - (i) a felony, larceny, theft or untruthfulness; or
 - (ii) any provision of [21 O.S. § 39-1029](#) while providing wrecker services; or
- (C) No person shall be licensed as a wrecker/towing service or employed by a wrecker/towing service until five (5) years after completion of the sentence for the conviction, including probation or supervised release. In cases of deferred judgement and sentence, the prohibition shall extend to five (5) years after the end of the deferred judgement and sentence.

(D) Any person who is required to register as a sex offender, as required by [57 O.S. § 8B-582](#), shall be prohibited from owning or working for a wrecker service for a period of time the person is or is required to be registered.

(11) **One Class AA License per Place of Business.** Wrecker operators shall be issued no more than one Class AA wrecker license for any one place of business.

(12) **One Class AA Wrecker Service on Oklahoma Highway Patrol's Rotation Log in Same Rotation Area.** An operator shall be permitted to rotate no more than one Class AA wrecker service in the same Highway Patrol rotation area on the Highway Patrol's rotation log. For purposes of this paragraph, "Class AA wrecker service" shall include those services with a Class AA-TL wrecker vehicle.

(13) **Business Telephone Number.** Each wrecker service shall have a telephone number published that is accessible to the public twenty-four hours a day. The operator shall provide in writing to the Department notice of any permanent business telephone number change prior to the new telephone number being placed in service.

(14) **Business Sign.** Each AA Wrecker Service and each G Wrecker Service with storage shall have a business sign at the business location. The sign shall be at least 2 feet by 4 feet with letters at least 3 inches in height with contrasting background and shall display, at a minimum, the name of the wrecker service as shown on the license and a telephone number accessible to the public twenty-four (24) hours a day.

(15) **Wrecker Drivers.** Wrecker services shall notify the Wrecker Services Division within ten (10) days of hiring or termination of employment of any wrecker driver.

595:25-3-2 Applications

(a) Every applicant shall file with the Department a written application on a form prescribed by the Department and shall tender with the application a fee of One Hundred Dollars (\$100.00) by check or money order. The application shall be completed using the applicant's legal name, and also include every alias and nickname by which the applicant is or has been known. Every applicant shall submit with the application a current original Oklahoma State Bureau of Investigation (O.S.B.I.) criminal record check for each individual, partner or corporate officer as shown on the application. If any owner, partner or officer has not lived in Oklahoma for the immediately preceding five (5) years, he or she shall submit a criminal record check from the agency responsible for keeping criminal history in the state or states of residence for the immediately preceding five (5) years. Upon the return of any dishonored check the application shall be canceled.

(b) Upon receipt and approval of the application, the Department shall assign to the operator a permanent identification number for all matters relating to the approved wrecker and towing service. The Wrecker Services Inspector/Trooper will issue a contact report for the operator to present to the Oklahoma Tax Commission or a motor license agent for the purpose of being issued a wrecker license plate pursuant to [47 O.S. § 74-1134.3](#).

(c) The filing of an application for a license does not authorize wrecker or towing service operations by the applicant. Operation may commence only after all requirements have been met and proper authorization has been issued by the Department.

(d) The application shall be an affidavit containing the following information together with any additional information the Department may require.

- (1) The trade name (business name) of the wrecker service. If the business name is registered with the Oklahoma Secretary of State, such registered name shall be used. A copy of the Certificate of Limited Liability Company, a Certificate of Authority, a Certificate of Limited Partnership or a Certificate of Incorporation from the Secretary of State must be submitted with the application.

- (2) The name of the individual (owner/applicant) or, in the event of a legal entity such as a corporation, limited liability company, partnership or limited partnership, the names of any two of the following:
 - (A) President,
 - (B) Vice-President,
 - (C) Another officer, such as a Secretary or the name of the person responsible for the day to day operation of the legal entity. The legal entity shall notify DPS immediately in the event any officer or the person responsible should change.
 - (3) A statement substantially as follows: “Under oath, I affirm the information submitted in this application is true and I further affirm that I have read the rules of the Department of Public Safety and hereby agree in good faith to abide by the applicable laws and rules governing the wrecker and towing services for which this application is made.”
 - (4) Date of application.
 - (5) Signature of the individual applicant or of each company officer, as named on the application.
 - (6) For each driver, the name, date of birth and driver license number.
 - (7) *If an officer of the Department of Public Safety or a law enforcement officer of any political subdivision may have an interest, financial or otherwise, in or may be employed by a wrecker or towing service, the wrecker service shall affirm that its sole purpose and only business is to perform repossessions of vehicles which are subject to lien and are being repossessed by the lien holder of record [47 O.S. § 72-956 (C)]. If a determination is made that the wrecker service performs services other than repossessions, it shall be grounds for revocation of the wrecker license.*
- (e) If, within ninety (90) days of receipt of an application, the Department is unable to verify all information as required by these rules, the application shall be denied. Such applicant may reapply any time.
- (f) It is within the Department’s discretion to disallow the licensing of a wrecker operator should it appear, by a preponderance of the evidence, that the identity of the business is substantially the same as that of one that is currently under suspension by the Department.

595:25-3-3 Renewal

- (a) [47 O.S. § 72-953](#), provides that the wrecker license shall expire on the 31st day of December of each year. The renewal shall be truthfully and completely filled out.
- (b) The operator shall complete and submit a renewal application with a Fifty Dollar (\$50.00) renewal fee to the Department not later than December 31 of the same year.
- (c) Any Class AA wrecker service which fails to renew its wrecker license on or before December 31 shall be removed from the rotation log on the immediately following January 1.
- (d) Any wrecker service which fails to renew its wrecker license on or before December 31 shall be considered cancelled, revoked, or suspended. An application for an original or reinstatement license may be submitted, but not be effective until on or after February 1 with all procedures and fees to apply.

595:25-3-4 Trade Name

- (a) Each operator shall use a unique trade name, approved by the Department, which shall be printed and appear on the license and shall be clearly distinguishable from the trade name of any other operator. Provided, however, the Department shall approve any trade name which has been accepted and currently registered with Oklahoma’s Secretary of State.

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(b) Upon written request by the operator, the Department may change the trade name of a wrecker or towing service if there is no change in ownership. The identifying number shall be retained and no license fee shall be assessed.

(c) Any change in ownership due to sale, merger, dissolution, or any other reason, except as provided in subsection (d), shall reserve the wrecker service trade name for a period of sixty (60) days, during which time the successor or owner shall apply for a wrecker license using the same trade name or another trade name. However, the successor may not operate as a licensed wrecker service until the application has been accepted and approved by the Department.

(d) When the owner of a sole-proprietorship wrecker service dies, the wrecker license shall be considered cancelled by the Department effective upon the date of the death of the owner. Upon the death of the wrecker service owner, the wrecker service shall be immediately removed from Oklahoma Highway Patrol rotation. The heirs shall apply for a reinstatement of the wrecker service license using the same name and the same Department-assigned number; provided, the application shall be treated by the Department as a new application, and all procedures and fees shall apply.

SUBCHAPTER 5 ALL WRECKER OPERATORS

[595:25-5-1](#) Physical Requirements for Storage Facility

[595:25-5-2](#) Equipment Requirements for All Classes of Wrecker Vehicles

[595:25-5-3](#) Operation

[595:25-5-4](#) Insurance

[595:25-5-5](#) Records

[595:25-5-6](#) Schedule of Fees; Indoor Storage

[595:25-5-7](#) Tow Request and Authorization Forms

[595:25-5-8](#) Conflicts of Interest

595:25-5-1 Physical Requirements for Storage Facility

(a) General Requirements. All wrecker operators, who, in conjunction with or as part of a licensed wrecker operation, store, park or maintain possession of a towed vehicle, shall store such vehicle in a storage facility which shall meet the minimum physical requirements prescribed in this Section. No vehicle shall be stored in any facility or area which has not been inspected and approved by the Department except in case of exceptional circumstances such as natural disasters or at the direction of law enforcement officers at the scene of an incident.

- (1) An operator shall not store vehicles:
 - (A) At their home,
 - (B) In another operator's storage lot; or
 - (C) Any other location unknown to the Department.
- (2) The entrance to the storage facility shall be separate from any other business entity.
- (3) A vehicle accepted for storage may not be altered without consent of the vehicle owner or their authorized representative.
- (4) No stored vehicle may be used for personal or business use without the prior written consent of the vehicle's owner.

(b) Outdoor Storage Facilities.

- (1) Every primary outdoor storage facility:
 - (A) Shall be designed to be a minimum of 5000 square feet for small truck and minimum of 15000 square feet for large truck in size. A previously licensed proprietor, partnership or corporation business will be allowed to renew the DPS license for their location unless they are changing locations of business.
 - (B) Shall be surrounded completely by a fence. Construction material for fences shall be of wood, metal, chain link or masonry and be at least six feet (6') in height built solid, firmly and securely to provide the best protection for restricted access. Livestock paneling (welded wire) shall not be used unless the wire diameter is equal to or larger than 8 gauge (0.160 diameter) with horizontal panels no larger than 4" x 4". T-post construction shall not be approved. Outdoor storage facilities, effective July 1, 2014, shall meet new standards or if facilities previous of date, upon a failed inspection, if found the fence did not meet previous standards, new standards will be imposed.
 - (C) Shall have at least one (1) gate of the same quality of material and height of the fence and must be locked if not attended.
 - (D) The storage lot area:

- (i) Shall be maintained, including but not limited to removal of tall weeds, overgrown vegetation and debris;
- (ii) The lot surface shall be an all-weather surface such as concrete, asphalt, blacktop, gravel, or any materials equivalent;
- (iii) And cover the complete area of the storage lot that enables the safe and effective movement of stored vehicles upon all portions of the storage lot.

(2) If the construction requirements in paragraph (1) of this subsection are in violation of municipal zoning ordinances or other laws, regulations, or ordinances, the operator may file with the Department a petition for exemption and a proposed security plan in lieu of the requirements, which the Department may approve. The operator shall attach a copy of such zoning ordinance or other laws, regulations, or ordinances with the petition.

(c) Facility Location and Number.

- (1) A minimum of one (1) primary storage facility shall be located within a two (2) mile radius of the place of business address as reflected on the wrecker license and, effective January 1, 2005, shall be located within Oklahoma. Secondary storage facilities may be located outside the two (2) mile radius.
- (2) Each vehicle stored must be initially stored and held at the primary storage facility. After thirty (30) days from date of initial storage, vehicles may be moved to a secondary storage facility. The provisions of this paragraph shall not apply to junk vehicles.

(d) Alternate Primary Storage Facility. In lieu of or in addition to the primary storage facility described in this Section, a wrecker operator that tows a vehicle pursuant to a contract with a municipality or county may store such vehicle in a facility meeting the requirements set forth in such contract; provided, that:

- (1) A copy of the proposed contract is furnished to the Department, along with documentation that requirements specified in this Section will be or have been met.
- (2) Only vehicles towed at the request of the municipality shall be stored in such facilities unless such facility meets all the requirements of this Section.
- (3) The wrecker operator shall have assumed reasonable responsibility with respect to the owner of such towed vehicle for any damages or loss of contents occurring during such time as the towed vehicle is stored in the facility.
- (4) If the storage facility is not owned by the operator, the owner of such storage facility shall also assume joint responsibility for damages or loss of contents to the vehicle secured during such time as the vehicle is stored at such facility.
- (5) Such storage facility must meet or exceed the requirements of this Section.
- (6) If such storage facility is not operated by the operator, the operator shall have made arrangements with the owner of such storage facility to enable the owner of the vehicle to make full payment for towing and storage costs at the storage facility location and thereby obtain full release of the vehicle.
- (7) A wrecker operator may not store any vehicle in a facility which has not been inspected and approved by the Department.

(e) Indoor Storage Facility. An operator may also provide an indoor storage facility as either a primary or secondary storage facility. Due to a special situation such as, but not limited to, a pending fatal collision, asset forfeiture or criminal investigation, law enforcement may select without regard to rotation, an operator nearest to the incident with appropriate indoor storage. The facility must meet the requirements of the Oklahoma Highway Patrol and the operator must comply with any special instructions. An indoor storage facility shall be a permanent structure that meets the following minimum physical requirements:

- (1) A solid roof,
- (2) A solid hard-surface floor, and
- (3) Solid walls which fully enclose all sides, i.e. reach from corner to corner on each side and from the floor to the roof on all sides. The walls may be penetrated by windows and doors which must be fully operable so as to make the facility fully enclosed when the windows and doors are closed.
- (4) Must be a minimum of 500 square feet in size.

(f) Each Wrecker Service is a Separate Entity. Each wrecker service shall be licensed as a separate legal entity. Any wrecker service with storage shall maintain a primary storage facility that is physically separated from any other entity's storage facility as determined by the Department, so that the responsibility and accountability of the operator relating to compliance with these rules is maintained.

(g) Shared Storage Prohibited. Shared use of any outdoor or indoor storage facility by two (2) or more wrecker services is not permitted, except as may be determined by the Commissioner.

(h) Leased or rented building, office or storage. Wrecker operators intending to lease or rent any building, office or storage facilities shall file such plan of lease or rent with the Department for approval. Such plan shall be signed and approved by the owner of the property or representative of the owner and be of at least one year in duration and include specific terms therein delineating the responsibility of the operator relating to compliance with the rules of this Chapter and assurance that accountability is maintained.

(i) Accessibility. Any primary storage facility used to store vehicles at the request of law enforcement shall be accessible to the public by way of an all-weather road. This provision shall not apply to primary storage facilities which have been approved prior to July 14, 2003.

595:25-5-2 Equipment Requirements for All Classes of Wrecker Vehicles

(a) All Wrecker Vehicles. Each wrecker which is used by an operator in the performance of a wrecker or towing service shall be equipped with the following:

- (1) **Fire Extinguisher.** One (1) or more dry chemical, B.C. rating, fire extinguisher having a minimum of ten pounds (10 lbs.) total capacity, which shall be mounted and readily accessible.
- (2) **Flashing Light.** At least one (1) amber rotating or flashing light, mounted and centered above the cab of the vehicle, visible from 360 degrees or on a lightbar, and approved by an officer of the Department. The amber rotating light is for use only at the scene of an emergency or where a traffic hazard exists and there is the necessity to warn approaching vehicles, such as at a routine vehicle pickup [[47 O.S. § 12-218.1](#)]. In addition to the required amber rotating light, the wrecker may be equipped with a red or blue flashing light, or a combination of red and blue flashing lights, for use only at the scene of an emergency [[47 O.S. § 12-218.1](#)]; provided, on any wrecker vehicle approved after July 15, 2005, the red or blue light, or the combination of red and blue flashing lights, shall be on a separate switch from the amber light. Under no circumstances are any of the rotating or flashing red or blue lights intended for use when traveling on the streets or highways [[47 O.S. § 12-218.1](#)]. White rotating lights are not authorized under Oklahoma statutes.
- (3) **Chains.** Two (2) chains of sufficient grade to assist in securing the towed vehicle.
- (4) **Broom.** One (1) push-type broom, suitable for clearing debris from the road.
- (5) **Shovel.** One (1) shovel, suitable for clearing debris from the road.
- (6) **Tire Chains.** One (1) set of tire chains, mud and snow tires or other device to assist wrecker to maintain traction in mud, snow or ice.
- (7) **Warning Devices.** Warning devices, applicable to trucks as required in [47 O.S. § 12-407](#), capable of protecting the scene of a collision by day or night.

- (8) **Lighting for Towed Vehicle.** Wreckers must be equipped to operate a towed vehicle's stop, turn and clearance lights (if applicable), or be equipped with a light bar or other lighting equipment to provide the highway lighting requirements for vehicles. When used, the light bar or tow lights shall be affixed securely to the towed vehicle to assure a minimum of movement while traveling on the highway and to prevent any damage to the towed vehicle.
 - (9) **Safety Chains or Straps.** Two (2) safety chains or wheel straps of sufficient capacity to keep the towed vehicle attached to the wrecker in the event of disengagement.
 - (10) **Additional Equipment.** Each operator of a roll back wrecker shall secure towed vehicles with four-point tie downs. Operator of other wrecker vehicle types shall secure towed vehicles in accordance with wrecker vehicle chassis recommendations.
 - (11) When a wrecker dolly is used as the lift or towing device, both the wrecker dolly and the wrecker shall first be approved and licensed as a unit by the Department. In addition to the requirements in (a) of this Section for all wreckers, a wrecker dolly towing vehicle shall also be equipped at a minimum with the following:
 - (A) A ball or pintle hook of sufficient size and capacity to safely control the wrecker dolly, securely fastened to the appropriate frame member of the wrecker.
 - (B) Two safety chains of sufficient capacity to keep the wrecker dolly attached to the wrecker in the event of hitch failure.
 - (12) **Safety Apparel.** A minimum of (1) one high-visibility safety apparel (vest, jacket or shirt), per wrecker vehicle, in compliance with 2009 MUTCD section 6D.03.
 - (13) **Safety Apparel while in right-of-way.** Each wrecker operator or driver shall wear high visibility safety apparel, in compliance with 2009 MUTCD section 6D.03, when working in any highway right-of-way.
- (b) Class AA Wrecker Vehicles.** Each Class AA wrecker vehicle, in addition to the equipment required by subsection (a), shall be equipped with the following:
- (1) **Scotch Blocks.** Two (2) scotch blocks, or similar devices, capable of adding stability to the wrecker during winching. Scotch blocks shall be constructed of steel plate with a chain or cable of sufficient grade and quality to attach to the frame or body of the wrecker. Hydraulic stabilizing equipment shall be approved. (NOTE: Roll-back wrecker vehicles are exempt from this requirement.)
 - (2) **Dollies.** Dollies for the purpose of providing a method of towing a disabled vehicle which is otherwise incapable of being towed safely on either axle. (NOTE: Roll-back wrecker vehicles are exempt from this requirement.)
 - (3) **Axe.** One (1) axe.
 - (4) **Pry-bar.** One (1) pry-bar or wrecking bar capable of prying open doors.
 - (5) **Sling and Stay-bar.** One (1) sling and stay-bar, wheel lift device, or other type of device capable of safely loading and protecting the disabled vehicle while being towed.
 - (6) **Dual Rear Wheels.** At least one (1) set of dual rear wheels for stability in towing another vehicle.
 - (7) **Winch.** A winch or winches permanently mounted at the rear of the vehicle with a minimum factory rated capacity of eight thousand pounds (8,000 lbs.) and equipped with a cable to be compatible with manufacturer's specifications and be of sufficient length based on the design of the wrecker vehicle.
 - (8) **Absorbent.** An adequate supply of an absorbent capable of absorbing liquid spills from vehicles (not including cargo spills); provided, the wrecker service or wrecker operator shall not be required to pick up or dispose of the used absorbent. The Department recommends keeping at least four (4) gallons of absorbent on each wrecker vehicle.

(9) **Hydraulic Jack.** One (1) hydraulic bottleneck jack or floor jack with a minimum two and a half ton rating.

(10) Basic equipment list:

1. First Aid kit
2. Trash bags (33 gal.min.) or 5 gallon buckets (2)
3. Flashlight
4. Wire/Cable cutter pliers (8")
5. Jumper cables or Jumper Box
6. Safety glasses (1 pair)
7. Traffic cones (3) MUTCD compliant
8. Adjustable pliers
9. Rubber gloves and or work gloves (PPE gear)

(c) **Class AA-TM Wrecker Vehicles.** Each Class AA-TM wrecker (medium truck wrecker), in addition to the equipment required by subsection (a), shall be equipped with the following:

(1) **Minimum Vehicle Requirements.**

(A) **Air Brakes.** Factory or certified installed full air brakes with a full tractor package (hand control, in line foot valve, air hoses and trailer emergency valve) capable of releasing the air brakes on a tractor-trailer and capable of operating the brakes of the towed vehicle with the same application as the towing vehicle.

(B) **Parking Brake.** Air-activated spring parking brake.

(C) **GVWR Compatibility.** Wrecker body and equipment shall be compatible with the chassis GVWR in size and shall be suitable by design to operate under emergency conditions.

(i) Vehicle body must be capable of safely anchoring scotch blocks.

(ii) Vehicle must be designed to adequately anchor snatch blocks.

(2) **Equipment Requirements.**

(A) **Winch.** A winch or winches permanently mounted at the rear of the vehicle with a minimum factory rated capacity of thirty thousand pounds (30,000 lbs.) and be equipped with a cable to be compatible with manufacturer's specifications and be of sufficient length based on the design of the wrecker vehicle.

(B) **Boom.** A boom or booms constructed so as to be compatible with winch rating.

(C) **Snatch Blocks.** A minimum of two (2) snatch blocks compatible with winch cable size and cable rating.

(D) **Sling and Stay-bar.** One (1) sling and stay-bar, wheel lift device, or other type of device capable of safely loading and protecting the disabled vehicle while being towed.

(d) **Class AA-TL Wrecker Vehicles.** Each Class AA-TL wrecker (large truck wrecker), in addition to the equipment required by subsection (a), shall be equipped with the following:

(1) **Minimum Vehicle Requirements.**

(A) **Air Brakes.** Factory-installed or certified installed full air brakes with a full tractor package (hand control, in-line foot valve, air hoses, and trailer emergency valve) capable of releasing the air brakes on a tractor-trailer and capable of operating the brakes of the towed vehicle with the same application as the wrecker.

(B) **Parking Brake.** Air-activated spring parking brake.

(C) **Axle and Suspension.**

Attachment B

- (i) Minimum front axle and suspension of twelve thousand pounds (12,000 lbs.). (Note: GVWR rating are altered or affected by tires, springs and axles.)
- (ii) Minimum rear axle and suspension combination of thirty-two thousand pounds (32,000 lbs.).
- (iii) Be equipped with full-driven tandem axle (NOTE: A drag axle or pusher axle is not acceptable).

(D) **Wheel Base.** Chassis must have a minimum Wheel base of 280 (two hundred and eighty) inches. 200 inches will be allowed on vehicles previously licensed if they have a hydraulic wheel lift, spades and an additional operator.

