



11/27/2019

City of Boerne
Members of City Council
402 E Blanco Road
Boerne, TX 78006

Subject: Application for 2020 Tow Truck Permit

Dear Member of City Council:

Pantusa Towing & Recovery, LLC is respectfully applying for a tow truck permit for the towing rotation in the City of Boerne for 2020. It is our mission to provide Incident Management Towing and Vehicle Storage for the City of Boerne utilizing the latest in towing & recovery equipment and techniques. Pantusa Towing & Recovery, LLC currently operates a fleet of 19 trucks including flat beds, wreckers, a 35 ton heavy wrecker, and a 50 ton heavy wrecker. The heavy wreckers can also act as a mobile crane. Pantusa Towing & Recovery, LLC is capable of handling any incident from the most minor fender benders to the most severe 18 wheeler accidents. Pantusa Towing & Recovery, LLC will pay the City of Boerne a commission of 20% on all Incident Management Tows issued by a City of Boerne commissioned police officer. For vehicles that are required to be auctioned Pantusa Towing & Recovery, LLC will offer 15% of the proceeds collected above \$500 up to a max of the lien value for all vehicles impounded on behalf of the City of Boerne. Pantusa Towing & Recovery, LLC understands that this proposal will be reviewed, and possibly accepted by the City of Boerne. Pantusa Towing & Recovery, LLC understands that submitting this proposal is for Incident Management Towing and Vehicle Storage as defined by The Texas Towing Act and any other statutes that pertain to Incident Management Towing and Storage.

The individual signing this letter is authorized to commit Pantusa Towing & Recovery, LLC to the services as described in the application.

A handwritten signature in black ink that reads "Dorian Pantusa". The signature is fluid and cursive, with the first letter of "Dorian" being a large capital "D".

Dorian Pantusa
Owner
26575 Interstate 10 West
Boerne, TX 78006
Dorian@Pantusatowing.com

APPLICATION FOR TOW TRUCK PERMIT

Legal Name: Pantusa Towing & Recovery, LLC

Name and Address of Business Owner: Dorian Pantusa 17007 Sonoma Ridge, San antonio, TX 78255

Business Address and Telephone Number: 26575 Interstate 10, Boerne, TX 78006
(210)971-4447

Vehicle Storage area address and capacity: 26575 Interstate 10, Boerne, TX 78006
Capacity: 100

Description of Each Vehicle (include year, make, model, license number and VIN#)
See attached list

The applicant hereby authorizes the City to examine or inspect any and all tow truck(s), vehicle storage facility, business records, documents, books, accounts, equipment or facilities of the towing business, when necessary to insure eligibility or to enforce the requirements of this article, or to investigate violation complaints.

The applicant hereby agrees, if issued a permit, to notify the City Secretary if such privilege holders' tow truck certificate of registration for any permitted tow truck or vehicle storage facility license issued by the Texas Transportation Department is suspended or revoked within three (3) working days of receipt of notification of suspension or revocation.

The applicant hereby agrees, that the response time shall be no longer than 30 minutes under normal circumstances. The time shall commence from the notification of the need for wrecker services and the arrival of equipment to the scene.

Please attach the following to this application:

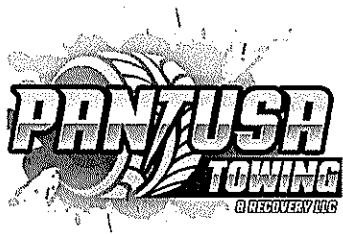
- ☐ Current state motor vehicle license receipt and state tow truck registration certificate for each vehicle.
- ☐ Current state vehicle storage facility license for the storage facility used by permit applicant.
- ☐ Current certificate of insurance meeting applicable state and city requirements covering each tow truck to be used for rotation privileges. Applicant must provide thirty (30) days notification of cancellation to the City Secretary.
- ☐ Current certificate of insurance meeting applicable state and city requirements covering the vehicle storage facility used by the applicant. Applicant must provide thirty (30) day notification of cancellation to the City Secretary.
- ☐ Executed copy of any lease memorandum, or agreement whereby the applicant has assumed supervision, direction or control of a tow truck which the applicant requests to be used for the rotation list privileges.
- ☐ A certified copy of the assumed name certificate under which the applicant operates a towing business, if operated under an assumed name.
- ☐ A copy of the Certificate of Incorporation issued by the Texas Secretary of State for corporation which operates a towing business, if applicant's business is organized as a corporation.

Term of permit : One Year. Fee for license: \$50.00.

