



**Roll Call Number**

26-0253

**Agenda Item Number**

35

**Date** February 23, 2026

**RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING CONTRACT WITH CROW'S AUTO SERVICE, INC. FOR VEHICLE TOWING, STORAGE AND AUCTIONEERING SERVICES**

**WHEREAS**, on October 31, 2025, the Finance Department, Procurement Division issued Request for Proposal #W26-001 to furnish vehicle towing, storage and auctioneering services for the City of Des Moines Police Department; and

**WHEREAS**, the Evaluation and Selection Committee recommends Crow's Auto Service, Inc., 826 21<sup>st</sup> Street, Des Moines, Iowa 50317 ("Contractor"), be awarded a contract for such services as the Contractor met all requirements of the RFP; and

**WHEREAS**, the Procurement Division is negotiating a contract for Contractor for vehicle towing, storage and auctioneering services, at an annual amount not to exceed \$300,000.00; and

**WHEREAS**, the term of this contract will be from March 1, 2026 through February 28, 2029 with the option to renew for one (1) additional 1-year term upon mutual consent by the City and the Contractor. Requested price increases may not exceed more than 5% for the renewal period; and

**WHEREAS**, funding is available from FY2026 Revised Operating Budget, General Fund at an annual amount not to exceed \$300,000.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Des Moines, Iowa, that:

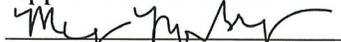
1. The Proposal submitted by Crow's Auto Service, Inc. for vehicle towing, storage and auctioneering services is hereby accepted, and the annual payment not to exceed \$300,000 for the services described above is hereby approved.
2. The City Manager is authorized and directed to execute the Agreement, any amendments and the renewal by and between the City of Des Moines and Crow's Auto Service, Inc. for vehicle towing, storage and auctioneering services, following approval as to form of Agreement and amendments by the Legal Department.

(Council Communication No. 26- 072 )

Moved by Westergaard to adopt.

Second by Gatto.

Approved as to Form:

  
Megan E. Norberg, Deputy City Attorney



**Roll Call Number**

26-0253

**Agenda Item Number**

35

**Date** February 23, 2026

\*Motion by Mandelbaum to adopt with amendments submitted. Second by Barron.  
FAILED 2 Yeas 5 Nays: Boesen, Simonson, Voss, Westergaard and Gatto.

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
BOESEN	✓			
SIMONSON	✓			
VOSS	✓			
BARRON		✓		
WESTERGAARD	✓			
MANDELBAUM		✓		
GATTO	✓			
TOTAL	5	2		

MOTION CARRIED

APPROVED

*Connie Boesen*

Mayor

**CERTIFICATE**

I, LAURA BAUMGARTNER, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

*Laura Baumgartner*

City Clerk



February 9, 2026

**To: Connie Boesen, Mayor**  
**From: Scott Sanders, City Manager**

Re: Towing Contract Requirements

Due to the politicalization of towing companies, the City has taken steps to memorialize requirements that help make City initiating towing convenient and fair to the residents of Des Moines. The RFP #W26-003 for Vehicle Towing, Storage, and Auctioneering Services includes several items to ensure that the towing services are operating up to the City's standards which have been adjusted over time to provide better service. Recall that auctioning abandoned vehicles and towing were combined in 2024 to simplify the process and remove the need to visit two sites. Payment options including use of credit cards were expanded. However, other recommended changes such as providing more time for an owner to recover their vehicle is not allowable by state law. Here is a list of items that were memorialized in the RFP.

1. The Contractor must be compliant with all federal, state, and city statutes and regulations applicable to their company, personnel, and licensing.
2. The Contractor is required to accept multiple payment methods, including major credit cards, checks, and cash.
3. The Contractor must maintain a clean, neat, and safe environment during all public transactions and ensure courteous and professional behavior by employees.
4. In the event of any damage to a private vehicle while it is in the selected Contractor's care, custody, and control, the selected Contractor shall promptly notify the vehicle owner in writing. This notification must include a detailed description of the damage along with an estimate of the repair costs. The selected Contractor shall assume full financial responsibility for any such damages incurred during the storage or towing process
5. The selected Contractor will refrain from entering an impounded vehicle and removing any part or personal property from said vehicle unless accompanied by the vehicle owner or police representative.
6. The Contractor must send notice to the vehicle owner within 72 hours of the impound. State law only requires notice within 20 days.
7. The selected Contractor shall allocate contracted labor hour charges appropriately and proportionally to the specific vehicles involved. Under no circumstances shall the selected Contractor apply the total labor hours associated with a single incident to each individual vehicle impounded as part of that incident.
8. In the event a member of the public needs to access a vehicle, they will be accompanied and supervised by the staff of the selected contractor or the police.