(E) **GVWR Compatibility.** Wrecker body and equipment shall be compatible with chassis GVWR and size and shall be suitable by design to operate under emergency conditions.

- (i) Body must be capable of safely anchoring scotch blocks.
- (ii) Must be designed to adequately anchor snatch blocks.

(2) **Equipment Requirements.**

(A) Winches must be maintained with at least 75% capacity of the manufacturers recommended length of wire or synthetic rope. Must have at least 2 (two) winches with a minimum combined capacity of 40,000 (forty thousand) lbs.

(B) Boom(s) Wrecker unit must have a factory built or certified 25 (twenty-five) ton boom rating that is an elevating and telescoping recovery boom.

(C) Wrecker unit must have a factory built or certified hydraulic telescoping wheel lift.

(D) Large truck requirements:

1. 2 air hoses 3/8" (inch) with combined minimum length of 100' (feet)
2. Cage Bolts (8)
3. Two Air outlets on the wrecker for emergency and service line activation
4. Metric and Standard end wrench sets with minimum 3/8" 1/4" to 1" and 8mm to 19mm
5. Metric and Standard 1/2" drive socket set and ratchet with minimum 1/4" to 1" and 8mm to 19mm
6. Hydraulic or pneumatic jack with 10-ton minimum rating
7. 10 gallons of absorbent material
8. 2.5 lb. Sledge/shop hammer
9. 2 pr. Locking pliers
10. 4 axle covers
11. 5 traffic cones (MUTCD compliant)
12. Saddle Tank fluid mitigation compound (Plug and Dyke or other similar product)
13. Minimum of 4 (four) snatch blocks that are recommended for the size of rope contained on the winches
14. Minimum of sixty feet (60') of one half inch (1/2") Grade 80 Recovery Chain with hooks
15. 2 (two) – one inch (1") screw pin clevises
16. 2 (two) – one half (1/2") screw pin clevises

595:25-5-3 Operation

All operators using the public roads and highways within the State of Oklahoma shall comply with the following:

- (1) All operators shall require each driver of a wrecker vehicle be proficient in the operation thereof, and be properly licensed for the type vehicle operated.

- (2) No operator shall knowingly permit any operator of a wrecker vehicle to consume beer, wine, intoxicating beverages, drugs or other stimulants or depressants while subject to call nor knowingly permit any operator to come on duty after having inhaled or consumed any such beverage, drug or other stimulants or depressants.
- (3) No operator shall proceed to the scene of a collision or traffic tie-up without being requested to do so by a law enforcement agency or the owner or driver of a vehicle involved.
- (4) Any operator traveling on the roads and highways of the State of Oklahoma during the normal course of his business may, upon arriving at the scene of a collision or traffic tie-up, stop and assist in rendering emergency aid. However, the operator shall not solicit business directly or indirectly from the owner or drivers at the scene.
- (5) An operator at the scene of a collision or traffic tie-up is subject to the same traffic-control directions issued by an officer to the motoring public.
- (6) An operator shall not use the rotating or flashing light while traveling on the roadway en route to any location. The use of the flashing or rotating light is authorized only in the vicinity of hook-up or at the scene of an incident to protect the scene and the vehicle involved. Only amber flashing lights may be used when leaving the scene of a wrecker service call for the purpose of warning the operators of other vehicles to exercise care in approaching, overtaking or passing. [[47 O.S. § 12-218.1](#)]
- (7) Each operator must be a person of good moral character and reputation in his community, as determined by the Commissioner of Public Safety, and conduct the operation of the storage facilities and towing service in a responsible manner so as not to endanger the public safety of persons or property of others in the custody of the operator.
- (8) No operator shall tow a vehicle when the combined weight of the wrecker vehicle and the wrecker supported weight of the towed vehicle exceeds the factory gross vehicle weight rating of the wrecker vehicle, regardless of the weight for which the wrecker vehicle is licensed.
- (9) No wrecker service shall suspend or abandon said service without prior written notice to this Department of such intent and returning of all wrecker licenses issued.
- (10) Wrecker services shall comply with [47 O.S. § 11-1110](#) (C).
- (11) Upon payment of the reasonable cost of removal, and storage of a stored vehicle, whether stored at the request of law enforcement or a private property owner and recorded by the wrecker service as provided in [OAC 595:25-5-5](#) (b), the vehicle shall be release to:
 - (A) The owner, upon presentation of one (1) of each of the following: proof of ownership, identification and insurance (if required by law):

Evidence of ownership may be:

 - (i) A valid certificate of title, to show proof of purchase and ownership to include tribal and other state titles;
 - (ii) Registration Receipt (Digital or Electronic verification shall be accepted) or;
 - (iii) Title properly assigned by the seller, dated, notarized (if required on title) and the owner's name filled out on the title or;
 - (iv) Written verification from a local law enforcement agency as to the identity of the owner or;
 - (v) Other appropriate documentation sufficient to establish ownership.

Proof of identification may be:

 - (vi) Oklahoma driver license or;
 - (vi) Oklahoma identification card or;

- (vii) Other state driver license or;
- (viii) Other state or federally issued photo identification or;
- (ix) Other documentation sufficient to establish identity.

Proof of Insurance may be: (Insurance may not be in owner's name, as required in [\[47 O.S. § 72-955 A\]](#))

- (x) Valid insurance verification form, not expired with VIN of vehicle listed or
 - (xi) Valid insurance policy not expired with VIN of vehicle listed or
 - (xii) Valid affidavit of non-use and vehicle cannot be driven from facility (Digital or Electronic verification shall be accepted).
- (B) A person representing the owner, upon presentation of a notarized letter from the owner permitting said person to act in behalf of the owner, with year, make, model and vehicle identification number of the vehicle and proof as listed in paragraph A.
- (C) A lien holder or a duly authorized agent of a lien holder, upon presentation to the wrecker operator proof of being a lien holder [47-904.1], [\[42 O.S. § 2-91A\]](#) hold harmless letter and a notarized letter from the lien holder permitting said person to act on behalf of the lien holder that includes year, make, model and vehicle identification number; or
- (D) The insurer of or the representative of the insurer accepting liability for or purchasing a motor vehicle as provided in [47 O.S. § 71-904](#), [47 O.S. § 72-953.1](#), or [47 O.S. § 72-953.2](#), must provide a hold harmless letter and a letter from the insurer permitting said person to act on behalf of the insurer that includes year, make, model and vehicle identification number .
- (12) Personal property, which shall include everything in a stored vehicle except the vehicle and its attached or installed equipment, vehicle keys, or devices to start and unlock the vehicle, and the spare tire and tools to change the tire, shall be released, upon request, to the owner or owner's representative, upon showing of proof as described in (11) of this section. Wrecker operators shall allow the vehicle owner or owner's representative to have access to the vehicle for the sole purpose of retrieving ownership documentation, such as title or registration. [\[47 O.S. § 72-955 E\]](#) Personal property shall not be removed from the vehicle unless the operator has a written company policy or procedure for the intended safekeeping of any personal property removed from a vehicle. Personal property may not be removed from vehicles with law enforcement investigative holds for evidence or vehicles with biohazards. Personal property stored at the operator's business office must be secured under lock and key or with an attendant on duty 24 hours per day. Any personal property removed from the vehicle shall be released, to the owner or owner's representative, upon showing of proof as described in (11) of this section.
- (13) Each operator shall require each wrecker driver to maintain the appropriate driver license for the type vehicle being operated.
- (14) Each operator shall prohibit any known thief or felon from loitering, visiting, or otherwise being on the premises of the place of business or any storage facility of the wrecker service.
- (15) Each operator shall secure vehicles on roll back wreckers with four (4) point tie down. Other wrecker vehicles shall secure vehicles in accordance with wrecker vehicle chassis recommendations.
- (16) A wrecker operator or driver responding to the scene of a motor vehicle collision in the capacity of a first responder, fireman, or volunteer fireman shall not respond to the scene in a wrecker vehicle.
- (17) Operator shall not take photos of a crash scene that would include bodies, personal information of anyone or any personal identifiers, including but not limited to, license plates or names on vehicles.

Any photo of a crash scene that includes bodies, personal information, or any identifiers of any person must not be posted on any form of social media.

595:25-5-4 Insurance

(a) Liability for Operator's Negligent Acts. Each operator, from the time of movement of or otherwise making contact with any vehicle to be towed, may be liable for injury to persons, damage to property, fire or theft resulting from the operator's negligent acts.

(b) Certificate of Insurance. The Certificate of Insurance form must be obtained from and submitted by an insurance company authorized to do business in the State of Oklahoma.

- (1) The operator is responsible for ensuring the submission of the Certificate of Insurance form when applying for an initial license, renewal of the insurance, changing a business name or changing the business address.
- (2) The name and address of the applicant, the operator or business name shown on the Certificate of Insurance form must be the same as the name and address on the application and/or wrecker service license. The applicant or operator is responsible for ensuring that the insurance information on file with the Department reflects the correct name and address of the insured. The address for all storage facilities must be included on the form.
- (3) Any time an operator changes insurance company during a policy period, a new Certificate of Insurance form shall be submitted by the new insurance provider showing at least the minimum coverage.
- (4) The Certificate of Insurance form shall show the make, year and vehicle identification number for each wrecker vehicle and wrecker support vehicle licensed by the Department.

(c) Insurance Policy. The insurance policy shall be issued for a period of at least six (6) months and shall protect the public against loss of life, bodily injury to person, and damage to property in the following amounts:

(1) Class General or Class AA.

- (A) Bodily Injury and Property Damage - Not less than One Hundred Thousand Dollars (\$100,000.00) combined single limit coverage for bodily injury and/or property damage as a result of the operation of the wrecker vehicle and/or as a result of the on-hook vehicle causing the bodily injury and/or property damage.
- (B) Garagekeeper's Legal Liability - Not less than Fifty Thousand Dollars (\$50,000.00) in Garagekeeper's Legal Liability with a deductible no greater than five hundred dollars (\$500.00), which must include comprehensive perils to the towed vehicle while being stored by the wrecker operator. Any General class wrecker service which does not have storage facilities shall be exempt from the provisions of this subparagraph.
- (C) On-Hook or In-Tow - Not less than Fifty Thousand Dollars (\$50,000.00) in On-Hook or In-Tow Coverage with a deductible no greater than Five Hundred Dollars (\$500.00), which must include comprehensive perils and collision to the towed vehicle while it is being towed by the wrecker operator.

(2) Class AA-TM.

- (A) Bodily Injury and Property Damage - Not less than Two Hundred Thousand Dollars (\$200,000.00) combined single limit coverage for bodily injury and/or property damage as a result of the operation of the wrecker vehicle and/or as a result of the on-hook vehicle causing the bodily injury and/or property damage.

(B) Garagekeeper's Legal Liability - Not less than One Hundred Thousand Dollars (\$100,000.00) in Garagekeeper's Legal Liability with a deductible no greater than five hundred dollars (\$500.00), which must include comprehensive perils to the towed vehicle while being stored by the wrecker operator.

(C) On-Hook or In-Tow - Not less than One Hundred Thousand Dollars (\$100,000.00) in On-Hook or In-Tow Coverage with a deductible no greater than Five Hundred Dollars (\$500.00), which must include comprehensive perils and collision to the towed vehicle while it is being towed by the wrecker operator.

(3) Class AA-TL.

(A) Bodily Injury and Property Damage - Not less than Three Hundred Thousand Dollars (\$300,000.00) combined single limit coverage for bodily injury and/or property damage as a result of the operation of the wrecker vehicle and/or as a result of the on-hook vehicle causing the bodily injury and/or property damage.

(B) Garagekeeper's Legal Liability - Not less than One Hundred Fifty Thousand Dollars (\$150,000.00) in Garagekeeper's Legal Liability with a deductible no greater than five hundred dollars (\$500.00), which must include comprehensive perils to the towed vehicle while being stored by the wrecker operator.

(C) On-Hook or In-Tow - Not less than One Hundred Fifty Thousand Dollars (\$150,000.00) in On-Hook or In-Tow Coverage with a deductible no greater than Five Hundred Dollars (\$500.00), which must include comprehensive perils and collision to the towed vehicle while it is being towed by the wrecker operator.

(4) All Wrecker Classes. Bailee Coverage - Not less than Two Thousand Five Hundred Dollars (\$2,500.00) for loss of contents of the vehicle with a deductible not greater than Five Hundred Dollars (\$500.00).

(d) Judgment. Any final judgment rendered by a court of competent jurisdiction against a wrecker service or an owner or employee thereof, arising out of any services provided by the operator of or any employee of the wrecker service, including towing or storage of towed vehicles, must be satisfied within thirty (30) days. If such judgment is not timely satisfied, the wrecker license shall be revoked and such revocation shall remain in effect until the judgment is satisfied. Provided, however, a release or written agreement signed by the judgment creditor and approved by the Department shall reinstate eligibility. Provided, if judgment is covered by insurance up to the amount and to the extent required in the rules, this Subsection shall not apply.

(e) Carrier Certification. The insurance company of each wrecker service shall certify to the Department on a form prescribed by the Department that the insurance company will notify the Department in writing at least ten (10) days before the date the company cancels such policy.

(f) Insurance Information. An operator shall provide contact and other pertinent information regarding the insurance company and policy covering the wrecker service to any person who might be eligible to file a claim against the operator's insurance policy.

(g) A notice from the insurance company to the Department of insurance cancellation for non-payment of the premium shall be sufficient reason for suspension of the wrecker service license.

595:25-5-5 Records

(a) Each operator shall comply with the provisions of [47 O.S. § 4-105](#) (c), and provide a thirty (30) day vehicle report to the Department. A junk vehicle may be reported beginning on the fifth day of storage of the junk vehicle, and the vehicle report shall be notated with the word "JUNK".

(b) Each operator shall maintain, on a form prescribed by the Department, a record system covering all services performed in pulling or towing all vehicles impounded for law enforcement or at the request of private property owners, and such records shall include the following:

- (1) The day and time the operator was contacted and requested to perform the service.
- (2) The name of the person requesting this service.
- (3) The location of the vehicle.
- (4) A description of the towed vehicle, including license tag and vehicle identification number.
- (5) The owner or driver of the vehicle when known.
- (6) The service charge and fees.

(c) The operator shall maintain said records for at least three (3) calendar years from the date the records are created.

(d) All records herein shall be stored in a manner which makes such records readily retrievable for inspection or examination of an individual record by the Department.

(e) Every operator shall cooperate with the Department whenever the Department requests copies of or finds it necessary to review, audit, examine, or investigate any records relating to the operation of the wrecker service.

595:25-5-6 Schedule of Rates and Fees [REVOKED]

595:25-5-7 Tow Request and Authorization Forms

(a) Only Class AA wreckers are authorized to remove abandoned vehicles from real property. [[47 O.S. § 72-954A](#)] Wrecker services shall complete the Tow Request and Authorization Form prior to removal of abandoned vehicles from real property.

(b) One copy of the Tow Request and Authorization Form shall be forwarded to the Department of Public Safety, Wrecker Services Division, P. O. Box 11415, Oklahoma City, Oklahoma 73136, and the local law enforcement agency with jurisdiction over the area where the vehicle was removed, within seventy-two (72) hours from time of removal. A facsimile or email of the Tow Request and Authorization Form shall be considered the original form if a printed or digital confirmation of the facsimile transmission is available. [[47 O.S. § 72-954A\(F\)](#)]

(c) The Tow Request and Authorization Form can be obtained from the Wrecker Services Division, Department of Public Safety, Oklahoma City, Oklahoma 73136. Disposition of copies are as follows:

- (1) Original copy to the Department of Public Safety. Facsimile in lieu of the original will be accepted.
- (2) One copy to the local law enforcement agency.
- (3) One copy to be retained by the wrecker service.
- (4) One copy to the real property owner, legal possessor or agent.

(d) Each wrecker operator shall be responsible for verifying the identity of the person signing the tow request and authorization form and shall put the driver license number or state-issued identification card number of that person on the tow request and authorization form.

(e) No licensed Class AA wrecker service or operator of a licensed Class AA wrecker service shall tow or cause to be towed a vehicle from the real property until this form has been appropriately completed by the parties.

(f) The Tow request and authorization form shall be completed with the following information:

- (1) A description of the vehicle, including the type of vehicle, year of manufacture, name of the manufacturer, vehicle color or colors, identification number and license tag number;
- (2) The name, address and business telephone number of the licensed Class AA wrecker service;

- (3) The name, address, telephone number and driver license number or state-issued identification card number of the real property owner, legal possessor or authorized agent;
- (4) Inventory of personal property within the vehicle to be towed, if no inventory is completed, the reason shall be clearly stated on the form;
- (5) Time and date the form is completed; and
- (6) Signatures of the driver of the wrecker vehicle and of the owner, legal possessor or authorized agent of the real property. They shall jointly, and each in the presence of the other, inventory personal property found within or upon the vehicle.

(g) A copy of the completed Tow Request and Authorization Form shall be retained by the signatories and the licensed Class AA wrecker service shall maintain the wrecker vehicle driver's copy for not less than one (1) year.

(h) Upon completion of the tow the Class AA wrecker service shall preform the following:

- (1) Within three (3) business days of the time indicated on the form request the Oklahoma Tax Commission or other appropriate motor license agent to furnish the name and address of the current owner and/or lien holder of the vehicle.
- (2) Within seven (7) days from receipt of the requested information from the Oklahoma Tax Commission or other motor license agent, send a notice of the location of the vehicle by certified mail, postage prepaid, at the addresses furnished, to the owner and any lien holder of the vehicle.
- (3) If the licensed Class AA wrecker service has not complied with the notification procedures required in this section the owner or lien holder shall not be required to pay for storage of the vehicle per [47 O.S. § 72-954A](#) (G).

595:25-5-8 Conflicts of Interest

There shall be no conflict of interest between the wrecker service and the owner or legal possessor, or the agent of the owner or legal possessor, of real property from which a vehicle is towed or may be towed by a wrecker service. The operator of a wrecker service, or any employee thereof, shall not offer or attempt to offer to or shall not request or accept from the owner, legal possessor, or agent any gratuity, kickback, exchange or promise of services, incentive, or any other thing of value.

595:25-5-9 Inspections

(a) **Availability of Records.** The wrecker operator, manager, or their representative must make available to the inspection officer all records, notices and other documents required by these rules. Due to possible noncompliance or complaint, the inspection of the facility or tow trucks may be required. May include an inspection of any and all tow trucks and inspection of records, tow authorizations, thirty (30) day reports and facilities. Upon completion of the inspection, the operator, manager, or representative shall be given a contact report that will provide the results of the inspection. A date and time will be provided to make corrective action and a follow up inspection will be performed to assure compliance.

(b) **Initial Inspection.** Will include inspection of all tow trucks and any or all storage facilities.

SUBCHAPTER 7 CLASS AA OPERATORS

[595:25-7-1](#) Equipment Requirements for All Class AA Vehicles

[595:25-7-2](#) Releasing and Holding of Vehicle by Class AA Wrecker Operators

595:25-7-1 Equipment Requirements for All Class AA Vehicles

(a) Each Class AA wrecker vehicle shall be equipped as required by OAC [595:25-5-2](#).

595:25-7-2 Release and Holding of Vehicle

(a) **Release.** The Class AA wrecker operator shall at all times have a capable person available to release impounded or stored vehicles within thirty (30) minutes. As per [47 O.S. § 72-955](#), any vehicle impounded by law enforcement shall not be released to the owner until that owner provides proof of valid insurance or an affidavit of nonuse on the roadway. In the event an insurer or a representative of the insurer who has accepted liability for the vehicle requests the release, no proof of valid insurance or affidavit of nonuse on the roadway shall be required.

(b) Exceptions to Release of Impounded or Stored Vehicles.

- (1) Officers may have a legitimate need and reason to preserve the secured status of an impounded or stored vehicle, including but not limited to:
 - (A) Failure to pay taxes due the State;
 - (B) Forfeiture proceedings under the Controlled Dangerous Substances Act [[63 O.S. § 2-506](#)]; or
 - (C) Evidentiary proceedings;
 - (D) Failure to provide proof of insurance;
 - (E) The vehicle has been used in the commission of a felony offense. [[47 O.S. § 72-955](#) (6)]
- (2) In the event an officer determines a need exists to preserve the secured status of an impounded or stored vehicle, the officer may direct the operator to place a hold thereon, which the operator shall honor, subject to the following procedures.
- (3) If the hold is because taxes due the State have not been paid, the operator shall not release the vehicle until the owner, or another person as described in OAC [595:25-5-3](#) (12), has furnished proof from the Oklahoma Tax Commission or a motor license agent to the operator that the vehicle has been duly registered and the license fee has been paid before the vehicle may be released to the owner. Inquiry regarding this law may be made to the Oklahoma Tax Commission.
- (4) If the stated reason for the hold is a forfeiture proceeding under the Uniform Controlled Dangerous Substance Act, the operator may not release the vehicle unless authorization is received either from the District Attorney's Office of the county from which the vehicle was impounded or from the impounding officer.
 - (A) If, after the expiration of seventy-two (72) hours from the time of impoundment (excluding Saturday, Sunday and legal holidays), the operator has not received either the court case number under which a forfeiture proceeding has been accepted and filed or a release of the hold from the impounding officer, the operator shall contact the law enforcement agency storing the vehicle, between 7:00 a.m. and 12:00 noon following such seventy-two (72) hours period, advising the ranking supervisor on duty or dispatcher of the following information:
 - (i) That the vehicle is being held for the filing of forfeiture proceedings;
 - (ii) That no court case number of forfeiture proceedings has been received;
 - (iii) Description of vehicle, including tag and vehicle identification number;

- (iv) Vehicle owner, if known;
- (v) Date and time of impoundment;
- (vi) County from which the vehicle was impounded;
- (vii) Name of impounding officer;
- (viii) Name and telephone number of operator submitting the above information.

(B) The supervisor may direct the impounding officer to verify the decision of the District Attorney and to notify the operator:

- (i) Of the forfeiture proceedings style and case number; or
- (ii) That the hold is cancelled because the District Attorney has declined forfeiture proceedings and therefore, the vehicle may then be released in accordance with (a) and (b) of this Section.