Total fee paid: \$ _____

APPLICANTS SIGNATURE: _____

Dorian Pantusa



Description of Equipment

1. 2020 HINO 258 FLAT BED TOW TRUCK
2. 2020 HINO 258 FLAT BED TOW TRUCK
3. 2020 HINO 258 FLAT BED TOW TRUCK
4. 2019 HINO 258 FLAT BED TOW TRUCK
5. 2019 HINO 258 FLAT BED TOW TRUCK
6. 2018 HINO 258 FLAT BED TOW TRUCK
7. 2019 RAM 5500 TWIN LINE SELF LOADING WRECKER
8. 2019 RAM 5500 SELF LOADING WRECKER
9. 2018 RAM 5500 FLAT BED TOW TRUCK
10. 2018 RAM 5500 FLAT BED TOW TRUCK
11. 2018 RAM 5500 FLAT BED TOW TRUCK
12. 2018 FORD F550 FLAT BED TOW TRUCK
13. 2018 FOR F650 FLAT BED TOW TRUCK
14. 2018 FREIGHTLINER M2 FLAT BED TOW TRUCK
15. 2018 FREIGHTLINER M2 FLAT BED TOW TRUCK
16. 2019 FREIGHTLINER M2 FLAT BED TOW TRUCK
17. 2019 PETERBILT 337 FLAT BED TOW TRUCK
18. 2019 PETERBILT 567 35 TON HEAVY WRECKER
19. 2020 PETERBILT 567 50 TON HEAVY WRECKER

MONTHLY RENTAL AGREEMENT

THIS AGREEMENT entered into by and between *Delden Properties, Inc.*, hereinafter Lessor, *Pantusa Towing*, hereinafter Lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor those premises described as: *An approximate .713 acre tract of fenced land located at 26575 IH 10 West, Boerne, Texas with a 60' x 40" metal building.*

Located at: *26575 IH 10 West.* For a tenancy of one year commencing on the *1st Day of February, 2019* and ending the *January 31, 2020*, and at a *monthly rental of (3,500.00) thirty five hundred dollars per month.* It is payable monthly in advance on the first day of each and every month to Delden Properties, 26665 IH 10 West, Boerne, Texas 78006, on the following **TERMS AND CONDITIONS:**

- 1. Occupants.** The said premises shall be used for office and yard for Pantusa Towing and Vehicle Storage
- 2. Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
- 3. Repairs or Alterations.** Lessee shall be responsible for damages caused by his negligence and that of his employees or invites and guests. Lessee shall not make alterations to the premises without the prior written consent of Lessor. All alterations, additions, or improvements made to the premises with the consent of Lessor shall become the property of Lessor and shall remain upon and be surrendered with the premises.
- 4. Upkeep of Premises.** Lessee shall keep and maintain the premises in a clean and sanitary condition at all times. Weed control and exterior cleanness must be maintained by Lessee. (Weed killer and trash pick up). And upon the termination of the tenancy shall surrender the premises to Lessor in as good condition as when received. Lessee is responsible for battery replacement in smoke detector, light bulbs for lighting, and control around A/C condenser and maintaining A/C filter. Any improvements must be approved by Lessor in advance.
- 5. Assignments and Subletting.** Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of Lessor.
- 6. Utilities.** Lessee shall be responsible for the payment of all utilities and services.
- 7. Default.** If Lessee shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Lessor, at his option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. Eviction, abandoning or vacating the premises will not release you from liability for the full term of the agreement.
- 8. Security.** The security deposit received in the amount of \$ *3,500.00* shall secure the performance of Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligation hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.
- 9. Right of Entry.** Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose on inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, or contractors at reasonable hours of the day.
- 10. Deposit Refunds.** The balance of all deposits shall be refunded within two (2) weeks from date possession is delivered to Lessor, together with a statement showing any charges made against such deposits by Lessor.

12. **Attorney's Fees.** The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

Each day in which the lessee who does not implement a full months rent and / or occupation occupies the premises or premises will be charged at \$113.00 per day. A fee of 25.00 per returned check will be applied.

15. Insurance: Lessee shall purchase and provide evidence of liability insurance covering said premises. The policy shall have limits of \$ 1,000,000 each occurrence and \$ 2,000,000 aggregate. The policy shall name lessor as an additional insured and provide lessor with 30 day notice of cancellation.

17. Late Payment: If rental payment is not received by the 5th day of each month a late fee of \$25.00 per day will be assessed for each day payment is not made thereafter. If lessor check for rental payment is returned due to insufficient funds, the lessor will be assessed all bank fees, and the lessor will be considered late in payment. The \$25.00 per day after the 10th late fee will also be assessed until the day payment is made by cash, money order or cashiers check.

Date _____

NOTICE: State law established rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of this agreement, you may want to seek assistance from a lawyer or other qualified person.