9. Residents only have to go to one location to get their vehicle. Previous arrangements required owners of some of the vehicles to visit the Police department prior to going to the selected contractor.

This memo is not intended to address the appeal. An additional letter will be sent regarding the resolution of the appeal.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Scott Sanders", with a stylized flourish at the end.

Scott Sanders  
City Manager



February 19, 2026

RE: RFP #W26-003 Vehicle Towing, Storage and Auctioneering Services City Manager Appeal Determination: Appeal Submitted by Central Iowa Towing and Recovery (CITR)

### CITY MANAGER REPORT – DETERMINATION OF APPEAL

The City of Des Moines (“City”) has completed Request for Proposals RFP #W26-003 Vehicle Towing, Storage and Auctioneering Services (“RFP”). Following the RFP submittal, review, and evaluation process, Crow Tow was recommended by the Evaluation and Selection Committee as the proposed contract awardee. Central Iowa Towing and Recovery (CITR) objected to said proposed contract award by email dated February 2, 2026, sent by Tyler Mortvedt on behalf of CITR (the “Appeal”). Pursuant to the RFP and Municipal Code provisions regarding proposer Appeals, I decided that the Appeal would be determined by me as City Manager on the basis of the record made in CITR’s written objection. I received, and have reviewed, a full copy of the Appeal as required. As permitted, I further required the Evaluation and Selection Committee to provide a written response to the Appeal (“Response”), which I received and have reviewed. This report and determination of Appeal is made in consideration of only, the Appeal, Response, RFP and CITR RFP response.

### FINDINGS

The Appeal sets forth four principal objections, all of which are addressed herein.

**Appeal Objection #1: “The bid proposal does not request information on existing contracts currently held with the City of Des Moines. Our companies— Central Iowa Towing and Recovery and Capitol City Towing and Recovery—currently hold Fleet and Heavy-Duty Towing contracts with the City. We have a strong performance history on both contracts and have consistently been selected as a vendor based on our reliability, responsiveness, and service quality.”**

In its Appeal, CITR asserts that the “bid proposal<sup>1</sup> does not request information on existing contracts currently held with the City of Des Moines”. (Appeal, pg.1) The Committee’s Report states the RFP provided the criteria that the Committee was to use in their evaluation which included performance history and current contracts. (Response, pg. 1). The Committee points to several places in the RFP where CITR was able to provide the information that CITR states was not requested. (Response, pg. 1). I find the Committee’s explanation that CITR was on notice of the evaluation criteria, and had multiple opportunities to provide the relevant information on those criteria, to be compelling. CITR’s assertion that the RFP did not request information on

<sup>1</sup> Note, while CITR referenced a “bid proposal” in its Appeal, I assume for the purposes of the Appeal and this Report that CITR meant “RFP”. The RFP is a City-issued document requesting information from proposers; a “bid proposal” is the document(s) submitted by proposers in response to the City’s RFP.

current contracts is inaccurate based on the text of the RFP as noted in the Response. Therefore, I overrule this objection.

**Appeal Objection #2: “Additionally, the RFP does not request information regarding staffing levels. Our workforce, number of locations, and overall operational capacity more than double that of the selected vendor. We currently operate a fleet of over 110 units, allowing us to meet and exceed service demands efficiently.”**

CITR’s second Appeal again alleges that the City’s RFP did not request information regarding staffing levels. (Appeal pg. 1). However, the Committee again notes that the RFP listed the requirement of adequate staffing and that current personnel and staffing would be evaluated. (Response pg. 2). I find the Committee’s explanation that the RFP did put CITR on notice that staffing levels would be evaluated, and that CITR failed to provide that information, compelling. I find CITR’s assertion inaccurate based on the language of the RFP. CITR’s assertion that the RFP did not request information on staffing levels is inaccurate based on the text of the RFP as noted in the Response. This objection is overruled.