(C) Any vehicle seized or stored for forfeiture proceedings under the Uniform Controlled Dangerous Substance Act is considered to be in the custody of the District Attorney of the county where the property was seized [[63 O.S. § 2-506](#) (K)] and therefore the operator may contact that office regarding any matter relating to such vehicle, in addition to the foregoing procedure.

(5) If the hold is for evidentiary proceedings or for any stated reason other than taxes or forfeiture described above, or if the officer fails to state a reason, then the hold shall expire forty-eight (48) hours from the time of impoundment (if not released earlier by the officer), and the operator shall not honor the hold beyond the forty-eight (48) hour period without express direction of the law enforcement agency storing said vehicle. The vehicle may then be released in accordance with the provisions of this Chapter.

(c) Court Orders Regarding Impounded or Stored Vehicles. If any rule provided, herein conflicts with a court order served upon the operator relating to impoundments, release, storage or other matter relating to the wrecker service, the court order shall take precedence.

(d) Release to Another Wrecker Service. When a wrecker service is to lawfully obtain a vehicle from another wrecker service which originally towed the vehicle, the original wrecker service shall:

- (1) Allow the other wrecker service to enter its premises and remove the vehicle, or
- (2) If the original wrecker service does not allow the other wrecker services or registered owner or agent on its premises to make the tow, the original wrecker service shall properly tow the vehicle to a mutually agreeable site in order to transfer the vehicle to the requesting wrecker service.

SUBCHAPTER 9 OKLAHOMA HIGHWAY PATROL ROTATION LOG – ADDITIONAL REQUIREMENTS

[595:25-9-1](#) Oklahoma Highway Patrol Rotation Log

[595:25-9-2](#) Operator Requirements

[595:25-9-3](#) Rotation Calls for Truck Wreckers (Class AA-TL)

595:25-9-1 Oklahoma Highway Patrol Rotation Log

(a) Official Rotation Log. The Department of Public Safety maintains two (2) official Oklahoma Highway Patrol Rotation Logs, a Class AA wrecker log and a Class AA-TL wrecker log, each of which shall consist of licensed wrecker services *for the performance of services carried out pursuant to the request of or at the direction of any officer of the Department* [[47 O.S. § 72-952](#) (D)].

(b) Request for Placement on the Rotation Log. A licensed Class AA wrecker service desiring to be placed on the Highway Patrol Rotation Log in the Highway Patrol Troop District in which the place of business and the primary storage facility of the wrecker service is located shall file a written request with the Department, pursuant to (e) of this Section. [[47 O.S. § 72-952](#) (D)]

(c) Assignment to the Rotation Log. If a request for placement on the Rotation Log is approved by the Department, the wrecker service shall be assigned by the Department to the Highway Patrol Troop District specified on the request. Both the Troop Commander of the Troop District and the wrecker service will be notified by the Department of the assignment of the wrecker service to the Rotation Log. [[47 O.S. § 72-952](#) (D)]

(d) Oklahoma Turnpike Authority rotation log will be determined, for placement on rotation, by using any operator business location within 10 road miles of a gate entry. Must be capable to respond promptly to the scene, open at least one lane promptly, clear and clean the incident sight within the shortest time possible. Calls will be assigned to the wrecker nearest in time or distance to the incident scene for quick clearance.

(e) Geographical Areas of Rotation. [[47 O.S. § 72-955](#) (C)]

- (1) The Commissioner's designee of the Wrecker Services Division shall be responsible for establishing geographical areas of rotation within the Troop District to which wrecker services on the District's Rotation Log will be assigned for operation when responding to calls for service from the Rotation Log. The Commissioner's designee shall notify each wrecker service of the geographical area of rotation to which it is assigned.
- (2) The Commissioner's designee will establish each geographical area of rotation based upon a reasonable radius from the primary storage facility of each wrecker service operating within the geographical area. The reasonable radius will be determined by the Commissioner's designee based upon:
 - (A) The estimated time it will take the wrecker service to respond to calls for service,
 - (B) The number of wrecker services available on the Rotation Log,
 - (C) Conformity with [47 O.S. § 72-955](#) (C),
 - (D) Consideration of the economic impact of the wrecker services rates and fees, as prescribed by the Corporation Commission, on the owner or lien holder of the vehicle; and
 - (E) Other factors within the Troop District as deemed appropriate by the Commissioner's designee.
- (3) The Commissioner's designee may overlap geographical areas of rotation whenever necessary to ensure adequate response to requests for wrecker services.
- (4) The Commissioner's designee may modify geographical areas of rotation for the Troop District at any time and for just cause, but shall notify as soon as practicable each wrecker service affected of such modifications.

- (5) The Commissioner's designee may extend any geographical area of rotation by a reasonable radius beyond the boundaries of the Troop District to include on the rotation log of the District a wrecker service:
 - (A) Which is located outside of but in proximity to the boundary of the District, and
 - (B) Upon receiving notification from the Department of the approval of the wrecker service for placement on the rotation log for the District of the Commander.
- (6) Nothing in this Section shall prohibit the Troop Commander from using the services of any licensed wrecker service:
 - (A) Outside of its assigned geographical area of rotation, or
 - (B) Which has not been assigned to the Rotation Log of the Troop District.

(f) Forms. A request for placement on any rotation log shall be filed by the wrecker service with the Department of Public Safety on a form prescribed and provided by the Department [[47 O.S. § 72-952 \(D\)](#)]. When requesting placement on a rotation log, the wrecker service shall provide on the request one (1) telephone number to be used for request of services during the day and one (1) telephone number to be used for request of services during the night, specifying the time period of normal use; these numbers shall also be on file with the Wrecker Services Division. Any change in the telephone numbers shall be immediately transmitted to:

- (1) The Troop Commander(s) of the Oklahoma Highway Patrol Troop District(s) on whose Rotation Log the wrecker service has been assigned, and
- (2) The Wrecker Services Division of the Department of Public Safety.

(g) Request for Removal from the Rotation Log. A licensed Class AA wrecker service desiring to be removed, whether temporarily or permanently, from the Highway Patrol Rotation Log on which it was placed, pursuant to this section, shall file a written request with the Department. The wrecker service shall not contact the Troop Commander(s) of the Troop District(s) for removal from the Rotation Log.

595:25-9-2 Operator Requirements

Operators on the Rotation Log shall comply with the following:

- (1) When more than one (1) vehicle is towed on one (1) call, each tow shall be counted as another call to that operator.
- (2) When an operator receives a request for services from the Oklahoma Highway Patrol and no services are rendered for which the operator is able to receive compensation, the operator shall not lose position on the Rotation Log.
- (3) If an operator has received a request for services, but does not respond to the scene within a reasonable length of time, including but not limited to such factors as distance from the scene, weather, and nature of the collision or traffic tie-up, the Oklahoma Highway patrol may request the services of the next operator on the Rotation Log. Under these circumstances, the operator who receives the first request shall lose position on the Rotation Log.
- (4) When an emergency condition exists, the Oklahoma Highway Patrol reserves the right to request the services of any appropriately equipped and licensed wrecker service best able to handle the emergency and can reach the scene in the shortest time, regardless of the operator's position on the Rotation Log. Said call shall count as a call on the Rotation Log.
- (5) Only one (1) wrecker service shall be approved for Highway Patrol rotation at any one place of business and/or storage facility, unless otherwise approved by the Commissioner.
- (6) Wrecker services shall respond to Highway Patrol requests only in a wrecker vehicle licensed to the requested wrecker service, unless otherwise approved by the Commissioner.

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- (7) Every wrecker service on the Highway Patrol Rotation Log shall maintain twenty-four (24) hour service.
- (8) A wrecker service called from the Highway Patrol Rotation Log shall not accept a request for services unless the operator has a vehicle immediately available to perform the requested service.
- (9) Each operator shall require each driver responding to a request to maintain the appropriate driver license for the type vehicle being operated.
- (10) Each operator shall require each driver to obey in good faith the rules of the road.
- (11) Each operator shall prohibit any known thief or felon from loitering, visiting, or otherwise being on the premises of the place of business or any storage facility of the wrecker service.
- (12) Every operator shall accept each Oklahoma Highway Patrol call unless there exists a valid reason for refusal. Upon acceptance of a call an operator shall advise dispatch of their current location and estimated time of arrival.
- (13) Each operator shall provide service for a minimum of seventy-five (75%) percent of the requests made by the Highway Patrol to be computed on a quarterly basis. Failure to meet this standard for any reason shall be grounds for removal from the Oklahoma Highway Patrol Rotation Log.
- (14) Any Class AA wrecker operator who uses an answering service as a means of dispatch and who fails to properly respond in a timely manner, as determined by the Commissioner's designee of the Wrecker Services Division, to a rotation call request may have the Class AA license revoked for failure to properly respond to rotation call requests. The operator shall not be licensed as a Class AA wrecker service while utilizing the same answering service as a means of dispatch.
- (15) Persons responding to calls must be able to speak and understand the English language.
- (16) A wrecker operator shall respond to law enforcement agencies' wrecker service requests with a wrecker vehicle and operator capable of efficiently uprighting an overturned vehicle, pulling or winching a vehicle back onto the roadway, lifting a vehicle off a victim, or assisting with opening a vehicle to extricate a victim. In addition, the wrecker vehicle shall be equipped to remove a disabled vehicle without inflicting further damage to the disabled vehicle.
- (17) If two or more vehicles are involved in a collision and two or more wrecker services are called the following shall apply:
 - (A) The first wrecker service arriving at the scene will tow the vehicle causing the greatest traffic hazard, which shall be determined by the investigating officer.
 - (B) If a requested wrecker service is first on scene, said wrecker service will assist in removing the vehicle causing the traffic hazard from roadway, then will proceed to pick up the vehicle it has been requested to tow.
- (18) Any wrecker service having a wrecker vehicle with major or critical mechanical failure or failing to meet equipment requirements, which does not have another wrecker vehicle of the same classification approved for rotation, shall become temporarily unavailable for rotation until the wrecker vehicle has been approved to return to service or a new wrecker vehicle of the same classification has been inspected, if necessary, and approved by the Department.
- (19) A wrecker service shall become temporarily unavailable for rotation if there is no approved Certificate of Insurance (WA) filing on file with the Department for the wrecker service or wrecker vehicles approved for rotation.
- (20) Any wrecker service with a wrecker vehicle displaying an expired tag, which does not have another wrecker vehicle of the same classification approved for rotation, shall become temporarily unavailable

for rotation until the wrecker license plate has been renewed and is properly displayed on the wrecker vehicle.

595:25-9-3 Rotation Calls for Truck Wreckers (Class AA-TL)

Rules governing the rotation calls for Class AA-TL truck wrecker operators shall be the same as the rules governing the rotation calls for all other Class AA wrecker operators, except that in the case of truck wreckers the involved Trooper and/or the dispatcher shall have and be free to exercise his or her discretion as provided for in this section. If, in the judgment of any involved trooper and/or dispatcher, a Class AA-TL truck wrecker operator within a service area is needed because of an emergency situation, such wrecker service may be called without regard to position on the truck wrecker log except in relation to other operators also meeting the additional Class AA qualities in the service area.

**SUBCHAPTER 11 DENIAL, SUSPENSION, REVOCATION OR CANCELLATION OF LICENSE;
DENIAL OR REMOVAL OF CLASS AA OPERATORS FROM ROTATION LOG OF THE
OKLAHOMA HIGHWAY PATROL**

[595:25-11-1](#) Failure to Qualify

[595:25-11-2](#) Violation of Rules

[595:25-11-3](#) Procedure

595:25-11-1 Failure to Qualify

The Department may deny or cancel the license, and/or remove from the Rotation Log, as applicable, any operator who fails to qualify therefore as provided in the rules of this Chapter and the laws of [47 O.S.](#)

595:25-11-2 Violation of Rules

(a) The Department may deny, suspend, cancel, or revoke the license, and/or remove from the Rotation Log, as the case may be, any operator who has committed a violation of the rules of this Chapter or the laws of [47 O.S.](#)

(b) The Department may institute, when circumstances warrant for offenses which occur within four (4) years of each other and as prescribed in OAC [595:25-11-3](#), a system of progressive discipline of any wrecker service which shall consist of:

- (1) For a first offense as provided in (a), a letter of reprimand,
- (2) For a second offense as provided in (a), a suspension of the wrecker license from the OHP rotation log for ten (10) days if applicable, and
- (3) For a third offense as provided in (a), a suspension of at least thirty (30) days and no more than ninety (90) days.

595:25-11-3 Procedure

In the event that the Department has determined that a license should be denied, suspended, revoked or cancelled, or that an operator should be denied or removed from the Rotation Log for any reason, or both, the following procedures shall apply in accordance with the Administrative Procedures Act, [75 O. S. § 8-309](#), et seq.

- (1) The Department shall send by first-class mail Notice of Department Action containing all information required by [75 O. S. § 8-309](#), et seq., to the concerned applicant or operator at the last known address as reflected by the records of the Department. The Department shall follow up the mailed Notice with a documented telephone call to the telephone number on file with the Department for the wrecker service to ensure the wrecker service has received and understands the Notice.
- (2) The notice shall provide that the Department action shall become effective fifteen (15) days after date of mailing to the applicant or operator, unless the applicant or operator timely files a written request for a hearing with the Department of Public Safety, Wrecker Services Division. Such request shall be timely when filed prior to the effective date of the Department Action.
- (3) If a timely hearing is requested, the hearing shall be scheduled within forty-five (45) days from the date the Department receives the request.
- (4) The Department hearing officer shall be designated by the Commissioner, and each party shall be afforded an opportunity to be heard and to present evidence.
- (5) The hearing officer shall render a decision based upon the law and the evidence presented and shall enter an appropriate final order regarding the matter. Each party shall be promptly notified either personally or by mail.

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- (6) Unless the hearing officer timely receives a written request for a rehearing, reopening or reconsideration of the decision as provided by the Administrative Procedures Act, the final order will become effective ten (10) days after the entry of the decision.
- (7) If an applicant operator fails to appear at the scheduled hearing without good cause, the hearing officer shall record the nonappearance and enter a final order reflecting the effective date prescribed in (2) of this Subsection, in lieu of the decision and final order as prescribed in (5) and (6) of this Subsection. Each party shall be promptly notified thereof either personally or by mail.
- (8) If the Department representative fails to appear without good cause, the hearing officer shall record the nonappearance and enter a final order of dismissal of the Department Actions. The order of dismissal shall be without prejudice if the basis for the action constitutes noncompliance or a continuing violation of these rules. Each party shall be promptly notified thereof either personally or by mail.
- (9) Where a timely written request for rehearing, reopening or reconsideration of the case is received, the Department Action shall be stayed until ten (10) days after an order is issued concerning the request for rehearing, reopening or reconsideration of the case.
- (10) Notwithstanding (2) through (9) of this Subsection, Department Action shall become effective immediately where:
 - (A) An original application for a license or placement on the Rotation Log is denied for failure to qualify under this Chapter.
 - (B) The Department finds that the health, safety, or welfare of the public imperatively requires such action and finding to that effect is incorporated in its order, pursuant to the Administrative Procedures Act, [75 O.S. § 8-314](#) (c).
- (11) Where the Department has determined that a minor disqualification and/or violation exists which may be readily rectified by the applicant or operator, the Department of Public Safety may informally notify such party by mail or telephone of such minor disqualification or violation, with a request for compliance with a specified period of time. If such party fails to rectify the minor disqualification or violation, the Department may proceed according to other provisions of this Subchapter.

TITLE 47 MOTOR VEHICLES
CHAPTER 71 ABANDONMENT OF VEHICLES

47 O.S. § 71-901 Abandonment Unlawful – Determination

It shall be unlawful to abandon a motor vehicle on a highway or other public property. Any member of the Oklahoma Highway Patrol or any qualified sheriff, deputy sheriff or any member of any city police department shall deem a vehicle abandoned and shall have the authority to remove or direct the removal of a vehicle when found upon any portion of the highway, shoulder, or right-of-way, if after a period of forty-eight (48) hours there is no evidence of an apparent owner who intends to remove the vehicle.

47 O.S. § 71-902 Authorization to Remove Abandoned Vehicle

If such officer has reasonable cause to believe a vehicle has been abandoned in a location which would be hazardous to the free flow of traffic or be highly susceptible to damage from vandalism or other harm, he shall have the authority to remove or direct the removal of the vehicle immediately. At the time of ordering the removal of an abandoned vehicle, the authorizing officer shall also determine the sale value of the vehicle and certify that amount on the removal order.

47 O.S. § 71-903 Notice of Removal – Civil Liability

Any such officer, who has directed the impoundment of any vehicle, or an authorized person in the employing agency of the officer, shall within seventy-two (72) hours of the impoundment notify the Department of Public Safety of such impoundment. The notice of impoundment shall contain the name and address of the owner, if known, the make, model, vehicle identification number, registration number, date stored, place stored and the estimated value of the vehicle as determined by the officer. Upon receipt of such notice of impoundment, the Department of Public Safety shall, within seventy-two (72) hours, request the Oklahoma Tax Commission or other appropriate motor license agent to furnish the name and address of the owner of and any lienholder on the vehicle and shall within three (3) days from receipt of the requested information send a notice to the owner and any lienholder by regular mail, postage prepaid, at the addresses furnished by the Tax Commission or motor license agent, of the location of the vehicle. This section shall not be construed to create any civil liability upon the state, any agency of the state or employee thereof for failure to provide such notice to the owner or lienholder.

47 O.S. § 71-903A Contest of Removal or Storage – Hearing – Exemptions

- A. After the removal or storage of any abandoned or wrecked vehicle at the request of a public agency, the registered or legal owner of the vehicle, or their agent, may contest the validity of the removal or storage, by filing a written request for a hearing with the public agency. The written request may be filed before or after the vehicle is retrieved from the storage operator. Provided, however, the public agency shall not be required to conduct a hearing if the request is received more than ten (10) days following actual or constructive notice to the owner or driver of the vehicle that said vehicle has been so removed or stored. Any such hearing shall be scheduled within seventy-two (72) hours of the request, excluding weekends and holidays. The public agency may authorize its own officer or employee to conduct the hearing, so long as the hearing officer is not the same person who directed the removal or storage of the vehicle. The public agency may, with the consent of the person requesting the hearing, schedule the hearing by telephone and conduct the hearing on the merits by telephone conference call. The hearing officer shall apply the law to the evidence and make a determination whether the vehicle removal and storage was justified. If deemed unjustified, the public agency shall bear the cost of hookup and tow

mileage, and the operator shall waive all storage costs in such cases as a condition of eligibility to respond to a service call request from a public agency. The vehicle owner or agent shall not be charged any type of fee or costs relating to impoundment or storage in such case. If the tow and storage is deemed justified, the owner or agent shall bear the cost of reasonable tow and storage. In either case, prior to the release of the vehicle to the owner or agent, proof of security or an affidavit that the vehicle will not be used on public highways or public streets, as required pursuant to [47 O.S. § 7-600](#) et seq., shall be furnished to the public agency.

- B. Failure of either the registered or legal owner, or their agent, to timely request or to timely appear upon a scheduled hearing shall satisfy the hearing requirement of this section.
- C. The hearing conducted by the public agency pursuant to this section shall not be governed by the Administrative Procedures Act, [75 O.S. § 8-301](#) et. seq.. The owner of a stored vehicle may, either in lieu of such hearing or after such hearing, file a petition in the district court of the county wherein the vehicle is stored. The district court is vested with original jurisdiction to conduct a de novo hearing and determine the validity of removal and storage.
- D. The provisions of this section shall not apply to the removal of vehicles abated pursuant to [47 O.S. § 72-954A](#).

47 O.S. § 71-904 Payment of Cost of Removal and Storage

The owner of a motor vehicle or lienholder of the vehicle abandoned in violation of [47 O.S. § 71-901](#) et seq., or the owner of any vehicle or lienholder of the vehicle or insurer accepting liability for paying a claim on a vehicle or purchasing the vehicle as a total loss vehicle from the registered owner which shall have been lawfully removed from any highway or other public property may regain possession of the vehicle in accordance with regulations of the Department of Public Safety upon payment of the reasonable cost of removal and storage of such vehicle. The operator is authorized to collect all lawful fees from the owner, lienholder that seeks possession of a vehicle under a security interest, agent, or insurer accepting liability for paying the claim for a vehicle or purchasing the vehicle as a total loss vehicle from the registered owner of the towed vehicle for the performance of any and all such services. An operator shall release the vehicle from storage upon authorization from the owner, agent or lienholder of the vehicle or in the case of a total loss, the insurer accepting liability for paying the claim on the vehicle or purchasing the vehicle where the vehicle is to be moved to an insurance pool yard for sale. The cost of removal and storage shall be paid to the wrecker or towing service.

47 O.S. § 71-904.1 Lienholder Defined

A lienholder as used in Sections [47 O.S. § 71-903](#), [47 O.S. § 71-904](#) and [47 O.S. § 72-954A](#) shall mean those lienholders as shown on the vehicle title.

47 O.S. § 71-907 Special Liens

Every person lawfully in possession of an abandoned vehicle shall have a special lien thereon for the compensation due him from the owner of such abandoned vehicle for all expenses incurred.

47 O.S. § 71-908 Foreclosure of Lien – Notice

Said lien may be foreclosed by a sale of such abandoned vehicle upon giving notice and in the manner following: The notice shall contain:

- (a) The name of the party bringing action and the name of the owner or any person claiming any interest therein.

- (b) A full description of the vehicle, giving all available information as to the make, year, serial number, license tag with year and the state from which the tag was issued.
- (c) A full statement of all the facts.
- (d) The amount of the claim, giving a full description of the work, labor, storage or any other costs involved.
- (e) The date, time and place of the sale.
- (f) The notice shall be posted in three public places in the county in which the vehicle is to be sold at least ten (10) days before the time specified therein for such sale, and a copy of said notice shall be mailed to the owner and any other person claiming any interest in the abandoned motor vehicle, at their last-known mailing address, by registered mail on the same date of posting said notice.

47 O.S. § 71-909 Time to Commence Proceedings

Proceedings for such sale under this act shall not be commenced until ten (10) days after said lien has accrued.

47 O.S. § 71-910 Return of Sale

A return of such sale shall be made at the time of sale and proof of posting and mailing of the notice of sale of abandoned vehicle.

47 O.S. § 71-911 Disposition of Proceeds of Sale

The proceeds from the sale of an abandoned vehicle made pursuant to Section [47 O.S. § 71-908](#) shall be applied in the following order:

1. To the reasonable cost incurred in the sale of the abandoned vehicle;
2. To the satisfaction of the special lien provided for in Section [47 O.S. § 71-907](#);
3. To the satisfaction of any indebtedness secured by a subordinate security interest or lien in the vehicle;
4. To the owner if such owner is known, and if such owner or the address of such owner is not known, to the Oklahoma Tax Commission to be remitted to the State Treasurer and by him deposited in the General Revenue Fund.

CHAPTER 72 WRECKERS AND TOWING SERVICES

47 O.S. § 72-951 Definitions

As used in [47 O.S. § 72-951](#) through [47 O.S. § 72-965](#) and Sections 1 through 3 of this act:

1. “Wrecker or wrecker vehicle” means any motor vehicle that is equipped with any device designed to tow another vehicle or combination of vehicles. The use of the term “wrecker” or “wrecker vehicle” shall be construed to include a combination wrecker or combination wrecker vehicle, as defined in paragraph 2 of this section, unless a specific differentiation is otherwise described;
2. “Combination wrecker” or “combination wrecker vehicle” means any wrecker vehicle which is designed and equipped with two separate and distinct devices to tow simultaneously two or more other vehicles or combinations of vehicles, whether or not both devices are in use simultaneously. One of the devices shall allow another vehicle to be loaded onto and transported upon the wrecker vehicle, and one of the devices shall allow another vehicle to be attached to and pulled by the wrecker vehicle;
3. “Tow” or “towing” means the use of a wrecker vehicle to lift, pull, move, haul or otherwise transport any other vehicle by means of:

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- a. Attaching the vehicle to and pulling the vehicle with the wrecker vehicle, or
- b. Loading the vehicle onto and transporting the vehicle upon the wrecker vehicle;
4. “Rollback equipment” means a towing device or equipment upon which the towed vehicle is loaded and transported, removing the towed vehicle completely from the surface of the roadway. The term “rollback equipment” shall include car haulers;
5. “Dolly” means a towing device or equipment which lifts and suspends one axle of the towed vehicle above the surface of the roadway;
6. “Wrecker or towing service” means engaging in the business of or performing the act of towing or offering to tow any vehicle, except:
 - a. Where the operator owns the towed vehicle and displays on both sides of the wrecker vehicle in plainly visible letters not less than two (2) inches in height the words “NOT FOR HIRE”,
 - b. Where the service is performed by a transporter as defined in [47 O.S. § 1-181](#),
 - c. Where service is performed in conjunction with the transportation of household goods and property,
 - d. Where the wrecker vehicle is owned or operated by the United States government, the State of Oklahoma, or any department or political subdivision thereof, or
 - e. Where the service is performed by an out-of-state wrecker service at the request of the vehicle owner or operator, the vehicle is not involved in a collision, and is being towed:
 - (1) In either direction across the border between Oklahoma and a neighboring state, or
 - (2) Through Oklahoma in transit to another state; provided, the out-of-state wrecker service shall comply with all other requirements regarding interstate commerce as set forth in law;
7. “Commissioner” means the Commissioner of Public Safety;
8. “Commission” means the Corporation Commission;
9. “Department” means the Department of Public Safety;
10. “Nonconsensual tow” means the transportation of a vehicle without the consent or knowledge of the vehicle’s owner, possessor, agent, insurer, lienholder, or any other person in possession of or in charge of any vehicle and includes the transportation or towing of the vehicle under lawful circumstances or necessity for the public interest including removing from the roadway for public safety or public convenience, or accidents, by any law enforcement officer or property agent or removal from public or private property as a result of abandonment or unauthorized parking by the property owner, agent, possessor, or other legal entity for the property owner;
11. “Operator” means any person owning or operating a wrecker vehicle or wrecker or towing service;
12. “Officer” means any duly authorized law enforcement officer;
13. “Roadway” means any public street, road, highway or turnpike or the median, easement or shoulder of a roadway;
14. “Service call” means the act of responding to a request for service with a wrecker vehicle in which a service is performed; and
15. “Vehicle” shall:
 - a. Have the same meaning as defined in [47 O.S. § 1-186](#), and
 - b. For the purposes of this chapter when referring to a vehicle or combination of vehicles being towed or stored, include a vessel. The term “vessel” shall have the same meaning as defined in [63 O.S. § 70-4002](#).

47 O.S. § 72-952 Rulemaking Authority – Requests for Service by Political Subdivisions – Official Rotation Logs

- A. Except for the rates established by the Corporation Commission and other provisions as provided for by law, the Department of Public Safety shall have the power and authority necessary to license, supervise, govern and control wrecker vehicles and wrecker or towing services.
- B. The Department of Public Safety shall adopt and prescribe such rules as are necessary to carry out the intent of [47 O.S. § 72-951](#) et. seq.

The rules shall state the requirements for facilities, for storage of vehicles, necessary towing equipment, the records to be kept by operators, liability insurance and insurance covering the vehicle and its contents while in storage in such sum and with such provisions as the Department deems necessary to adequately protect the interests of the public, and such other matters as the Department may prescribe for the protection of the public.

- C. Unless otherwise regulated by the governing body of the political subdivision, the wrecker vehicle used to perform wrecker or towing services requested by a political subdivision of this state for removal of a vehicle from public property for reasons listed in [47 O.S. § 72-955](#) shall be from the licensed wrecker or towing service whose location is nearest to the vehicle to be towed. Request for service may be alternated or rotated among all such licensed wrecker or towing services which are located within a reasonable radius of each other. In cities of less than fifty thousand (50,000) population, all such licensed wrecker or towing services located near or in the city limits of such cities shall be considered as being equal distance and shall be called on an equal basis as nearly as possible. The police chief of any municipality and the county sheriff of each county shall keep rotation logs on all requested tows, except where there are insufficient licensed wreckers or towing services available to rotate such services or services are contracted after a competitive bid process. Rotation logs shall be made available for public inspection upon request. Any calls made from cell phones or two-way radios by any law enforcement officer or employee of any municipality or county to any wrecker service shall be listed on the rotation or call logs and made available for public inspection. A wrecker service shall not be removed from rotation without notification to the wrecker operator stating the reason for removal from the rotation log. All notification for removal from a rotation log shall be mailed to the wrecker service owner at least ten (10) days before removal from the rotation log and shall state the procedure and requirements for reinstatement.
- D. Except as otherwise provided in this subsection, the Department and any municipality, county or other political subdivision of this state shall not place any wrecker or towing service upon an official rotation log for the performance of services carried out pursuant to the request of or at the direction of any officer of the Department or municipality, county or political subdivision unless the service meets the following requirements:
 - 1. Principal business facilities are located within Oklahoma;
 - 2. Tow trucks are registered and licensed in Oklahoma; and
 - 3. Owner is a resident of the State of Oklahoma or the service is an Oklahoma corporation.

In the event a licensed wrecker or towing service is not located within a county, a wrecker or towing service that is located outside of the county or this state and does not meet the above qualifications may be placed on the rotation log for the county or any municipality or political subdivision located within the county.

When performing services at the request of any officer, no operator or wrecker or towing service upon the rotation logs shall charge fees in excess of the maximum rates for services performed within this state, including incorporated and unincorporated areas, as established by the Commission.

- E. The Department shall place a licensed Class AA wrecker service on the Highway Patrol Rotation Log in a highway patrol troop district in which the place of business and the primary storage facility of the wrecker service are located upon written request filed by the wrecker service with the Department. Upon further request of the wrecker service, the Commissioner of Public Safety or the Department employee with statewide responsibility for administration of wrecker services may place a wrecker service on the Highway Patrol Rotation Log in a district adjacent to the district in which the place of business and the primary storage facility of the wrecker service are located if the wrecker service is in proximity to and within a reasonable radius of the boundary of the district. When a wrecker service is placed on the rotation log in a district, the Department shall notify the wrecker service and the troop commander of the district.
- F. The Commissioner of Public Safety or the Department employee with statewide responsibility for administration of wrecker services shall be responsible for establishing geographical areas of rotation within the troop districts and for notifying each wrecker service of the geographical areas of rotation to which the service is assigned.
- G. The Department shall make all rotation logs available for public inspection at the state office and shall make rotation logs for a highway patrol troop district available for public inspection at the district office.

47 O.S. § 72-953 Licenses – Fees – Renewal – Disciplinary Actions – Civil Enforcement Actions

- A. No operator shall be permitted nor shall any employee of any operator be permitted, allowed or caused to solicit business or make service calls without the operator first having obtained from the Department of Public Safety a license to operate a wrecker or towing service. The number of the license shall be displayed, in conformance with rules of the Department, on both sides of every wrecker vehicle operated by the wrecker or towing service.
- B. The license fee required by this section shall be in lieu of the motor carrier filing fee as required in [47 O.S. § 56-165](#). No applicant for a wrecker license shall be required to prove public convenience and necessity, file notices, nor shall a public hearing be held. The fee for such license shall be One Hundred Dollars (\$100.00), of which Ten Dollars (\$10.00) shall be allocated to the Department for the administration of the Nonconsensual Towing Act of 2011.
- C. All licenses shall expire on the last day of the calendar year and may be renewed annually at a cost of Fifty Dollars (\$50.00) upon application to the Department as prescribed by rule. No license fee shall be refunded in the event that the license is suspended or revoked.
- D. The Department shall issue a letter of reprimand, cancel, suspend, revoke, or refuse to issue or renew the license of an operator when it finds the licensee or applicant has not complied with or has violated any of the provisions of the Nonconsensual Towing Act of 2011, or any rules adopted by the Department. A suspension or revocation shall be for a period of time deemed appropriate by the Department for the violation. Any canceled, suspended, or revoked license shall be returned to the Department by the operator, and the operator shall not be eligible to apply for another license until the period of suspension or revocation has elapsed.
- E. The provisions of the Oklahoma Administrative Procedures Act¹ are expressly made applicable to the Nonconsensual Towing Act of 2011.

- F. In any civil action to enforce the equal application of the alternation or rotation of wrecker or towing services regulated by a political subdivision of the state, the prevailing party shall be allowed attorney fees determined by the court, to be taxed and collected as costs.
- G. Fees collected pursuant to the provisions of this section shall be remitted to the State Treasurer to be credited to the General Revenue Fund in the State Treasury except as provided by subsection H of this section.
- H. Fees allocated to the Department by this section shall be deposited in the Department of Public Safety Revolving Fund.

¹ [75 O.S. § 8-250](#) et seq.

47 O.S. § 72-953.1 Maximum Fees and Charges

- A. The rates established by the Corporation Commission shall determine the nonconsensual tow maximum fees and charges for wrecker or towing services performed in this state, including incorporated and unincorporated areas, by a wrecker or towing service licensed by the Department of Public Safety when that service appears on the rotation log of the Department or on the rotation log of any municipality, county or other political subdivision of this state, and the services performed are at the request or at the direction of any officer of the Department or of a municipality, county, or political subdivision. No wrecker or towing service in the performance of transporting or storing vehicles or other property towed as a result of a nonconsensual tow shall charge any fee which exceeds the maximum rates established by the Commission. Such rates shall be in addition to any other rates, fees or charges authorized, allowed or required by law and costs to collect such fees. Any wrecker or towing service is authorized to collect from the owner, lienholder, agent or insurer accepting liability for paying the claim for a vehicle or purchasing the vehicle as a total loss vehicle from the registered owner of any towed or stored vehicle, the fee required [47 O.S. § 71-904](#) including environmental remediation fees and services.
- B. When wrecker or towing services are performed as provided in subsection A of this section:
 - 1. Each performance of a wrecker or towing service shall be recorded by the operator on a bill or invoice as prescribed by rules of the Department and by order of the Commission;
 - 2. Nothing herein shall limit the right of an operator who has provided or caused to be provided wrecker or towing services to require prepayment, in part or in full, or guarantee of payment of any charges incurred for providing such services;
 - 3. This section shall not be construed to require an operator to charge a fee for the performance of any wrecker or towing service; and
 - 4. The operator is authorized to collect all lawful fees from the owner, lienholder or agent or insurer accepting liability for paying the claim for a vehicle or purchasing the vehicle as a total loss vehicle from the registered owner of the towed vehicle for the performance of any and all such services and costs to collect such fees. An operator shall release the vehicle from storage upon authorization from the owner, agent or lienholder of the vehicle or, in the case of a total loss, the insurer accepting liability for paying the claim for the vehicle or purchasing the vehicle where the vehicle is to be moved to an insurance pool yard for sale.
- C. The rates in subsections D through G of this section shall be applicable until superseded by rates established by the Commission.

Rates in this section have been superseded by the December 6, 2012 Order of the Oklahoma Corporation Commission located at:

<http://www.occeweb.com/TR/NonconsensualTowing/NonconsensualTowingRateChart.pdf>

- H. An operator shall be required to provide reasonable documentation to substantiate all lawful fees charged the owner, lienholder, agent or insurer paying the claim for the towed vehicle. Fees for which the operator is being reimbursed or having paid to a third party, shall include copies of the invoice or other appropriate documents to substantiate such payment to said third party.
- I. Wrecker fees, including maximum distance, hourly, and hookup rates shall be adjusted weekly by adding a fuel surcharge as provided in this section. The fuel surcharge shall be based on the Department of Energy “weekly retail on-highway diesel prices” for the “Midwest region” using Two Dollars (\$2.00) per gallon as the base price with no fees added. The wrecker fees shall be adjusted to allow a one-percent increase in fees for every ten-cent increase in fuel cost starting at Two Dollars and ten cents (\$2.10) per gallon.
- J. When skilled or specialized labor or equipment is required, the cost incurred by the wrecker operator for such skilled or specialized labor or equipment plus an additional twenty-five percent (25%) gross profit markup or gross profit margin shall be allowed to cover overhead costs for such labor and will be added to the invoice or freight bill to be collected in addition to all other applicable charges. This applies to labor and equipment not regulated by the Commission.
- K. Wrecker operators shall be allowed to obtain ownership and insurer information, including accident reports and other public records, from the Oklahoma Tax Commission or other state’s motor vehicle agencies for the purpose of determining ownership and responsibility for wrecker fees. In the event a state of origin is not known, the Department of Public Safety and the Oklahoma Tax Commission shall assist in providing such information. The wrecker operator is authorized to collect lawful fees for such costs and services from the owner, lienholder that seeks possession of a vehicle under a security interest, agent, or insurer accepting liability for paying the claim for a vehicle or purchasing the vehicle as a total loss vehicle from the owner of any towed or stored vehicle.

47 O.S. § 72-953.2 Fees and Charges for Storage and After-Hours Release of Towed Vehicles

- A. The rates established by order of the Corporation Commission shall determine the maximum fees and charges for the storage and after-hours release of nonconsensual towed vehicles, including incorporated and unincorporated areas, by a wrecker or towing service licensed by the Department of Public Safety. No wrecker or towing service shall charge any fee for nonconsensual towed vehicles and storage which exceeds the maximum rates established by the Commission. Such rates shall be in addition to any other rates, fees or charges authorized, allowed or required by law including environmental remediation fees and services.
- B.
 - 1. Storage or after-hours release of a towed vehicle, or both, provided by a wrecker or towing service shall be recorded by the operator on a bill or invoice as prescribed by rules of the Department.
 - 2. Nothing herein shall limit the right of an operator who has provided or caused to be provided storage or after-hours release of a towed vehicle, or both, to require prepayment, in part or in full, or guarantee of payment of any charges incurred for providing such services.
 - 3. This section shall not be construed to require an operator to charge a fee for the storage or afterhours release, or both, of any towed vehicle.
 - 4. The operator is authorized to collect all lawful fees from the owner, lienholder or agent of the towed vehicle or insurer accepting liability for paying the claim for a vehicle or purchasing the

vehicle as a total loss vehicle from the registered owner for the performance of any and all such services. An operator shall release the vehicle from storage upon authorization from the owner, agent or lienholder of the vehicle or in the case of a total loss, the insurer accepting liability for paying the claim for the vehicle or purchasing the vehicle where the vehicle is to be moved to an insurance pool yard for sale.

- C. The rates in subsections D through F of this section shall be applicable until superseded by rates established by the Commission.

Rates in this section have been superceded by the December 6, 2012 Order of the Oklahoma Corporation Commission located at:

<http://www.occeweb.com/TR/NonconsensualTowing/NonconsensualTowingRateChart.pdf>

- G. An operator shall be required to provide reasonable documentation to substantiate all lawful fees charged the owner, lienholder, agent or insurer accepting liability for paying the claim for the towed vehicle or purchasing the towed vehicle. Fees for which the operator is being reimbursed, or having paid to a third party, shall include copies of the invoice or other appropriate documents to substantiate the payment to the third party.

47 O.S. § 72-954 Enforcement

- A. The Department of Public Safety shall be charged with the duty of enforcing the provisions of [47 O.S. § 72-951](#) et. seq. for licensed wreckers and towing services operating in this state.
- B. Duly appointed peace officers of the political subdivisions of this state shall have authority to detain and arrest any person operating a wrecker or tow truck without a valid license issued pursuant to the provisions of [47 O.S. § 72-951](#) et. seq. Such officers, upon reasonable belief that any wrecker or tow truck is being operated without proper authority or without a valid license issued pursuant to [47 O.S. § 72-951](#) et. seq. shall be authorized to require the operator thereof to stop and exhibit such documentation as may be required to establish his or her authority to tow or transport another vehicle or to prove possession of a valid wrecker or tow service license issued in this state. Any person convicted of operating a wrecker or tow truck in this state without a license shall be punished as provided in [47 O.S. § 72-958](#).

47 O.S. § 72-954A Abandoned Motor Vehicle – Removal

- A. In addition to any procedure provided by local ordinance, whenever the owner or legal possessor of real property or an authorized agent has reasonable cause to believe that a vehicle has been abandoned thereon, said vehicle having been on said property for a minimum of forty-eight (48) hours, or whenever a vehicle is left upon said real property without express or implied permission, such vehicle may be removed as provided in this section.
- B.
1. The owner, legal possessor or authorized agent may request any licensed Class AA wrecker or towing service within the county wherein the real property is located to remove the abandoned vehicle from the premises by signing a Tow Request and Authorization Form prescribed by the Department of Public Safety and furnished to licensed Class AA wrecker operators as hereinafter provided.
 2. If the owner, legal possessor or authorized agent of the property owner is unable to obtain the services of a licensed Class AA wrecker service to remove the abandoned vehicle in a reasonable amount of time, the owner, legal possessor or authorized agent may contact and request that a

Attachment B

licensed Class AA wrecker service from an adjacent county perform the service. A notation shall be made on the Tow Request and Authorization Form that a licensed Class AA wrecker service in the county in which the real property is located was contacted but the licensed Class AA wrecker service was not able to perform the removal in a reasonable amount of time.

- C. A licensed Class AA wrecker service removing an abandoned vehicle pursuant to this section shall be subject to the maximum rates established by the Corporation Commission.
- D. The Department shall design and promulgate a suitable Tow Request and Authorization Form to be completed in quadruplicate, containing space for the following information:
 - 1. A description of the vehicle, including the type of vehicle, year of manufacture, name of the manufacturer, vehicle color or colors, identification number and license tag number;
 - 2. The name, address and business telephone number of the licensed Class AA wrecker service;
 - 3. The name, address, telephone number and driver license number or state-issued identification card number of the real property owner, legal possessor or authorized agent;
 - 4. Inventory of personal property within the vehicle to be towed;
 - 5. Time and date the form is completed; and
 - 6. Signatures of the driver of the wrecker vehicle and of the owner, legal possessor or authorized agent of the real property. The Department or the Commission may require additional information on the Tow Request and Authorization Form. The driver license number or state-issued identification card number of the real property owner, legal possessor or authorized agent shall not be disclosed by the Department or the Commission to any entity inquiring about services performed without a court order or without written consent from the property owner, legal possessor or authorized agent.
- E. The real property owner, legal possessor or authorized agent and the wrecker vehicle driver shall jointly, and each in the presence of the other, inventory personal property found within or upon the vehicle and each shall accordingly sign a statement on the form reflecting this requirement has been fulfilled. In the event an inventory cannot be completed, the reasons therefor shall be clearly stated on the form.
- F. A copy of the completed Tow Request and Authorization Form shall be retained by the signatories and the licensed Class AA wrecker service shall maintain the wrecker vehicle driver's copy for not less than one (1) year, or longer if required by the Department or the Commission. The licensed Class AA wrecker service shall forthwith send the completed original Tow Request and Authorization Form to the Department and the remaining copy of the completed form to the local police department of the municipality in which the real property is located, or the sheriff's office of the county from which the vehicle was towed, if the real property is located outside of an incorporated municipality. A facsimile copy of the Tow Request and Authorization Form shall be considered the original form if a printed or digital confirmation of the facsimile transmission is available.
- G. Within three (3) business days of the time indicated on the form, the licensed Class AA wrecker service shall request the Oklahoma Tax Commission or other appropriate motor license agent to furnish the name and address of the current owner of and any lienholder upon the vehicle. The Tax Commission or appropriate motor license agent shall respond in person or by certified mail to the licensed Class AA wrecker service within five (5) business days from the receipt of the request for information. The Department and the Oklahoma Tax Commission shall render assistance to ascertain ownership, if needed. The licensed Class AA wrecker service shall, within seven (7) days from receipt of the requested information from the Oklahoma Tax Commission or other motor license agent, send a notice of the location of the vehicle by certified mail, postage prepaid, at the addresses furnished, to the owner

and any lienholder of the vehicle. The owner or lienholder may regain possession of the vehicle in accordance with rules of the Department upon payment of the licensed Class AA wrecker services, costs of certified mailing and the reasonable cost of towing and storage of the vehicle. If the licensed Class AA wrecker service has not complied with the notification procedures required by this subsection, the owner or lienholder shall not be required to pay for storage of the vehicle.