**Appeal Objection #3: “Our storage facilities meet or exceed all City requirements. Furthermore, our new facility will exceed the required storage capacity by more than three times, providing enhanced capability, security, and scalability for City needs.”**

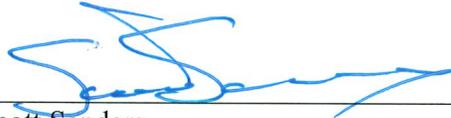
CITR’s next Appeal objection addresses storage facility requirements. (Appeal, pg. 1) CITR claims that its facilities meet or exceed all City requirements. (Appeal, pg. 1) The Committee clarifies that CITR’s storage facilities do not meet the requirements of the RFP as the current outside lot does not have adequate fencing, lighting or security cameras. (Response, pg. 2) Furthermore, I am persuaded by the committee's explanation that the exceptions taken by CITR would add costs to the City and the residents. (Response, pg. 2) The RFP requires that the Contractor provide notice of the impoundment to the owner of the vehicle within 72 hours of impoundment. CITR crossed that out and wrote 20 days. This would result in citizens incurring additional fees for up to 17 additional days their vehicle is in storage, and the vehicle owner may not even know where the vehicle is until they receive the notice. (Response, pg. 2). Additionally, CITR took exception with who should refund the costs attributable to impoundments and storage in the event of a successful appeal, stating instead that it should be the City to refund these costs. The City is not collecting those costs, CITR would have been if selected. (Response, pg. 2) I find the anticipated increased costs to the residents and to the City resulting from CITR’s exceptions as deficiencies in the CITR proposal compared to the lack of exceptions set forth in Crow Tow’s proposal. I agree and determine, as did the Committee, that the suggestion that CITR’s facilities meet the requirements is inaccurate and the exceptions taken by CITR make their proposal less cost effective to residents and the City. I am further persuaded by the Committee’s Response that outlines that in Section 15 of the RFP, “the City reserves the right to reject any Proposals with deviations [a/k/a exceptions] as non-responsive.” (Response, pg. 2) The inclusion of *any* exceptions as taken by CITR provides justification for the City to have rejected CITR’s proposal without consideration. (Response pgs. 2-3). This objection is also

**Appeal Objection #4: “Given our proven performance history, existing contractual relationships with the City, and significantly greater operational capacity, we respectfully request reconsideration of our proposal.”**

CITR’s final objection requests reconsideration of their proposal based on information that was requested but CITR chose not to previously provide. (Appeal pg. 1) The Committee’s review could not include information not directly provided by CITR in its proposal. (Response, pg. 2) I find the City put CITR on notice of what it would use to evaluate the proposals and CITR chose not to include the items listed in their Appeal.

### CONCLUSION

For all of the above-stated reasons, CITR’s objections set forth in their Appeal are overruled. The Evaluation and Selection Committee’s recommendation to award the Contract to Crow Tow will be considered by the City Council at the February 23, 2026 City Council Meeting.



\_\_\_\_\_  
Scott Sanders,  
City of Des Moines City Manager

Copies provided to:

Central Iowa Towing and Recovery, c/o Tyler Mortvedt, 2019 East Lincoln Way  
Ames, IA 50010; [centraliatowoffice@gmail.com](mailto:centraliatowoffice@gmail.com)

Crow Tow, c/o Randy Crow, 826 SE 21st Street Des Moines, IA 50317;  
[crowtowing@yahoo.com](mailto:crowtowing@yahoo.com)

Mary Niichel-Hegwood, City of Des Moines Procurement Administrator

*Amendments submitted  
by Council member  
Mandelbaum*

**A) The Council will have a work session to discuss regulations on private towing before the end of March. A draft of the ordinance in subpart B will be available for Council at the worksession as the basis of discussion.**

**B) The Council will have on an agenda after the worksession, but no later than the end of May, an ordinance to regulate private towing that includes all of the following provisions:**