H. No licensed Class AA wrecker service or operator of a licensed Class AA wrecker service shall tow or cause to be towed a vehicle pursuant to this section until the form furnished by the Department has been appropriately completed by the parties as required by rules of the Department.

47 O.S. § 72-955 Towing of Vehicle from Roadway – Grounds

- A. Any officer of the Department of Public Safety or any other political subdivision of this state is hereby authorized to cause to be towed any vehicle found upon public roads, highways, streets, turnpikes, private parking lots accessible to the public, other public places or upon any private road, street, alley or lane which provides access to one or more single-family or multifamily dwellings when:
1. Report has been made that the vehicle has been stolen or taken without the consent of its owner;
 2. The officer has reason to believe the vehicle has been abandoned as defined in [47 O.S. § 71-901](#) and [47 O.S. § 71-902](#);
 3. The person driving or in control of the vehicle is arrested for an alleged offense for which the officer is required by law to take the person arrested or summoned before a proper magistrate without unnecessary delay;
 4. At the scene of an accident, when the owner or driver is not in a position to take charge of the vehicle and direct or request its proper removal;
 5. The officer has probable cause that the person operating the vehicle has not been granted driving privileges or that the driving privileges of the person are currently suspended, revoked, canceled, denied, or disqualified;
 6. The officer has probable cause that the vehicle has been used in the commission of a felony offense and the officer has obtained a search warrant authorizing the search and seizure of the vehicle;
 7. The officer has probable cause that the vehicle is not insured as required by the Compulsory Insurance Law of this state; or
 8. The vehicle is involved in a fatal motor vehicle collision and is needed for evidentiary purposes. No vehicle shall be released after impoundment unless the owner provides to the storing facility proof of valid insurance or an affidavit of nonuse on the roadway, or in the event of a release request from an insurer or the representative of the insurer who has accepted liability for the vehicle, no such proof of insurance or affidavit of nonuse on the roadway shall be required.
- B. A licensed wrecker operator is not liable for damage to a vehicle, vessel, or cargo that obstructs the normal movement of traffic or creates a hazard to traffic and is removed in compliance with the request of a law enforcement officer, unless there is failure to exercise reasonable care in the performance of the act or for conduct that is willful or malicious.
- C. Each officer of the Department shall use the services of the licensed wrecker operator whose location is nearest to the vehicle to be towed in all instances in subsection A of this section. The requests for services may be alternated or rotated among all licensed wrecker operators who are located within a reasonable radius of each other. In like manner, the officer shall advise any person requesting information as to the availability of a wrecker or towing service, the name of the nearest licensed wrecker operator, giving equal consideration to all licensed wrecker operators located within a

reasonable radius of each other. In cities of less than fifty thousand (50,000) population, all licensed wrecker operators located near or in the city limits of such cities shall be considered as being equal distance and shall be called on an equal basis as nearly as possible. In counties bordering other states, if the officer deems safety and time considerations warrant, the officer may call a wrecker or towing service that is not on the rotation log.

- D. Any officer of the Department who has been requested by a person in need of wrecker or towing service to call a specific wrecker or towing service for such person, and who calls a different wrecker or towing service other than the one requested, without the consent of the person, except where hazardous conditions exist, shall be suspended from the Department, without compensation, for a period of thirty (30) days, except in instances where a vehicle is removed from the roadway under the authority of paragraphs 3, 4 and 6 of subsection A of this section.
- E. Operators conducting a tow under this section shall release all personal property within the vehicle to an insurer or representative of the insurer who has accepted liability for the vehicle, or to any person upon proof of ownership of the vehicle and an Oklahoma driver license or other state or federally issued photo identification. Upon release of personal property to an insurer or representative of the insurer, wrecker operators shall be exempt from all liability and shall be held harmless for any losses or claims of loss. Personal property shall include everything in a vehicle except the vehicle, the attached or installed equipment, vehicle keys or devices to start and unlock the vehicle, and the spare tire and tools to change the tire. Interlock devices may be removed pursuant to [47 O.S. § 11-902A](#). If release of personal property occurs during normal business hours as prescribed by the Corporation Commission, it shall be at no cost to the registered owner or the owner prior to the repossession. Afterhours fees may be assessed as prescribed by this Chapter or by the Corporation Commission, when the release of property is made after the prescribed normal business hours.
- F. The operator of a wrecker or towing service may request a person offering proof of ownership of personal property and any interlock device to execute a form provided by the operator exempting the operator from liability for such release.

47 O.S. § 72-956 Gifts Prohibited – Financial Interest of Officers

- A. No operator, employee, or contractor of a wrecker or towing service or of a person or business that derives any business or income from a wrecker or towing service shall offer, and no officer or employee of the Corporation Commission, Department of Public Safety or any political subdivision of the state shall accept, directly or indirectly, any compensation, gift, loan, favor or service given for the purpose of influencing the officer or employee in the discharge of official duties of the person.
- B. Except as provided in subsection C of this section, no officer of the Commission, Department or any law enforcement officer of any political subdivision of the state shall have any interest, financial or otherwise, in a wrecker or towing service, or with a person or in a business that derives business or income from a wrecker or towing service, nor shall a wrecker or towing service or a person or business that derives any business or income from a wrecker or towing service employ such officer.
- C. An officer of the Commission, Department or a law enforcement officer of any political subdivision may have an interest, financial or otherwise, in or may be employed by a wrecker or towing service when the sole purpose and only business of the wrecker or towing service is to perform repossessions of vehicles which are subject to lien and are being repossessed by the lien holder of record.

47 O.S. § 72-957 Independent Employment of Wrecker or Towing Services

The provisions of 47 O.S. § 72-951 et seq. shall not preclude any person from employing or contracting with any wrecker or towing service of his own choice, except where hazardous conditions exist.

47 O.S. § 72-958 Violations and Penalties

Violation of any provision of 47 O.S. § 72-951 et seq. or any regulation promulgated pursuant hereto shall constitute a misdemeanor, and any person, upon conviction therefor, shall be punished by a fine of not less than One Hundred Dollars (\$100.00) or imprisonment for not more than thirty (30) days in the county jail, or both such fine and imprisonment.

47 O.S. § 72-961 – Misdemeanor

It shall be unlawful and constitute a misdemeanor offense for any person, firm, corporation or association to charge, directly or indirectly, any wrecker service operator any fee or other compensation for referral of service calls to such operator.

47 O.S. § 72-962 Possessory Lien – Foreclosure – Collection of Wrecker or Towing Fees

- A. Every person legally entitled to compensation for the removal or storage of any vehicle subject to registration, which vehicle's removal has been authorized by any public agency, has a lien on the vehicle, dependent on possession. The lien is deemed to arise on the date of possession of the vehicle. Any person perfecting a lien under this section shall foreclose this lien according to the provisions for sale under 47 O.S. § 71-908 through 47 O.S. § 71-911.
- B. Every owner of such vehicle towed or stored pursuant to 47 O.S. § 72-955 shall be responsible for the total amount of the debt for services rendered.
- C. Any wrecker or towing service is authorized to collect from the owner, lienholder that seeks possession of a vehicle under a security interest, agent, or insurer accepting liability for paying the claim for a vehicle or purchasing the vehicle as a total loss vehicle, the fee authorized by 47 O.S. § 71-904.

47 O.S. § 72-964 Report of Vehicles Parked or Stored More Than 30 Days

Whenever a vehicle that is subject to registration in this state has been stored, parked or left in a garage, trailer park, or any type of storage or parking lot for a period of thirty (30) days, the owner of the garage, trailer park or lot shall, within five (5) days after the expiration of that period, report the make, motor and serial number of the vehicle to the Department of Public Safety. Provided, these provisions shall not apply where arrangements have been made for continuous storage or parking by the owner of the motor vehicle so parked or stored, and where the owner of said motor vehicle so parked or stored is personally known to the owner or operator of the garage, trailer park, storage or parking lot. Any person who fails to report a vehicle as required under this section shall forfeit all claims for storage of the vehicle, and shall be subject to a fine not to exceed Twenty-five Dollars (\$25.00), and each day's failure to make a report as required by this section shall constitute a separate offense.

47 O.S. § 72-965 Notification to Law Enforcement of Location of Vehicle Towed at Lien Holder's Request

Any wrecker or towing service that repossesses a vehicle at the request of the lien holder of record shall, within two (2) hours of the time the vehicle is repossessed, notify either the local law enforcement authority or sheriff's office of the county where the vehicle was located. The wrecker or towing service operator shall furnish the law enforcement agency with information concerning the tow including, but not limited to, a description of the vehicle, the physical address or approximate location of where the vehicle was repossessed,

the name of the owner of the vehicle and the name of the lien holder of the vehicle. The wrecker or towing service operator shall further be required to provide to the law enforcement agency the name, address and business telephone number of the wrecker or towing service provider.

47 O.S. § 72-966 Wrecker Vehicles and Wrecker or Towing Services – Nonconsensual Towing Act of 2011

– Authority of Corporation Commission

- A. This act shall be known and may be cited as the “Nonconsensual Towing Act of 2011”.
- B. The provisions of this act shall apply to every wrecker operating within the State of Oklahoma removing and storing vehicles from Oklahoma roads and highways or private property as a result of a nonconsensual tow.
- C. The Corporation Commission, by Commission order, shall have the power and authority necessary:
 1. To establish wrecker rates for the transportation and storage of motor vehicles removed due to a nonconsensual tow from Oklahoma roads and highways or private property;
 2. To supervise and enforce such rates; and
 3. To mediate and adjudicate complaints that may arise from charges assessed as a result of such vehicle removal.
- D. Rates as specified in [47 O.S. § 72-953.1](#) & [47 O.S. § 72-953.2](#) shall remain in effect until rates are established by order of the Commission.
- E. Rates established by the Commission shall be fair and reasonable.
- F. The Commission may assess fines or other penalties to any wrecker or towing service for failure to comply with prescribed rates as established by the Commission, failure to pay a levied assessment or comply with any applicable order of the Commission. Repeat violations by a wrecker or towing service are cause for revocation of its license issued by the Department of Public Safety.
- G. The Department shall cooperate with the Commission to implement this act and may enter into agreements to facilitate this act.

47 O.S. § 72-967 Wrecker Vehicles and Wrecker or Towing Services – Nonconsensual Towing Act of 2011

– Assessment of Annual Fees to be Paid by Licensed Wrecker or Towing Services

- A. The Corporation Commission is hereby authorized to assess a fee upon each wrecker or towing service licensed by the Department of Public Safety and placed upon an official rotation log, as specified in [47 O.S. § 72-952](#), to perform nonconsensual tows.
- B. Each wrecker or towing service shall pay the assessment, levied pursuant to this section, on an annual basis.
- C. The assessment shall be predicated upon the number of wrecker or towing vehicles utilized by the wrecker or towing service to conduct its Department-licensed operations.
- D. Commencing with assessments made after June 30, 2017, failing to pay the wrecker or towing services assessment by the due date established by the Corporation Commission shall result in an additional penalty of twenty-five percent (25%) per vehicle. The Transportation Division Director, or designee, may waive the penalty for good cause shown. Failure to pay the assessment and penalty within thirty (30) days of the notice of penalty issued by the Corporation Commission shall result in revocation of the wrecker or towing license issued by the Department.
- E. Beginning fiscal year 2013, the Legislature shall establish budgetary limits for the Commission to fulfill the duties of the Nonconsensual Towing Act of 2011. The total assessments levied pursuant to this section shall not exceed the amount of the budgetary limits and indirect costs for related support

functions established by the Legislature for any fiscal year. Annual budgetary limits shall stay in effect unless superseded by action of the Legislature.

47 O.S. § 72-968 Wrecker Vehicles and Wrecker or Towing Services – Nonconsensual Towing Act of 2011 – Appointment of Unclassified Employees by the Corporation Commission

The Corporation Commission is authorized to appoint unclassified employees to perform the duties and responsibilities associated with the Nonconsensual Towing Act of 2011.

CHAPTER 1 WORDS AND PHRASES DEFINED

47 O.S. § 1-181 Transporter

Every person engaged in the business of delivering vehicles of a type required to be registered hereunder from a manufacturing, assembling or distributing plant to dealers or sales agents of a manufacturer or from the place of business of a dealer, sales agent or auto auction to a place of business of the same or another dealer, sales agent or auto auction.

CHAPTER 4 ANTITHEFT LAWS

47 O.S. § 4-105 Stolen, Converted, Recovered and Unclaimed Vehicles

- C. An operator of a place of business for garaging, repairing, parking or storing vehicles for the public, in which a vehicle remains unclaimed for a period of thirty (30) days, shall, within five (5) days after the expiration of that period, report the vehicle as unclaimed to the Department. Such report shall be on a form prescribed by the Department.
- A vehicle left by its owner whose name and address are known to the operator or employee of the operator is not considered unclaimed. A person who fails to report a vehicle as unclaimed in accordance with this subsection forfeits all claims and liens for its garaging, parking or storing and is guilty of a misdemeanor punishable by a fine or not more than Twenty-five Dollars (\$25.00) for each day the failure to report continues.
- D. The Department shall maintain and appropriately index cumulative public records of stolen, converted, recovered and unclaimed vehicles reported to it pursuant to this section. The Department may make and distribute weekly lists of such vehicles so reported to it to peace officers upon request without fee and to others for the fee, if any, the Department prescribes.
- E. Any peace officer who has reason to believe or upon receiving information that a motor vehicle has been stolen shall have and is hereby vested with authority to confiscate and hold such vehicle until satisfactory proof of ownership is established. Provided, any vehicle that is towed by a licensed wrecker operator pursuant to the provisions of 47 O.S. § 72-954A, shall be returned to the licensed wrecker operator prior to any other claim or assertion of ownership.

CHAPTER 11 RULES OF THE ROAD

47 O.S. § 11-314 Passing Stationary Emergency Vehicles

- A. The driver of a motor vehicle, upon approaching a stationary authorized emergency vehicle, a Department of Transportation maintenance vehicle, a Turnpike Authority Maintenance vehicle, or a licensed Class AA wrecker that is displaying a flashing combination red or blue light or any combination of red or blue lights, shall:

1. If traveling on a highway that consists of two or more lanes that carry traffic in the same direction of travel as that of the driver, the driver shall proceed with due caution and shall, if possible and with due regard to the road, weather, and traffic conditions, change lanes into a lane that is not adjacent to the stationary authorized emergency vehicle, a Department of Transportation maintenance vehicle, a Turnpike Authority maintenance vehicle, or licensed Class AA wrecker, or if the driver is not able to change lanes or if to do so would be unsafe, the driver shall proceed with due caution and reduce the speed of the motor vehicle to a safe speed for the existing road, weather, and traffic conditions; and
 2. If traveling on a highway other than a highway described in paragraph 1 of this subsection, the driver shall proceed with due caution and reduce the speed of the motor vehicle to a safe speed for the existing road, weather, and traffic conditions.
- B. This section does not relieve the operator of a stationary authorized emergency vehicle, a Department of Transportation maintenance vehicle, a Turnpike Authority maintenance vehicle, or licensed Class AA wrecker from the consequences of reckless disregard for the safety of all persons and property upon the highway.

47 O.S. § 11-605 Signals by Hand and Arm or Signal Lamps

- (a) Any stop or turn signal when required herein shall be given either by means of the hand and arm or by signal lamps, except as otherwise provided in paragraph (b).
- (b) Any motor vehicle in use on a highway shall be equipped with, and required signal shall be given by, signal lamps when the distance from the center of the top of the steering post to the left outside limit of the body, cab or load of such motor vehicle exceeds twenty-four (24) inches, or when the distance from the center of the top of the steering post to the rear limit of the body or load thereof exceeds fourteen (14) feet. The latter measurement shall apply to any single vehicle, also to any combination of vehicles.

47 O.S. § 11-902a Allowing Use of Motor Vehicle without Ignition Interlock Device Effective 11/1/2017

A. No person shall knowingly authorize or permit a motor vehicle owned or under the control of that person which is not equipped with an ignition interlock device to be driven upon any street or highway of this state by any person who is required to have an ignition interlock device installed upon the vehicle of that person. A violation of this subsection shall be a misdemeanor and shall be punishable by a fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment in the county jail for not more than six (6) months, or by both such fine and imprisonment.

B. No person shall willfully attempt to interfere in any way with the intended and proper functioning of an ignition interlock device installed in a vehicle as required by law, or intentionally fail to return an ignition interlock device when it is no longer required in the vehicle or upon request by the owner of the device. A violation of this subsection shall be a misdemeanor and shall be punishable by a fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment in the county jail for not more than six (6) months or by both such fine and imprisonment.

C. No person granted permission to drive a motor vehicle on the condition of installation of an ignition interlock device shall drive any vehicle that is not equipped with an ignition interlock device unless driving a vehicle of an employer in accordance with [Section 754.1](#) or subsection A of [Section 6-212.3](#) of this title. A violation of this subsection shall be a misdemeanor and shall be punishable by a fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment in the county jail for not more than six (6) months, or by both such fine and imprisonment.

D. The court shall require, as a condition of any bond, the installation of an ignition interlock device, approved by the Board of Tests for Alcohol and Drug Influence, on any vehicle operated by the defendant charged with a second or subsequent offense under [Section 11-902](#) of this title. The period of time for which the ignition interlock device is required to be installed pursuant to this section shall not be credited toward any time period for which an ignition interlock device is required to be installed pursuant to [Section 6-205.1](#) of this title. The period of time for which the ignition interlock device is required to be installed pursuant to this section shall be credited toward any time period for which ignition interlock device installation is required under the Impaired Driver Accountability Program. If the person charged successfully completes the Impaired Driver Accountability Program before a plea or verdict in their criminal case, the court may remove the ignition interlock device requirement from the bond.

47 O.S. § 11-1007 Parking Areas for Physically Disabled Persons – Violations and Penalties

1. It shall be unlawful for any person to place or park a motor vehicle in any parking space that is designated and posted as a reserved area for the parking of a motor vehicle operated by or transporting a physically disabled person unless such person has applied for and been issued a detachable placard indicating physical disability under the provisions of [47 O.S. § 15-112](#), and such placard is displayed as provided in [47 O.S. § 15-112](#) or in rules adopted pursuant thereto, or has applied for and been issued a physically disabled license plate pursuant to the provisions of [47 O.S. § 74-1135.1](#) or [47 O.S. § 74-1135.2](#), and such license plate is displayed pursuant to the provisions of the Oklahoma Vehicle License and Registration Act.
2. It shall also be unlawful for any person to place or park a motor vehicle, whether with or without a physically disabled placard or plate, in any disabled parking space access aisle, wheelchair ramp, wheelchair loading/unloading area or any portion thereof.

A.

1. Violation of these provisions shall be a misdemeanor and upon conviction the person shall be fined Five Hundred Dollars (\$500.00). Provided, any person cited for a first offense of a violation of this section who has displayed a placard which has expired pursuant to paragraph 4 or 5 of [47 O.S. § 15-112\(D\)](#) shall be entitled to dismissal of such charge and shall not be required to pay the fine or court costs if the person presents to the court within thirty (30) days of the issuance of the citation a notice from the Department of Public Safety that the person has obtained a valid placard pursuant to the provisions of [47 O.S. § 15-112\(D\)](#). Fines collected pursuant to this section shall be distributed as follows:
 - a. Eighty percent (80%) to the general fund of the municipality in which the citation was issued, subject to the provisions of [47 O.S. § 15-115\(C\)](#), and
 - b. Twenty percent (20%) to a dedicated fund established by the Department of Public Safety for the development, implementation and maintenance of a system for the enforcement of the disability parking provisions of this title.
2. In addition, vehicles unlawfully parked in violation of these provisions shall be subject to immediate tow by a licensed tow truck operator at the request of the landowner or a duly appointed agent of the landowner, at the request of any person unable to lawfully gain access to or move their vehicle, at the request of any person unable to lawfully gain access to the area blocked by the unlawfully parked vehicle, or at the request of appropriate law enforcement personnel. The owner of any vehicle unlawfully parked in violation of these provisions shall pay any and all reasonable and necessary costs associated with towing and storage of the vehicle.

- B. Upon the accumulation of the total necessary funds in the Department of Public Safety Revolving Fund pursuant to subsection B of this section, the Department of Public Safety shall develop, implement, deploy and administer a database which identifies all persons to whom disabled parking permits have been issued. The database shall be available twenty-four (24) hours a day to any person authorized by statute to enforce disabled parking laws of this state, in order to verify the validity of a disabled parking permit and the person to whom it is issued.

47 O.S. § 11-1110 Putting Glass, etc., on Highway Prohibited

- A. No person shall throw or deposit upon any highway any glass bottle, glass, nails, tacks, wire, cans or any other substances likely to injure any person, animal or vehicle upon such highway.
- B. Any person who drops, or permits to be dropped or thrown, upon any highway any destructive or injurious material shall immediately remove the same or cause it to be removed.
- C. Any person removing a wrecked or damaged vehicle from a highway, highway right-of-way or any other location as the result of an accident shall remove any glass or other injurious substance dropped upon the highway or highway right-of-way or other location from such vehicle. The owner or insurer of the owner of the vehicle if the owner's insurance policy provides coverage for such expense, shall be responsible for the cost of removal of the vehicle and the glass or other injurious substance and any vehicle storage fees. The cost of the removal of the vehicle and any storage fees shall be the same as established by the Corporation Commission for nonconsensual tows.
- D. No person shall throw any substance at a standing vehicle or any occupant thereof, nor shall any person throw any substance at a person on or adjacent to a highway.

CHAPTER 12 EQUIPMENT OF VEHICLES

47 O.S. § 12-204 Tail Lamps

- A. Every motor vehicle, trailer, semitrailer and pole trailer, and any vehicle which is being drawn at the end of a combination of vehicles, shall be equipped with at least two tail lamps mounted on the rear, on the same level and as widely spaced laterally as practicable which, when lighted, shall emit a red light visible from a distance of one thousand (1,000) feet to the rear; provided that, in the case of a combination of vehicles, only the tail lamp on the rearmost vehicle need actually be seen from the distance specified.
- B. Every tail lamp upon every vehicle shall be located at a height of not more than seventy-two (72) inches nor less than fifteen (15) inches.
- C. Any tail lamps shall be lighted whenever the clearance lamps and:
1. Headlamps;
 2. Combination of headlamps and auxiliary driving lamps, as defined in [47 O.S. § 12-217](#); or
 3. Fog lamps, as defined in [47 O.S. § 12-217](#), are lighted.

47 O.S. § 12-218.1 Flashing Lights on Wreckers and Tow Vehicles

Flashing red or blue lights or a combination of flashing red and blue lights may be used on Class AA wreckers or wrecker support vehicles at the scene of an emergency.

Any licensed Class AA wrecker or wrecker support vehicle may be equipped with a lamp displaying an amber light, visible from a distance of not less than five hundred (500) feet to the front of the vehicle or from a distance of not less than five hundred (500) feet to the rear of the vehicle. Such lamp shall only be used when

leaving the scene of a tow service call and for the purpose of warning the operators of other vehicles to exercise care in approaching, overtaking or passing such vehicle.

47 O.S. § 12-227 Special Restriction on Lamps

- A. Any lighted lamp or illuminating device upon a motor vehicle, other than headlamps, spot lamps, auxiliary driving lamps, flashing turn signals, vehicular hazard warning lamps, authorized emergency vehicle lamps, snow removal and construction and maintenance vehicle warning lamps, and school bus and church bus warning lamps, which projects a beam of light of an intensity greater than three hundred (300) candlepower shall be so directed that no part of the high intensity portion of the beam will strike the level of the roadway on which the vehicle stands at a distance of more than seventy-five (75) feet from the vehicle.
- B. Except as provided in [47 O.S. § 12-218](#), [47 O.S. § 12-218.1](#), [47 O.S. § 12-228](#) and [47 O.S. § 12-229](#), no person shall drive or move any vehicle or equipment upon any highway with any lamp or device thereon displaying or capable of displaying a red or blue light visible from directly in front of the center thereof.
- C. Flashing lights are prohibited except on:
 - 1. An authorized emergency vehicle, as provided in [47 O.S. § 12-218](#);
 - 2. A school bus or a church bus, as provided in [47 O.S. § 12-228](#);
 - 3. Any snow-removal and construction, and maintenance equipment, as provided in [47 O.S. § 12-229](#);
 - 4. A wrecker or tow vehicle while at the scene of an emergency or loading or unloading a vehicle in close proximity to traffic as needed for safety precautions or as a means of indicating the presence of a vehicular traffic hazard requiring unusual care in approaching, overtaking or passing, as provided in [47 O.S. § 12-218.1](#);
 - 5. Any vehicle as a means of indicating a right or left turn, as provided in [47 O.S. § 12-206.1](#) and [47 O.S. § 12-606](#);
 - 6. Any vehicle as means of indicating the presence of a vehicular traffic hazard requiring unusual care in approaching, overtaking or passing, as provided in [47 O.S. § 12-220](#);
 - 7. Any vehicle displaying side marker lamps which flash in conjunction with turn signal lamps or vehicle hazard warning lamps, as provided in [47 O.S. § 12-220](#);
 - 8. A farm tractor or an implement of husbandry, as provided in [47 O.S. § 12-215](#); or
 - 9. Any vehicle used while performing official duties as a rural or contract route mail carrier of the United States Postal Service, as provided in [47 O.S. § 12-218.2](#).
- D. Blue lights are prohibited except as allowed in [47 O.S. § 12-218](#), [47 O.S. § 12-218.1](#), and [47 O.S. § 12-229](#).
- E. Any person violating the provisions of subsection B, C or D of this section shall, upon conviction, be guilty of a misdemeanor punishable by imprisonment in the county jail not exceeding six (6) months, or by a fine not exceeding Two Thousand Dollars (\$2,000.00), or by both such fine and imprisonment.

47 O.S. § 12-405.1 Coupling Devices – Stay Chains, Cables or other Safety Devices

- A. Every trailer, semitrailer, manufactured home, or towed motor vehicle shall be equipped with a coupling device which shall be designed, constructed, and used so that the trailer, semitrailer, manufactured home, or towed motor vehicle will follow substantially in the path of the vehicle drawing it without whipping or swerving from side to side. In addition, every such trailer, semitrailer, manufactured home,

or towed motor vehicle, except a semitrailer drawn by a truck-tractor type designed to draw or support the front end of a semitrailer, shall be coupled with:

1. Stay chains or cables to the vehicle by which it is being drawn, which chains or cable shall be of sufficient size and strength to prevent parting from the drawing vehicle, should the regular coupling device break or become otherwise disengaged; or
 2. Chains, cables or a safety device which provides strength, security of attachment and directional stability equal to or greater than that provided by safety chains and which prevent parting from the drawing vehicle should the regular coupling device break or otherwise become disengaged. The safety device shall be designed, constructed, and installed so that if the coupling device fails or becomes disconnected the coupling device will not drop to the ground.
- B. Nothing in this section shall be construed as excepting commercial vehicles subject to the provisions of [49 CFR § 393.70](#) & [49 CFR § 393.71](#), Coupling Devices and Towing Methods, from complying with the provisions thereof.
- C. No person shall tow any vehicle by sole use of a chain, cable, ropes, or any combination thereof.

47 O.S. § 12-407 Certain Vehicles to Be Equipped with Flares and other Emergency Equipment

- A. No person shall operate any truck, bus, truck-tractor, or any drive-away, tow-away operation upon any highway at any time unless such vehicle is equipped with emergency equipment, including, but not limited to, reflectors, flares, fusees, flags, and fire extinguishers, as provided by [49 CFR § 393.95](#). This section shall not apply to lightweight vehicles.
- B. Every bus which is licensed for the express purpose of transporting persons for hire shall have at least one hand axe and one metal heavy-duty, ten-unit size, first-aid kit.

CHAPTER 14 SIZE, WEIGHT AND LOAD

47 O.S. § 14-109 Single-axle Load Limit – Gross Weight Vehicle and Load – Exemption – Annual Special Overload Permit – Exceptions – Utility or Refuse Collection Vehicles

- A. On any interstate highway:
1. No single axle weight shall exceed twenty thousand (20,000) pounds; and
 2. The total gross weight in pounds imposed thereon by a vehicle or combination of vehicles shall not exceed the value calculated in accordance with the Federal Bridge formula imposed by 23 U.S.C., Section 127.
- B.
1. Except as to gross limits, the formula of this section shall not apply to a truck-tractor and dump semitrailer when used as a combination unit. In no event shall the maximum load in pounds carried by any set of tandem axles exceed thirty-four thousand (34,000) pounds. Any vehicle operating with split tandem axles or tri-axles shall adhere to the formula.
 2. For vehicles operating under special permits as provided in this title:
 - a. dual wheels shall be required for any vehicle moving loads between twenty-two thousand (22,000) and twenty-three thousand (23,000) pounds, and
 - b. a minimum weight capacity rating of twenty thousand (20,000) pounds shall be required for the steering axle of any vehicle moving loads greater than twenty-three thousand (23,000) pounds.
- C. Except for loads moving under special permits as provided in this title, no department or agency of this state or any county, city, or public entity thereof shall pay for any material that exceeds the legal weight limits moving in interstate or intrastate commerce in excess of the legal load limits of this state.

D.

1. An annual special overload permit may be purchased for vehicles transporting rock, sand, gravel, coal, flour, timber, pulpwood, and chips in their natural state, oil field fluids, oil field equipment or equipment used in oil and gas well drilling or exploration, and vehicles transporting grain, fertilizer, cottonseed, cotton, livestock, peanuts, canola, sunflowers, soybeans, feed, any other raw agricultural products, and any other unprocessed agricultural products, if the following conditions are met:
 - a. the vehicles are registered for the maximum allowable rate,
 - b. the vehicles do not exceed five percent (5%) of the gross limits set forth in subsection A of this section,
 - c. the vehicles do not exceed eight percent (8%) of the axle limits set forth in subsection A of this section,
 - d. no component of the vehicles exceeds the manufacturer's component weight rating as shown on the vehicle certification label or tag, and
 - e. the vehicles operating pursuant to the provisions of this paragraph will not be allowed to operate on the National System of Interstate and Defense Highways.
2. Vehicles operating pursuant to this section must register for the maximum allowable rate and additionally shall purchase a nontransferable annual special overload permit from the Department of Public Safety for a fee of Three Hundred Fifty Dollars (\$350.00). All monies collected shall be deposited to the credit of the Highway Construction and Maintenance Fund.

E.

1. Oversize or overweight vehicles used for specialized transportation if the maximum weight does not exceed twenty-three thousand (23,000) pounds on any single axle or forty-six thousand (46,000) pounds on any tandem axle; and:
 - a. the width of the transport vehicle or trailer exceeds twelve (12) feet in width, or
 - b. the overall gross vehicle weight meets or exceeds three hundred thousand (300,000) pounds, originates or terminates at the Tulsa Port of Catoosa, and the trip is confined within a thirty-mile radius of the Port.
2. Permit fees for oversize or overweight vehicles used for specialized transportation shall be in accordance with subsection A of [Section 14-116 of Title 47](#).
3. Vehicles operating pursuant to the provisions of this paragraph will not be allowed to operate on the National System of Interstate and Defense Highways.

F. Exceptions to this section will be:

1. Utility or refuse collection vehicles used by counties, cities, or towns or by private companies contracted by counties, cities, or towns if the following conditions are met:
 - a. calculation of weight for a utility or refuse collection vehicle shall be "Gross Vehicle Weight". The "Gross Vehicle Weight" of a utility or refuse collection vehicle may not exceed the otherwise applicable weight by more than fifteen percent (15%). The weight on individual axles must not exceed the manufacturer's component rating which includes axle, suspension, wheels, rims, brakes, and tires as shown on the vehicle certification label or tag, and
 - b. utility or refuse collection vehicles operated under these exceptions will not be allowed to operate on interstate highways;
2. A combination of a wrecker or tow vehicle and another vehicle or vehicle combination if:
 - a. the service provided by the wrecker or tow vehicle is needed to remove disabled, abandoned, or accident-damaged vehicles, and
 - b. the wrecker or tow vehicle is towing the other vehicle or vehicle combination directly to the nearest authorized place of repair, terminal, or vehicle storage facility; and

Attachment B

Vehicles operating pursuant to the provisions of this paragraph will not be allowed to operate on the National System of Interstate and Defense Highways.

- G.
1. Any vehicle utilizing an auxiliary power or idle reduction technology unit in order to promote reduction of fuel use and emissions because of engine idling shall be allowed an additional four hundred (400) pounds total to the total gross weight limits set by this section.
 2. To be eligible for the exception provided in this subsection, the operator of the vehicle must obtain written proof or certification of the weight of the auxiliary power or idle reduction technology unit and be able to demonstrate or certify that the idle reduction technology is fully functional.
 3. Written proof or certification of the weight of the auxiliary power or idle reduction technology unit must be available to law enforcement officers if the vehicle is found in violation of applicable weight laws. The additional weight allowed cannot exceed four hundred (400) pounds or the actual proven or certified weight of the unit, whichever is less.
- H. On the Interstate Highway System, a vehicle carrying fluid milk products shall be considered a load that cannot be easily dismantled or divided, or “nondivisible”.
- I. Utility, refuse collection vehicles or a combination of a wrecker or tow vehicle as described in paragraph 2 of subsection E of this section operating under exceptions shall purchase an annual special overload permit from the Department of Public Safety for One Hundred Dollars (\$100.00). All monies collected shall be deposited to the credit of the Highway Construction and Maintenance Fund.
- J. For purposes of this section, "utility vehicle" shall mean any truck used by a private utility company, county, city, or town for the purpose of installing or maintaining electric, water, or sewer systems.

47 O.S. § 74-1134.3 Requirements of Wrecker or Towing Service Operations

- A. Each operator of a wrecker or towing service licensed pursuant to [47 O.S. § 72-951](#) through [47 O.S. § 72-957](#) operating a wrecker, wrecker vehicle, combination wrecker, combination wrecker vehicle, or any other motor vehicle which:
1. Is required to be registered in this state pursuant to the Oklahoma Vehicle License and Registration Act¹ except for any vehicle which is properly registered on a proportional basis pursuant to [47 O.S. § 74-1120](#) of this title; and;
 2. Is used primarily for towing other motor vehicles shall register such vehicle in accordance with this section.
- B. The Oklahoma Tax Commission shall design an appropriate license plate for all wrecker vehicles registered pursuant to this section. Such license plates shall be permanent in nature and shall be designed in such manner as to remain with the vehicle for the duration of the vehicle’s life span or until the title is transferred or the vehicle is no longer used for the purposes specified in [47 O.S. § 72-951](#) through [47 O.S. § 72-957](#) of this title.
- C. When registering the vehicle, a person shall be required to submit to the Oklahoma Tax Commission or a motor license agent a copy of the license issued pursuant to law to operate a wrecker or towing service. In addition, a security verification form as required pursuant to [47 O.S. § 7-601.1](#) and [47 O.S. § 7-602](#) of this title shall be presented clearly setting forth on the face of such verification the vehicle identification number (VIN) of the vehicle being registered.
- D. The owner of any wrecker or towing vehicle not properly registered pursuant to this section or the Oklahoma Vehicle License and Registration Act shall be immediately notified in writing by the Tax Commission, and such owner shall be subject to any penalties and fines imposed by law for improper

TITLE 42 LIENS
CHAPTER 2 PERSONAL PROPERTY FOR WORK THEREON

42 O.S. § 2-91 Lien on Certain Personal Property for Service Thereon—Foreclosure – Notice—Purchaser – Unpaid Checks – Repossession

A.

1.
 - a. This section applies to every vehicle, all-terrain vehicle, utility vehicle, manufactured home, motorcycle, boat, outboard motor, or trailer that has a certificate of title issued by the Oklahoma Tax Commission or by a federally recognized Indian tribe in the State of Oklahoma, except as otherwise provided in subsection D of this section. This section does not apply to farm equipment as defined in [42 O.S. § 2-91.2](#). The items of personal property to which this section applies are collectively referred to as "Section 91 Personal Property". If personal property is apparently covered both by this section and by [42 O.S. § 6-191](#) through [42 O.S. § 6-200](#) the procedures set out in this section shall apply instead of [42 O.S. § 6-191](#) through [42 O.S. § 6-200](#).
 - b. Salvage pools as defined in [47 O.S. § 591.2](#) and class AA licensed wrecker services taking possession of a vehicle pursuant to an agreement with or at the direction of, or dispatched by, a state or local law enforcement or government agency, or pursuant to the abandoned vehicle renewal provisions of [47 O.S. § 72-954A](#), shall not be subject to the provisions of this section, but shall be subject to the provisions of [42 O.S. § 2-91A](#). Unless otherwise provided by this subparagraph, class AA licensed wrecker services performing consensual tows shall be subject to the provisions of this section.
2. Any person who, while lawfully in possession of an article of Section 91 Personal Property, renders any service to the owner thereof by furnishing storage, rental space, material, labor or skill for the protection, improvement, safekeeping, towing, right to occupy space, storage or carriage thereof, has a special lien thereon, dependent on possession, for the compensation, if any, which is due to such person from the owner for such service.
3. This special lien shall be subordinate to any perfected security interest unless the claimant complies with the requirements of this section. Failure to comply with any requirements of this section shall result in denial of any title application and cause the special lien to be subordinate to any perfected lien. Upon such denial, the applicant shall be entitled to one resubmission of the title application within fifteen (15) business days of receipt of the denial, and proceed to comply with the requirements of this section. "Failure to comply" includes, but is not limited to:
 - a. Failure to timely provide additional documentation supporting or verifying any entry on submitted forms as requested by the Tax Commission, including but not limited to, United States Postal Service proof of return receipt requested such as [Form 3811](#) or United States Postal Service electronic equivalent,
 - b. Failure to provide the documentation supporting lawful possession as defined in [42 O.S. § 2-91](#) (H-3),
 - c. Claimant or the agent being other than the individual who provided the service giving rise to the special lien, as in [42 O.S. § 2-91](#) (A-2),
 - d. Claimant not being in possession of the vehicle,
 - e. Notice of lien not filed in accordance with paragraph 4 of this subsection, or

- f. Foreclosure notification and proceedings not accomplished in accordance with [42 O.S. § 2-91 \(A-6\)](#).
4. Any person claiming the special lien provided in [42 O.S. § 2-91 \(A-2\)](#) shall mail a notice of such lien, no later than sixty (60) days after the first services are rendered, by regular, first class United States mail, and by certified mail, return receipt requested, to all interested parties who reside at separate locations. (If services provided are pursuant to a contract primarily for the purpose of storage or rental of space, the beginning date of the sixty-day period provided in the previous sentence shall be the first day of the first period or partial period for which rental or storage charges remain unpaid.) The notice shall be in writing and shall contain, but not be limited to, the following:
 - a. A statement that the notice is a notice of a possessory lien,
 - b. The complete legal name, physical and mailing address, and telephone number of the claimant,
 - c. The complete legal name, physical and mailing address of the person who requested that the claimant render service to the owner by furnishing material, labor or skill, storage, or rental space, or the date the property was abandoned if the claimant did not render any other service,
 - d. A description of the article of personal property, including a photograph if the property is Section 91 Personal Property, and the complete physical and mailing address of the location of the article of personal property,
 - e. An itemized statement describing the date or dates the labor or services were performed and material furnished, and the charges claimed for each item, the totals of which shall equal the total compensation claimed,
 - f. A statement by the claimant that the materials, labor or skill furnished, or arrangement for storage or rental of space, was authorized by the owner of the personal property and was in fact provided or performed, and written proof of authority to perform the work, labor or service, or that the property was abandoned by the owner if the claimant did not render any other service, and that storage or rental fees will accrue as allowed by law, and
 - g. The signature of the claimant which shall be notarized and, if applicable, the signature of the claimant's attorney. If the claimant is a business, then the name of the contact person representing the business must be shown. In place of an original signature and notary seal, a digital or electronic signature or seal shall be accepted.
5. For services rendered or vehicles abandoned on or after November 1, 2005, storage charges or charges for rental of space (unless agreed to by contract as part of an overall transaction or arrangement that was primarily for the purpose of storage of the Section 91 Personal Property or rental of space) may only be assessed beginning with the day that the Notice of Possessory Lien is mailed as evidenced by certified mail. Provided, however, in the case of contractual charges incurred for storage or rental of space in an overall transaction primarily for the purpose of storage or rental, charges subject to the special lien may only be assessed beginning with a date not more than sixty (60) days prior to the day that the Notice of Possessory Lien is mailed, and shall accrue only at the regular periodic rate for storage or rental as provided in the contract, adjusted for partial periods of storage or rental. The maximum allowable compensation for storage shall not exceed the fees established by the Corporation Commission for nonconsensual tows.
6. The lien may be foreclosed by a sale of such personal property upon the notice and in the manner following: The notice of sale shall be in writing and shall contain, but not be limited to:
 - a. A statement that the notice is a Notice of Sale,

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- b. The names of all interested parties known to the claimant,
 - c. A description of the property to be sold, including a photograph if the property is Section 91 Personal Property and if the condition of such property has materially changed since the mailing of Notice of Possessory Lien required pursuant to [42 O.S. § 2-91](#) (4),
 - d. A notarized statement of the nature of the work, labor or service performed, material furnished, or storage or rental of space, and the date thereof, and the name of the person who authorized the work, labor or service performed, or the storage or rental arrangement, and written proof of authority to perform the work, labor or service, or that the property was abandoned if the claimant did not render any other service,
 - e. The date, time and exact physical location of sale,
 - f. The name, complete physical address, mailing address and telephone number of the party foreclosing such lien. If the claimant is a business, then the name of the contact person representing the business must be shown. In place of an original signature and notary seal, a digital or electronic signature or seal shall be accepted, and
 - g. Itemized charges which shall equal the total compensation claimed.
7. Such notice of sale shall be posted in two public places in the county where the property is to be sold at least ten (10) days before the time therein specified for such sale, and a copy of the notice shall be mailed to all interested parties at their last-known post office address, by regular, first class United States mail and by certified mail, return receipt requested, at least ten (10) days before the date of the sale. If the item of personal property is a manufactured home, notice shall also be sent by certified mail to the county treasurer and to the county assessor of the county where the manufactured home is located.
 8. Interested parties shall include all owners of the article of personal property as indicated by the certificate of title issued by the Tax Commission or by a federally recognized Indian tribe in the State of Oklahoma; lien debtors, if any, other than the owners; any lienholder whose lien is noted on the face of the certificate of title; and any other person having any interest in the article of personal property, of whom the claimant has actual notice.
 9. Any interested party shall be permitted to inspect and verify the services rendered by the claimant prior to the sale of the article of personal property during normal business hours. The lienholder shall be allowed to retrieve the Section 91 Personal Property without being required to bring the title into the lienholder's name, if the lienholder provides proof it is a lienholder and any payment due the claimant for lawful charges where the claimant has complied with the requirements of this section. Upon the release of personal property to an insurer or representative of the insurer, wrecker operators shall be exempt from all liability and shall be held harmless for any losses or claims of loss.
 10. The claimant or any other person may in good faith become a purchaser of the property sold.
 11. Proceedings for foreclosure under this act shall be commenced no sooner than ten (10) days and no later than thirty (30) days after the Notice of Possessory Lien has been mailed as evidenced by certified mail. The date actually sold shall be within sixty (60) days from the date of the Notice of Sale as evidenced by certified mail.

B.

1.