- Private towing shall apply to all towing situations that are not covered by the state abandoned vehicle statute in Iowa Code 321.89. This includes but is not limited to the following situations:
  - A vehicle that has been unlawfully parked on private property for less than 24 hours;
  - A vehicle that has been parked on private property without the owner’s consent for less than 24 hours;
  - A vehicle that is towed subject to the city’s impoundment contract prior to actions triggering its treatment as an abandoned vehicle as specified in Iowa Code section 321.89(1)(a)(4).
- A privately towed vehicle will not become an abandoned vehicle by virtue of being stored at a tow company facility or the notice provisions in this section. A privately towed vehicle subject to the legal impoundment by the city’s police authority will become an abandoned vehicle when the criteria in Iowa Code section 321.89(1)(a)4) are met.
- Form of payment – The towing company shall be required to accept credit cards and is limited to a reasonable fee for use of the credit card which in no case shall be more than 3%.
- Personal property – the towing company shall develop and maintain procedures to ensure that vehicle owners, or their authorized representative(s), are able to retrieve personal property from privately towed vehicles promptly, efficiently, and at no cost to the owner or authorized representative.
- Drop fees – if the owner comes back to vehicle while hooked up to a towing vehicle but before towed off the property, the owner can retain vehicle for a reasonable drop fee that can be no more than \$50 dollars; the drop fee can be paid via credit card.

- Transparency on charges – Any towing company engaging in private towing must provide an itemized invoice of all charges and must post the maximum charges by category (preservation, storage charges, and the cost of sending the notice) at its place of business and on the company website.
- Disposal of Privately Towed Vehicles – If a privately towed vehicle has not been reclaimed within 30 days of the date of notice, disposal of the privately shall be done consistent with Iowa Code Section 321.89(5) with the exception that auction proceeds shall be addressed as specified in this ordinance.
- Notice provisions
  - Notice must be sent within 72 hours of the private tow, excluding weekends and City-recognized holidays. The notice will inform the vehicle owner to reclaim the vehicle within 30 days and that at the end of the 30 day period
  - Notices shall be sent by certified mail to the last known registered owner of the vehicle, all lienholders of record, and any other identified claimants to the vehicle or any personal property found therein. All mailings must be addressed to the last known address of record as reflected in official vehicle registration or lienholder documentation.
  - The towing company shall include in the notice to the parties that the vehicle has been towed by providing the following details: the year, make, model, and Vehicle Identification Number (VIN) of the vehicle, as well as the location of the facility where the vehicle is being held.
  - The notice must also clearly advise the recipient of their right to reclaim the vehicle and/or any personal property within 30 (30) days from the date of the notice (deemed to be the date the notice was mailed). Reclamation of the vehicle is contingent upon payment of all towing, preservation, storage charges, and the cost of sending the notice. Reclamation of personal property in the vehicle can be done during business hours at no cost.
  - The notice must further state that failure to exercise the right to reclaim the vehicle or personal property within this thirty-day period shall constitute a waiver by the owner, lienholders, and any other claimants of all rights, title, claims, and interests in the vehicle or personal property. Such waiver shall be deemed consent to the sale of the vehicle or personal property at a public auction or to the disposal of the vehicle to a demolisher and the destruction or sale of the personal property. The procedure followed for any auction will

be the same procedure used for an abandoned vehicle as described in Iowa Code section 321.89

- Additionally, the notice shall state that the towing may claim a garage keeper's lien as outlined for abandoned vehicles in Iowa Code section 321.90, subsection 1, and may proceed with the sale or disposal of the vehicle accordingly.
- Notices shall also be published in one newspaper of general circulation in the area where the vehicle was towed. Such publication must occur within the same time frame as the mailing requirements and must contain the same information as detailed above.
- Auction proceeds – Vehicle auction sales of privately towed vehicles shall be used to reimburse towing company for the expenses of the auction, the costs of towing, preserving, and storing which resulted from placing the privately towed vehicle in custody, and all notice and publication costs incurred pursuant to this ordinance. Any remainder from the proceeds of a sale shall be held for the owner of the vehicle or entitled lienholder for ninety days, and any unclaimed proceeds shall then be deposited with DART to be used to cover the city's share of local transit services.
- Vehicle condition inspection – The towing company must allow a lienholder or insurance company to request information on the vehicles condition prior expiration of reclamation period for a fee of up to \$100.

**C) Councilmembers may propose amendments to the draft ordinance to be considered on the Council agenda with each amendment to be voted on separately. The City Clerk will list the amendments and the sponsoring Councilmember on the Council agenda for consideration in the order in which the amendments are received after the worksession with the exception that any “strike after” amendments be considered at the end of the amendment list.**