- a. Any person who is induced by means of a check or other form of written order for immediate payment of money to deliver up possession of an article of personal property on which the person has a special lien created by [42 O.S. § 2-91](#) (A), which check or other written order is dishonored, or is not paid when presented, shall have a lien for the amount thereof upon the personal property.
- b. The person claiming such lien shall, within thirty (30) days from the date of dishonor of the check or other written order for payment of money, file in the office of the county clerk of the county in which the property is situated a sworn statement that:
 - (1) The check or other written order for immediate payment of money, copy thereof being attached, was received for labor, material or supplies for producing or repairing an article of personal property, or for other specific property-related services covered by this section,
 - (2) The check or other written order was not paid, and
 - (3) The uttering of the check or other written order constituted the means for inducing the person, one possessed of a special lien created by [42 O.S. § 2-91](#) (A) upon the described article of personal property, to deliver up the said article of personal property.

2.

- a. Any person who renders service to the owner of an article of personal property by furnishing storage, rental space, material, labor, or skill for the protection, improvement, safekeeping, towing, right to occupy space, storage, or carriage thereof shall have a special lien on such property pursuant to this section if such property is removed from the person's possession, without such person's written consent or without payment for such service.
- b. The person claiming such lien shall, within five (5) days of such non-authorized removal, file in the office of the county clerk of the county in which the property is located, a sworn statement including:
 - (1) That services were rendered on or in relation to the article of personal property by the person claiming such lien,
 - (2) That the property was in the possession of the person claiming the lien but such property was removed without his or her written consent,
 - (3) An identifying description of the article of personal property on which the service was rendered, and
 - (4) That the debt for the services rendered on or in relation to the article of personal property was not paid. Provided, if the unpaid total amount of the debt for services rendered on or in relation to the article of personal property is unknown, an approximated amount of the debt due and owing shall be included in the sworn statement but such approximated debt may be amended within thirty (30) days of such filing to reflect the actual amount of the debt due and owing.

3. The enforcement of the lien shall be within sixty (60) days after filing the lien in the manner provided by law for enforcing the lien of a security agreement and provided that the lien shall not affect the rights of innocent, intervening purchasers without notice.

- C. If the person who renders service to the owner of an article of personal property to which this section applies relinquishes or loses possession of the article due to circumstances described in [42 O.S. § 2-91](#) (B-1-a) or [42 O.S. § 2-91](#) (B-2-a), the person claiming the lien shall be entitled to possession of the article until the amount due is paid, unless the article is possessed by a person who became a bona fide purchaser. Entitlement to possession shall be in accordance with the following:
1. The claimant may take possession of an article pursuant to this subsection only if the person obligated under the contract for services has signed an acknowledgement of receipt of a notice that the article may be subject to repossession. The notice and acknowledgement pursuant to this subsection shall be:
 - a. In writing and separate from the written contract for services, or
 - b. Printed on the written contract for services, credit agreement or other document which displays the notice in bold-faced, capitalized and underlined type, or is separated from surrounding written material so as to be conspicuous with a separate signature line;
 2. The claimant may require the person obligated under the contract for services to pay the costs of repossession as a condition for reclaiming the article only to the extent of the reasonable fair market value of the services required to take possession of the article;
 3. The claimant shall not transfer to a third party or to a person who performs repossession services, a check, money order, or credit card transaction that is received as payment for services with respect to an article and that is returned to the claimant because of insufficient funds or no funds, because the person writing the check, issuing the money order, or credit cardholder has no account or because the check, money order, or credit card account has been closed. A person violating this paragraph shall be guilty of a misdemeanor; and
 4. An article that is repossessed pursuant to this subsection shall be promptly delivered to the location where the services were performed. The article shall remain at the services location at all times until the article is lawfully returned to the record owner or a lienholder or is disposed of pursuant to this section.
- D.
1. If a vehicle, all-terrain vehicle, utility vehicle, manufactured home, motorcycle, boat, outboard motor, or trailer has a certificate of title issued by the Tax Commission or by a federally recognized Indian tribe in the State of Oklahoma, but there is no active lien recorded on the certificate of title, [42 O.S. § 2-91A](#) will apply instead of this section. Likewise, if there is an active lien recorded on the certificate of title but the lien is over fifteen (15) years old and the property is not a manufactured home, [42 O.S. § 2-91A](#) will apply instead of this section.
 2. If personal property that otherwise would be covered by this section has been registered by the Tax Commission or by a federally recognized Indian tribe in the State of Oklahoma, and there is a lien of record but no certificate of title has been issued, [42 O.S. § 2-91A](#) will apply instead of this section.
 3. If personal property otherwise would be covered by this section, but the services were rendered or the property was abandoned prior to November 1, 2005, [42 O.S. § 2-91A](#) will apply instead of this section.
- E. A person who knowingly makes a false statement of a material fact regarding the furnishing of storage, rental space, material, labor or skill for the protection, improvement, safekeeping, towing, right to occupy space, storage or carriage thereof in a proceeding under this section, or attempts to use or uses

the provisions of this section to foreclose an owner or lienholder's interest in a vehicle knowing that any of the statements made in the proceeding are false, upon conviction, shall be guilty of a felony.

- F. Upon receipt of notice of legal proceedings, the Tax Commission shall cause the sale process to be put on hold until notice of resolution of court proceedings is received from the court. If such notice of commencement of court proceedings is not filed with the Tax Commission, the possessory lien sale process may continue.
- G. No possessory lien sale shall be held on a Sunday.
- H. For purposes of this section:
 - 1. "Possession" includes actual possession and constructive possession; and
 - 2. "Constructive possession" means possession by a person who, although not in actual possession, does not have an intention to abandon property, knowingly has both power and the intention at a given time to exercise dominion or control over the property, and who holds claim to such thing by virtue of some legal right; and
 - a. "Lawfully in possession" means a person has documentation from the owner or the owner's authorized agent, or an insurance company or its authorized agent, authorizing the furnishing of material, labor or storage, or that the property was authorized to be towed to a repair facility. If the person lacks such documentation, he or she shall not be lawfully in possession of the Section 91 Personal Property and shall not be entitled to a special lien as set forth in this section;
 - 3. "Itemized charges" means total parts, total labor, total towing fees, total storage fees, total processing fees and totals of any other fee groups, the sum total of which shall equal the compensation claimed.
- I. For purposes of this section, the United States Postal Service approved electronic equivalent of proof of return receipt requested [Form 3811](#) shall satisfy return receipt requested documentation requirements.
- J. If a person claiming a special lien pursuant to this section fails to comply with any of the requirements of this section, any interested party may proceed against the person claiming such lien for all damages arising therefrom, including conversion, if the article of personal property has been sold. If the notice or notices required by this section shall be shown to be knowingly false or fraudulent, the interested party shall be entitled to treble damages. The prevailing party shall be entitled to all costs, including reasonable attorney fees.
- K. This section shall apply to all actions or proceedings that commence on or after the effective date of this act.

42 O.S. § 2-91A Lien on Personal Property for Furnishing Certain Services to Owner – Foreclosure – Notice – Purchasers – Effective 11/1/2017

- A.
 - 1.
 - a. This section applies to all types of personal property other than:
 - (1) farm equipment as defined in [Section 91.2](#) of this title, and
 - (2) "Section 91 Personal Property" as defined in [Section 91](#) of this title.
 - b. This section applies to any vehicle, all-terrain vehicle, utility vehicle, manufactured home, motorcycle, boat, outboard motor, or trailer that is excluded from coverage under subsection A of [Section 91](#) of this title because the personal property:
 - (1) does not have a certificate of title,
 - (2) has a certificate of title but does not have an active lien recorded on the certificate of title,

(3) has a certificate of title that is not issued by the Oklahoma Tax Commission or by a federally recognized Indian tribe in the State of Oklahoma, or

(4) is otherwise excluded by subparagraph b of paragraph 1 of subsection A of [Section 91](#) of this title or subsection D of [Section 91](#) of this title.

c. If personal property has a certificate of title, or would be required to have a certificate of title under Oklahoma law, and is apparently covered both by this section and by [Sections 191](#) through [200](#) of this title, the procedures set out in this section shall apply instead of [Sections 191](#) through [200](#) of this title. If personal property without a certificate of title and not required to be titled under Oklahoma law is covered both by this section and [Sections 191](#) through [200](#) of this title, the procedures set out in [Sections 191](#) through [200](#) of this title shall apply instead of this section.

2.

a. Any person who, while lawfully in possession of an article of personal property to which this section applies, renders any service to the owner thereof by furnishing storage, rental space, material, labor or skill for the protection, improvement, safekeeping, towing, right to occupy space, storage or carriage thereof, has a special lien thereon, dependent on possession, for the compensation, if any, which is due to such person from the owner for such service. Charges owed under a contract primarily for the purpose of storage or rental of space shall be accrued only at the regular periodic rate for storage or rental as provided in the contract, adjusted for partial periods of storage or rental.

b. Except for Class AA licensed wrecker towing charges, the special lien shall be subordinate to any perfected security interest unless the claimant complies with the requirements of this section. Failure to comply with any requirements of this section shall result in denial of any title application and cause the special lien to be subordinate to any perfected lien. Upon such denial, the applicant shall be entitled to one resubmission of the title application within thirty (30) business days of receipt of the denial, and proceed to comply with the requirements of this section. "Failure to comply" includes, but is not limited to:

(1) failure to timely provide additional documentation supporting or verifying any entry on submitted forms as requested by the Tax Commission,

(2) failure to provide the documentation supporting lawful possession as outlined in paragraph 3 of subsection H of this section,

(3) claimant being other than the individual who provided the service giving rise to the special lien, as in subparagraph a of this paragraph,

(4) claimant not being in possession of the vehicle, or

(5) notification and proceedings not accomplished in accordance with subparagraph c of this paragraph, and paragraph 3 of this subsection.

c. Any person claiming a lien under this section shall request, within five (5) business days of performing any service or work on the property, the Tax Commission or other appropriate license agency to furnish the name and address of the current owner of and any lienholder upon the property. The Motor Vehicle Division of the Tax Commission or appropriate license agency shall respond in person or by mail to the lien claimant within ten (10) business days of the receipt of the request for information. The Tax Commission shall render assistance to ascertain ownership, if needed. The lien claimant shall send, within seven (7) business days of receipt of the requested information from the Oklahoma Tax Commission or other license agency, a notice of the location of the property by certified mail with return receipt requested, postage prepaid, to the owner and any

lienholder of the vehicle at the addresses furnished. The lien claimant may charge Twenty Dollars (\$20.00) for processing plus the cost of postage if the notice is timely sent pursuant to the requirements of this subparagraph in addition to fees regulated by the Oklahoma Corporation Commission for licensed wreckers. If the lien claimant is unable to meet the time requirements due to a lack of or an altered vehicle identification number on the property, the lien claimant shall proceed diligently to obtain the proper vehicle identification number and shall meet the time requirements on the notice once the vehicle identification number is known. If the lien claimant is required to send additional notices because of change of ownership or lienholder after it has timely complied with the requirements of this subparagraph, the lien claimant shall remain in compliance if such additional notices are sent within the required time periods from the date of discovery of the new owners or lienholders. The notice shall be in writing and shall contain, but not be limited to, the following:

- (1) a statement that the notice is a Notice of Possessory Lien,
- (2) the complete legal name, physical and mailing address, and telephone number of the claimant,
- (3) the complete legal name, physical and mailing address of the person who requested that the claimant render service to the owner by furnishing material, labor or skill, storage, or rental space, or the date the property was abandoned if the claimant did not render any other service,
- (4) a description of the article of personal property, and the complete physical and mailing address of the location of the article of personal property,
- (5) the nature of the work, labor or service performed, material furnished, or the storage or rental arrangement, and the date thereof, and written proof of authority to perform the work, labor or service provided that, in the case of a law enforcement directed tow, the logbook entry prescribed in OAC 595:25-5-5 or the tow ticket as defined by the Corporation Commission shall serve as written proof of authority,
- (6) the signature of the claimant which shall be notarized and, if applicable, the signature of the claimant's attorney. If the claimant is a business, the name of the contact person representing the business shall be shown. In place of an original signature and notary seal, a digital or electronic signature or seal shall be accepted, and
- (7) an itemized statement describing the date or dates the labor or services were performed and material furnished and the charges claimed for each item, the totals of which shall equal the total compensation claimed.

The lien claimant shall not be required to send the notice required in this subparagraph if the property is released to an interested party before the notice is mailed and no additional charges or fees continue to accrue. If a law enforcement agency has the property towed to a law enforcement facility, the person claiming a lien under this section shall not be required to send notice until the property is released by law enforcement to the claimant or the date which claimant starts charging storage, whichever is earlier. A lien claimant shall have an extension of ten (10) business days to send the notice required in this subparagraph if a state of emergency has been declared in the county in which the property is located.

- d. Subparagraphs b and c of this paragraph shall not apply to salvage pools as defined in [Section 591.2 of Title 47](#) of the Oklahoma Statutes.

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3. The lien may be foreclosed by a sale of such personal property upon the notice and in the manner following: The notice shall be in writing and shall contain, but not be limited to:
 - a. the names of the owner and any other known party or parties who may claim any interest in the property,
 - b. a description of the property to be sold, including a visual inspection or a photograph if the property is a motor vehicle, and the physical location of the property,
 - c. the nature of the work, labor or service performed, material furnished, or the storage or rental arrangement, and the date thereof, and written proof of authority to perform the work, labor or service provided. In the case of a law enforcement directed tow, the logbook entry prescribed in OAC 595:25-5-5 or the tow ticket as defined by the Corporation Commission, shall serve as written proof of authority,
 - d. the time and place of sale,
 - e. the name, telephone number, physical address and mailing address of the claimant, and agent or attorney, if any, foreclosing such lien. If the claimant is a business, then the name of the contact person representing the business must be shown. In place of an original signature and notary seal, a digital or electronic signature or seal shall be accepted, and
 - f. itemized charges which shall equal the total compensation claimed.
4.
 - a. Such Notice of Sale shall be posted in two public places in the county where the property is to be sold at least ten (10) days before the time therein specified for such sale, and a copy of the notice shall be mailed to the owner and any other party claiming any interest in the property, if known, at their last-known post office address, by certified mail, return receipt requested, at least ten (10) days before the time therein specified for such sale. If the item of personal property is a manufactured home, notice shall also be sent by certified mail to the county treasurer and to the county assessor of the county where the manufactured home is located.
 - b. In the case of any item of personal property without a certificate of title and not required to be titled under Oklahoma law, a party who claims any interest in the property shall include all owners of the property; any secured party who has an active financing statement on file with the county clerk of Oklahoma County listing one or more owners of the property by legal name as debtors and indicating a collateral description that would include the property; and any other person having any interest in the personal property, of whom the claimant has actual notice.
 - c. In the case of personal property subject to this section for which a certificate of title has been issued by any jurisdiction, a party who claims any interest in the property shall include all owners of the article of personal property as indicated by the certificate of title; lien debtors, if any, other than the owners; any lienholder whose lien is noted on the face of the certificate of title; and any other person having any interest in the article of personal property, of whom the claimant has actual notice.
 - d. When the jurisdiction of titling for a vehicle, all-terrain vehicle, motorcycle, boat, outboard motor, or trailer that is five (5) model years old or newer, or a manufactured home that is fifteen (15) model years old or newer, cannot be determined by ordinary means, the claimant, the agent of the claimant, or the attorney of the claimant, shall request, in writing, that the Oklahoma Tax Commission Motor Vehicle Division ascertain the jurisdiction where the vehicle or manufactured home is titled. The Oklahoma Tax Commission Motor Vehicle Division shall, within fourteen (14) days from the date the request is received, provide information as to the jurisdiction where the personal property is

titled. If the Oklahoma Tax Commission Motor Vehicle Division is unable to provide the information, it shall provide notice that the record is not available.

- e. When personal property is of a type that Oklahoma law requires to be titled, the owner of record of that property is unknown, and the jurisdiction of titling and owner of record cannot be determined by ordinary means and also, if applicable, cannot be determined in accordance with the preceding subparagraph, then the special lien may be foreclosed by publication of a legal notice in a legal newspaper in the county where the personal property is located, as defined in [Section 106 of Title 25](#) of the Oklahoma Statutes. Such notice shall include the description of the property by year, make, vehicle identification number if available from the property, the name of the individual who may be contacted for information, and the telephone number of that person or the address where the vehicle is located. The legal notice shall be published once per week for three (3) consecutive weeks. As soon as circumstances exist as described in the first sentence of this subparagraph, the first date of publication may occur even if the special lien has not accrued for over thirty (30) days. The first date available for public sale of the vehicle is the day following publication of the final notice, but no fewer than thirty (30) days after the lien has accrued. When the owner of record is unknown, the Notice of Sale nevertheless must be completed and mailed to any known interested party by certified mail. For purposes of this paragraph, interested parties shall include all persons described in subparagraph b or subparagraph c of this paragraph, whichever is applicable, with the exception of any owner who is unknown. Except in circumstances described in paragraph 7 of this subsection that provide for a shorter time period, the Notice of Sale shall be posted in two public places in the county where the property is to be sold at least ten (10) days before the time therein specified for such sale, and the Notice of Sale shall not be mailed until at least thirty (30) days after the lien has accrued.
5. The lienor or any other person may in good faith become a purchaser of the property sold.
6. Proceedings for foreclosure under this act shall not be commenced until thirty (30) days after the lien has accrued, except as provided elsewhere in Oklahoma law.
7. Notwithstanding any other provision of law, proceedings for foreclosures for the storage of junk vehicles towed and stored pursuant to [Section 955 of Title 47](#) of the Oklahoma Statutes by Class AA wreckers listed with the Motor Vehicle Division of the Department of Public Safety, may be commenced five (5) days after the lien has accrued. For purposes of this paragraph, "junk vehicles" means any vehicle that is more than ten (10) years old if the cost of a comparable vehicle would be less than Three Hundred Dollars (\$300.00) as quoted in the latest edition of the National Automobile Dealers Association Official Used Car Guide or latest monthly edition of any other nationally recognized published guidebook, adjusting to the condition of the vehicle.

B.

1.
 - a. Any person who is induced by means of a check or other form of written order for immediate payment of money to deliver up possession of an article of personal property on which the person has a special lien created by subsection A of this section, which check or other written order is dishonored, or is not paid when presented, shall have a lien for the amount thereof upon the personal property.

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- b. The person claiming such lien shall, within thirty (30) days from the date of dishonor of the check or other written order for payment of money, file in the office of the county clerk of the county in which the property is situated a sworn statement that:
 - (1) the check or other written order for immediate payment of money, copy thereof being attached, was received for labor, material or supplies for producing or repairing an article of personal property, or for other specific property-related services covered by this section,
 - (2) the check or other written order was not paid, and
 - (3) the uttering of the check or other written order constituted the means for inducing the person, one possessed of a special lien created by subsection A of this section upon the described article of personal property, to deliver up the article of personal property.
- 2.
- a. Any person who renders service to the owner of an article of personal property by furnishing storage, rental space, material, labor, or skill for the protection, improvement, safekeeping, towing, right to occupy space, storage, or carriage thereof shall have a special lien on such property pursuant to this section if such property is removed from the person's possession, without such person's written consent or without payment for such service.
 - b. The person claiming such lien shall, within five (5) days of such non-authorized removal, file in the office of the county clerk of the county in which the property is located, a sworn statement including:
 - (1) that services were rendered on or in relation to the article of personal property by the person claiming such lien,
 - (2) that the property was in the possession of the person claiming the lien but such property was removed without his or her written consent,
 - (3) an identifying description of the article of personal property on or in relation to which the service was rendered, and
 - (4) that the debt for the services rendered on or in relation to the article of personal property was not paid. Provided, if the unpaid total amount of the debt for services rendered on or in relation to the article of personal property is unknown, an approximated amount of the debt due and owing shall be included in the sworn statement but such approximated debt may be amended within thirty (30) days of such filing to reflect the actual amount of the debt due and owing.
3. The enforcement of the lien shall be within sixty (60) days after filing the lien in the manner provided by law for enforcing the lien of a security agreement and provided that the lien shall not affect the rights of innocent, intervening purchasers without notice.
- C. If the person who renders service to the owner of an article of personal property to which this section applies relinquishes or loses possession of the article due to circumstances described in subparagraph a of paragraph 1 or subparagraph a of paragraph 2 of subsection B of this section, the person claiming the lien shall be entitled to possession of the article until the amount due is paid, unless the article is possessed by a person who became a bona fide purchaser. Entitlement to possession shall be in accordance with the following:
1. The claimant may take possession of an article pursuant to this subsection only if the person obligated under the contract for services has signed an acknowledgment of receipt of a notice that the article may be subject to repossession. The notice and acknowledgment pursuant to this subsection shall be:
 - a. in writing and separate from the written contract for services, or

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- b. printed on the written contract for services, credit agreement or other document which displays the notice in bold-faced, capitalized and underlined type, or is separated from surrounding written material so as to be conspicuous with a separate signature line;
2. The claimant may require the person obligated under the contract for services to pay the costs of repossession as a condition for reclaiming the article only to the extent of the reasonable fair market value of the services required to take possession of the article;
3. The claimant shall not transfer to a third party or to a person who performs repossession services, a check, money order, or credit card transaction that is received as payment for services with respect to an article and that is returned to the claimant because of insufficient funds or no funds, because the person writing the check, issuing the money order, or credit cardholder has no account or because the check, money order, or credit card account has been closed. A person violating this paragraph shall be guilty of a misdemeanor; and
4. An article that is repossessed pursuant to this subsection shall be promptly delivered to the location where the services were performed. The article shall remain at the services location at all times until the article is lawfully returned to the record owner or a lienholder or is disposed of pursuant to this section.

D.

1. This section applies if a vehicle, all-terrain vehicle, manufactured home, motorcycle, boat, outboard motor, or trailer has a certificate of title issued by the Tax Commission or by a federally recognized Indian tribe in Oklahoma, but there is no active lien recorded on the certificate of title.
2. This section applies if a vehicle, all-terrain vehicle, utility vehicle, motorcycle, boat, outboard motor or trailer has a certificate of title issued by the Tax Commission or by a federally recognized Indian tribe in Oklahoma, and there is an active lien recorded on the certificate of title, but the lien is over fifteen (15) years old.
3. This section applies if personal property to which [Section 91](#) of this title otherwise would apply has been registered by the Tax Commission or by a federally recognized Indian tribe in the State of Oklahoma, and there is a lien of record but no certificate of title has been issued.
4. This section applies if personal property to which [Section 91](#) of this title otherwise would apply has not been registered by either the Tax Commission or a federally recognized Indian tribe in the State of Oklahoma, and no certificate of title has been issued, but there is a lien of record.
5. This section applies to personal property that otherwise would be covered by [Section 91](#) of this title, except that the services were rendered or the property was abandoned prior to November 1, 2005.
6. This section applies to a vehicle, all-terrain vehicle, utility vehicle, manufactured home, motorcycle, boat, outboard motor, or trailer for which ownership cannot be determined by ordinary means or by the Oklahoma Tax Commission Motor Vehicle Division, as provided in subparagraphs d and e of paragraph 4 of subsection A of this section, as applicable.
7. This section applies to items of personal property that are not required by Oklahoma law to be titled, and that do not have a certificate of title.
8. This section applies to salvage pools as defined in [Section 591.2 of Title 47](#) of the Oklahoma Statutes.
9. This section applies to class AA licensed wrecker services taking possession of a vehicle pursuant to an agreement with, or at the direction of, or dispatched by a state or local law enforcement or government agency, or pursuant to the abandoned vehicle removal provisions of [Section 954A of Title 47](#) of the Oklahoma Statutes with respect to all types of personal property, regardless of whether that personal property has a certificate of title.

10. For a vehicle abandoned at a salvage pool, if the cost of repairing the vehicle for safe operation on the highway does not exceed sixty percent (60%) of the fair market value of the vehicle as defined in [Section 1111 of Title 47](#) of the Oklahoma Statutes, a salvage title shall not be required.
- E. A person who knowingly makes a false statement of a material fact regarding the furnishing of storage, rental space, material, labor or skill for the protection, improvement, safekeeping, towing, right to occupy space, storage or carriage thereof in a proceeding under this section, or attempts to use or uses the provisions of this section to foreclose an owner or lienholder's interest in a vehicle knowing that any of the statements made in the proceeding are false, upon conviction, shall be guilty of a felony.
- F. Upon receipt of notice of legal proceedings, the Tax Commission shall cause the sale process to be put on hold until notice of resolution of court proceedings is received from the court. If such notice of commencement of court proceedings is not filed with the Tax Commission, the possessory lien sale process may continue.
- G. No possessory lien sale shall be held on a Sunday.
- H. For purposes of this section:
1. "Possession" includes actual possession and constructive possession;
 2. "Constructive possession" means possession by a person who, although not in actual possession, does not have an intention to abandon property, knowingly has both power and the intention at a given time to exercise dominion or control over the property, and who holds claim to such thing by virtue of some legal right;
 3. "Lawfully in possession" means a person has documentation from the owner or the owner's authorized agent, or an insurance company or its authorized agent, authorizing the furnishing of material, labor or storage, or that the property was authorized to be towed to a repair facility.

Class AA wrecker services taking possession of a vehicle pursuant to an agreement with, or at the direction of, or dispatched by, a state or local law enforcement or government agency, or pursuant to the abandoned vehicle removal provisions of [Section 954A of Title 47](#) of the Oklahoma Statutes, shall be considered lawfully in possession of the vehicle. If the person lacks such documentation, the procedures established by this section shall not apply; and

4. "Itemized charges" means total parts, total labor, total towing fees, total storage fees, total processing fees and totals of any other fee groups, the sum total of which shall equal the compensation claimed.
- I. For purposes of this section, the United States Postal Service approved electronic equivalent of proof of return receipt requested Form 3811 shall satisfy return receipt requested documentation requirements.
- J. If a person claiming a special lien pursuant to this section fails to comply with any of the requirements of this section, any interested party may proceed against the person claiming such lien for all damages arising therefrom, including conversion, if the article of personal property has been sold. If the notice or notices required by this section shall be shown to be knowingly false or fraudulent, the interested party shall be entitled to treble damages. The prevailing party shall be entitled to all costs, including reasonable attorney fees.
- K. Any interested party shall be permitted to visually inspect and verify the services rendered by the claimant prior to the sale of the article of property during normal business hours. If the claimant fails to allow any interested party to inspect the property, the interested party shall mail a request for inspection by certified mail, return receipt requested, to the claimant. Within three (3) business days of receipt of the request for inspection, the claimant shall mail a photograph of the property, by certified mail, return receipt requested,

Attachment B

and a date of inspection within five (5) business days from the date of the notice to inspect. The lienholder shall be allowed to retrieve the property without being required to bring the title into the lienholder's name, if the lienholder provides proof it is a lienholder and any payment due the claimant for lawful charges where the claimant has complied with this section. Upon the release of personal property to an insurer or representative of the insurer, wrecker operators shall be exempt from all liability and shall be held harmless for any losses or claims of loss. In the event any law enforcement agency places a hold on the property, the party wanting to inspect or photograph the property shall obtain permission from the law enforcement agency that placed the hold on the property before inspecting or photographing.

L. This section shall apply to all actions or proceedings that commence on or after the effective date of this act.

**TITLE 63 PUBLIC HEALTH AND SAFETY
CHAPTER 70 OKLAHOMA VESSEL AND MOTOR REGISTRATION ACT**

63 O.S. § 70-4002 Definitions

34. "Vessel" means every device, other than a canoe, paddleboat or seaplane on the water, used or capable of being used as a means of transportation on water, including but not limited to personal watercraft; and

CHAPTER 72 BOATING SAFETY

63 O.S. § 72-4217 Abandonment of Vessel – Removal

- A. It shall be unlawful to abandon a vessel on the waters of this state or other public property. Any officer of the Department of Public Safety or any other law enforcement agency shall deem a vessel abandoned and shall have authority to remove or direct the removal of a vessel when found upon any portion of the waters of this state or other public property, if, after a period of forty-eight (48) hours, there is no evidence of an apparent owner who intends to remove the vessel. Any law enforcement officer prior to removing such vessel shall attempt to notify the owner of such vessel if the vessel has an identification number registered in this state or if the name and address of the owner is attached to such vessel.
- B. If such officer has reasonable cause to believe a vessel has been abandoned in a location which would be hazardous to the free flow of traffic or would be highly susceptible to damage from vandalism or other harm, he shall have authority to remove or direct the removal of the vessel immediately. At the time of ordering the removal of an abandoned vessel, the authorizing officer shall also determine the sale value of the vessel and certify that amount on the removal order.
- C. Any officer of the Department of Public Safety is hereby authorized to cause to be removed any vessel found upon the waters of this state or any other public property when:
1. Report has been made that such vessel has been stolen or taken without the consent of its owner;
 2. The officer has reason to believe the vessel has been abandoned as defined in this section;
 3. The person operating or in control of such vessel is arrested for an alleged offense for which the officer is required by law to take the person arrested or summoned before a proper magistrate without unnecessary delay;
 4. At the scene of an accident, when the owner or operator is not in a position to take charge of his vessel and direct or request proper removal; or
 5. When a vessel and/or motor registration is thirty (30) days past the date of expiration. Such officer may ensure the safe removal of said vessel by use of a trailer.

63 O.S. § 72-4217.1 Abandoned Vessels – Notice of Removal

Any officer who has removed or directed the removal of any vessel, or an authorized person in the employing agency of the officer, shall within seventy-two (72) hours of the removal notify the Department of Public Safety of the removal. The notice of removal shall contain the name and address of the owner, if known, the make, model, vessel identification number, registration number, date stored, place stored and the estimated value. Upon receipt of such notice of removal, the Department of Public Safety shall promptly request the Oklahoma Tax Commission or other appropriate registering jurisdiction to furnish the name and address of the owner of and any lienholder on the vessel and must within five (5) days from receipt of the requested information send a notice to the owner and any lienholder by regular mail, postage prepaid, at the addresses furnished by the Tax Commission or registering jurisdiction, of the location of the vessel. This section shall not be construed to

create any civil liability upon the state, any agency of the state or employee thereof for failure to provide notice to the owner or lienholder.

63 O.S. § 72-4217.2 Abandoned Vessels – Contest of Removal or Storage – Hearing

A. After the removal or storage of any abandoned or wrecked vessel at the request of a public agency, the registered or legal owner of the vessel, or their agent, may contest the validity of the removal or storage, by filing a written request for a hearing with the public agency. The written request may be filed before or after the vessel is retrieved from the storage operator. The public agency shall not be required to conduct a hearing if the request is received more than ten (10) days following actual or constructive notice to the owner or driver of the vessel that the vessel has been so removed or stored. A hearing shall be scheduled within seventy-two (72) hours of the request, excluding weekends and holidays. The public agency may authorize its own officer or employee to conduct the hearing, so long as the hearing officer is not the same person who directed the removal or storage of the vessel. The public agency may, with the consent of the person requesting the hearing, schedule the hearing by telephone and conduct the hearing on the merits by telephone conference call.

The hearing officer shall apply the law to the evidence and make a determination whether the vessel removal and storage was justified. If deemed unjustified, the public agency shall bear the cost of hookup and tow mileage, and the operator shall waive all storage costs in such cases as a condition of eligibility to respond to a service call request from a public agency. The vessel owner or agent shall not be charged any type of fee or costs relating to impoundment or storage in such case. If the tow and storage is deemed justified, the owner or agent shall bear the cost of reasonable tow and storage.

- B. Failure of either the registered or legal owner, or their agent, to timely request or to timely appear for a scheduled hearing shall satisfy the hearing requirement of this section.
- C. The hearing conducted by the public agency pursuant to this section shall not be governed by the Administrative Procedures Act¹. The owner of a stored vessel may, either in lieu of such hearing or after such hearing, file a petition in the district court of the county wherein the vessel is stored. The district court is vested with original jurisdiction to conduct a de novo hearing and determine the validity of removal and storage.
- D. The provisions of this section shall not apply to the removal of vessels pursuant to [47 O.S. § 72-954A](#).

¹ [75 O.S. § 8-250](#) et seq.

63 O.S. § 72-4217.3 Abandoned Vessels – Regaining Possession

The owner of a vessel or lienholder of the vessel abandoned in violation of [63 O.S. § 4217](#), or the owner of any vessel or lienholder of the vessel or insurer of a vessel when the insurer has purchased the vessel as a total loss vessel from the registered owner which shall have been lawfully removed from any waters of this state or other public property may regain possession of the vessel in accordance with rules of the Department of Public Safety upon payment of the reasonable cost of removal and storage of the vessel. The cost of removal and storage shall be paid to the wrecker or towing service. An operator shall release the vessel from storage upon authorization from the owner, agent or lienholder of the vessel or, in the case of a total loss, the insurer of the vessel where the vessel is to be moved to an insurance pool yard for sale.

63 O.S. § 72-4217.4 Abandoned Vessels – Lien-Foreclosure by Sale – Notice – Application of Proceeds

- A. Every person lawfully in possession of an abandoned vessel shall have a special lien thereon for the compensation due from the owner of such abandoned vessel for all expenses incurred.

- B. The lien may be foreclosed by a sale of such abandoned vessel upon giving notice and in the following manner. The notice shall contain:
1. The name of the party bringing action and the name of the owner or any person claiming any interest therein;
 2. A full description of the vessel, giving all available information as to the make, year, serial number, registration decal number with year and the state from which the registration was issued;
 3. A full statement of all the facts;
 4. The amount of the claim, giving a full description of the work, labor, storage or any other costs involved; and
 5. The date, time and place of the sale.

The notice shall be posted in three public places in the county in which the vessel is to be sold at least ten (10) days before the time specified therein for such sale, and a copy of said notice shall be mailed to the owner and any other person claiming any interest in the abandoned motor vehicle, at their last-known mailing address, by registered mail on the same date of posting said notice.

- C. Proceedings for such sale under this section shall not be commenced until ten (10) days after the lien has accrued.
- D. A return of such sale shall be made at the time of sale and proof of posting and mailing of the notice of sale of abandoned vessel.
- E. The proceeds from the sale of an abandoned vessel made pursuant to [63 O.S. § 72-4217.4\(B\)](#) shall be applied in the following order:
1. To the reasonable cost incurred in the sale of the abandoned vessel;
 2. To the satisfaction of the special lien provided for in [63 O.S. § 72-4217.4\(A\)](#);
 3. To the satisfaction of any indebtedness secured by a subordinate security interest or lien in the vessel; and
 4. To the owner, if the owner is known and if the owner or the address of the owner is not known, to the Oklahoma Tax Commission to be remitted to the State Treasurer and deposited in the General Revenue Fund.

[63 O.S. § 72-4218](#) Violations – Penalties

- A. Except as otherwise provided by the provisions of this section, any person violating the provisions of the Oklahoma Boating Safety Regulation Act for which another penalty is not provided, upon conviction thereof, shall be guilty of a misdemeanor and shall be subject to a fine not to exceed Fifty Dollars (\$50.00) for each such violation.
- B. Any person who violates [63 O.S. § 4213](#) for which another penalty is not provided, upon conviction thereof, shall be guilty of a misdemeanor and shall be subject to a fine of not less than Two Hundred Dollars (\$200.00) and not more than One Thousand Dollars (\$1,000.00).
- C. Any person who violates any provision of [63 O.S. § 4206](#) through [63 O.S. § 4212](#), for which another penalty is not provided, upon conviction thereof, shall be guilty of a misdemeanor and shall be subject to a fine of not to exceed One Hundred Dollars (\$100.00) for each such violation.

Oklahoma Department of Environmental Quality

Codification through the 2007 legislative session.

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**TITLE 252. DEPARTMENT OF ENVIRONMENTAL QUALITY
CHAPTER 210. HIGHWAY SPILL REMEDIATION**

Subchapter. Section
1. Purpose, authority and applicability..... [252:210-1-1](#)

SUBCHAPTER 1. PURPOSE, AUTHORITY AND APPLICABILITY

Section

- 252:210-1-1. Purpose, authority and applicability
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- 252:210-1-5. Licensure requirements
- 252:210-1-6. Licensee's duties; record keeping
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- 252:210-1-8. Fees

252:210-1-1. Purpose, authority and applicability

(a) **Purpose.** The purpose of this Chapter is to implement and enforce the Oklahoma Highway Remediation and Cleanup Services Act. The rules in this Chapter are to provide for regulation of highway spill remediation and cleanup services and regulation of highway spill remediation and cleanup service operators as necessary for protection of the waters of the State, the public health and the environment.

(b) **Authority.** 252:210 is authorized by 27A O.S. §§ 2-7-401 through 405.

(c) **Applicability.** The rules in this Chapter apply to:

- (1) Any business that provides services to contain, remove and/or remediate spills of hazardous materials on highways in Oklahoma; and
- (2) Any person who owns or operates those businesses or is employed by them to perform such containment and/or remediation services.

252:210-1-2. Definitions

The following words and terms, when used in this Chapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Collision" means any physical impact of a truck, truck-tractor, trailer or any combination thereof with the land or road surface or any other vehicle, structure or object.

"DEQ" means the Oklahoma Department of Environmental Quality.

"**Hazardous material**" means any substance that, if spilled, is or has the potential to be harmful to humans or the environment such that it is appropriate to impose special requirements upon those who remediate a spill of the substance. Such substances include, but are not limited to, explosives, flammable and/or combustible liquids, acids, caustics, poisons, containerized gases, toxic chemicals, hazardous materials as defined in 49 CFR 171.8 and hazardous wastes as defined in 40 CFR Part 260.

"**Highway**" means highway as defined by 47 O.S. § 1-122.

"**Law enforcement officer**" means the lead official as defined by the Oklahoma Emergency Response Act.

"**Remediation**" includes containment, removal, and cleanup of a hazardous material spill, and the handling and disposition of cargo to the extent the cargo is contaminated with hazardous material as a result of the spill.

"**Spill**" means release of a hazardous material, caused by a collision on or adjacent to a highway in Oklahoma, in a quantity that could be harmful to humans or the environment.

252:210-1-3. General provisions

- (a) **License required.** Spills shall be remediated only by businesses licensed pursuant to this Chapter. The person who spilled the hazardous material may employ any licensed highway spill remediation service unless the on-scene law enforcement officer has determined that there are hazardous conditions that pose an imminent threat to health or the environment. In these cases where time is critical, the law enforcement officer may contact any licensed highway spill remediation service or any non-licensed provider of a service needed to resolve the emergency.
- (b) **Employee training.** Any person who participates in the remediation of spills must:
 - (1) Be employed by a business licensed pursuant to this Chapter;
 - (2) Be currently certified as a hazardous materials technician pursuant to 29 CFR 1910.120; and
 - (3) Upon request by DEQ personnel or local law enforcement personnel at the scene of a spill, provide proof of their current hazardous materials technician certification.
- (c) **Vehicle requirements.** All vehicles used in the remediation of spills shall visibly display the highway spill cleanup license number on both sides of the vehicle in numbers at least four inches (4") high.
- (d) **Tow trucks.** All tow trucks used in the remediation of spills shall be registered and licensed by the Oklahoma Department of Public Safety.
- (e) **Disposal.** All waste material collected or generated in the remediation of spills must be managed and disposed of in accordance with all applicable laws.
- (f) **Specified dates.** If any date specified in this Chapter falls on a weekend or holiday, the date of the following working day shall be the effective date.
- (g) **License period.** Licenses shall be effective from the day of licensure and expire on December 31 of the same year, unless modified by an Administrative Proceeding. Licenses issued prior to January 1, 2007, will expire December 31, 2007.
- (h) **Application time frame.** Applications will become void if the applicant fails to meet all licensure requirements within one hundred eighty (180) days of being notified of any deficiencies. All fees paid are non-refundable when an application is voided.

252:210-1-4. Prerequisites for new licenses and renewal

To be eligible for initial licensure or renewal:

- (1) The owner of the business must be eighteen (18) years of age or older;
- (2) The owner of the business must be a resident of the State of Oklahoma or the business must be an Oklahoma corporation;
- (3) The principal business facilities must be located in the State of Oklahoma;
- (4) The owner and/or business must owe no outstanding fees or fines to the Department of Environmental Quality or any income taxes to the State of Oklahoma; and
- (5) The owner and/or business must be in compliance with these rules and all DEQ final orders.

252:210-1-5. Licensure requirements

- (a) **Initial license.** An applicant may become licensed to remediate spills by:
 - (1) Submitting to the DEQ a completed and signed DEQ Form 210-001 "Highway Spill Cleanup License Application";
 - (2) Remitting payment to DEQ for the required initial licensure fee; and
 - (3) Submitting documentation to DEQ that the applicant has a general liability insurance policy

that includes pollution coverage in the amount of at least \$1,000,000. The documentation shall include a copy of the certificate of insurance.

- (b) **Renewal license.** An applicant may renew an unexpired license to remediate spills by doing the following no later than the 15th of the month preceding the expiration date of the current license (December 31st):
 - (1) Submitting to the DEQ a completed and signed DEQ Form 210-001 "Highway Spill Cleanup License Application";
 - (2) Remitting payment to DEQ for the required renewal licensure fee; and
 - (3) Submitting documentation to DEQ that the applicant has a general liability insurance policy that includes pollution coverage in the amount of at least \$1,000,000. The documentation shall include a copy of the certificate of insurance.
- (c) **Late renewals.** The applicant shall pay the late fee in addition to the renewal fee for renewal applications postmarked or delivered to the DEQ after December 15th.
- (d) **Failure to renew.** Once a license expires, the applicant may not continue to remediate spills until the license is actually renewed. Any license that has not been renewed within twelve (12) months of expiring may not be renewed. Such applicants must apply for a new license and pay the new license fee in full.

252:210-1-6. Licensee's duties; record keeping

- (a) **Remediation records.** The licensee shall maintain and make available to DEQ upon request, a record of all remediations performed pursuant to this Chapter. Each record shall include, at a minimum, the following:
 - (1) Name and contact information for the person or entity responsible for the materials spilled;
 - (2) Date of the spill;
 - (3) Legal description, highway mile marker, physical address, or latitude and longitude of the spill;
 - (4) Description and quantity of material spilled;
 - (5) Method of remediation;
 - (6) Results of all analyses; and
 - (7) Location and date of disposal or disposition.
- (b) **Employee training records.** The licensee shall maintain and make available to DEQ upon request all hazardous materials technician certification training records for all employees who participate in remediation services for the licensee.
- (c) **Records retention.** All records required to be maintained by the licensee pursuant to this Section shall be retained for a minimum of three (3) years.

252:210-1-7. License suspension and revocation

- (a) **Reasons for suspension or revocation.** After notice and opportunity for hearing, the DEQ may suspend or revoke a license for:
 - (1) Procedural violations such as allowing the insurance to expire, allowing untrained employees to participate in remediation of a spill or other related procedural issues;
 - (2) Gross inefficiency or incompetence in providing spill containment or remediation services or in complying otherwise with the requirements of this Chapter and other applicable law;
 - (3) Any violation of this Chapter or any final DEQ order; or
 - (4) Dishonesty, fraud or misrepresentation to DEQ.
- (b) **Suspension.** Any entity or person whose license is suspended by the DEQ:

- (1) May not provide remediation services until their license has been reinstated or they have received a new license.
- (2) May apply for reinstatement of their license at any time during the twelve (12) months following the date of their suspension by:
 - (A) Correcting any deficiency(ies);
 - (B) Paying any outstanding fees or fines owed to DEQ;
 - (C) Remitting payment to DEQ for the reinstatement fee;
 - (D) Meeting the renewal requirements of Section 1-9(b) of this Chapter, including remitting payment for the renewal fee if the license expired during the suspension period; and
 - (E) Being in compliance with all final DEQ rules and orders.
- (c) **Revocation.** Any entity or person whose license has been revoked by the DEQ must wait one (1) year from the date of revocation before filing an application for a new license.

252:210-1-8. Fees

Unless otherwise provided by statute, license fees shall be as follows:

- (1) New license fee - \$10,000.00
- (2) Annual renewal fee - \$1,000.00
- (3) Late fee - \$100.00
- (4) Reinstatement fee - \$100.00