

Timberline Special Service District Administrative Control Board - Board Report

Subject: Towing Sub-committee (TSC)

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Type of Item: Consideration of Approval

Recommendation

Currently: TSSD Towing Sub-committee (TSC) recommends immediate implementation of below towing procedure using county approved waiver for any towing performed with TSSD equipment.

Recommended Procedure:

1. a) If the TSSD operator is confident in attempting to tow an impeding vehicle, tow waiver acts as consent for towing and operator may proceed. If no consent to tow, call sheriff
b) If unable to tow, offer a list of commercial tow companies and confirm tow service with the company and acquire contact of tow service.
c) If unable to tow, and if the vehicle driver is not consenting to call a commercial towing company and confirm a tow service, call the sheriff.
2. Document waiver in file and/or online. Note commercial tow service used is necessary.
3. At any time the TSSD operator may contact a member of the TSC for input. If the sheriff is to be called, notify a member of TSC.
4. TSC performs a monthly inspection of the towing log for concerns.

Executive Summary

TSC recommends adopting a simple towing policy which utilizes a county approved towing waiver.

Analysis

Each year TSSD employees tow 40+ vehicles inside the district. With no formal coverage or documentation of towing, the TSSD TSC recommends immediate implementation of county approved tow waiver and protocols for use of TSSD equipment for added liability protection for TSSD, employees and better protocols for emergency road clearance.

Next Steps

TSC recommends exploring credit card reading device options like the "square" or similar and develops an invoice for charging for towing service. TSC will develop a scale based on vehicle weight/axles that will adequately cover hourly budgeted use of TSSD time for towing service. TSC will recommend lighted signage at front of neighborhood to inform of necessary traction devices for vehicles and potential personal cost of towing per county ordinance.

Exhibits

[TSSD Towing Waiver](#)

EXHIBIT A



Upon signing this document, I freely admit that I have the legal right to authorize a Timberline Special Service District ("District") recovery vehicle operator to recover and tow my vehicle. I am legally authorized and entitled to take possession of the vehicle described and all personal property therein. I understand that the details of this recovery, including any photographs and/or videos, may be shared with local law enforcement agencies. I agree to notify the appropriate agencies if trail damage/property damage/public damage has occurred. I understand that photographs and/or videos may be taken of the recovery.

I have been advised that my vehicle may be damaged if winched, towed, unlocked, and/or jump started. I understand that vehicle recoveries, especially in snow, can be dangerous and that the District is not responsible for any bodily harm (including death) or damage to real or personal property, including vehicle damage, that may occur during this recovery. I recognize the difficulty involved with vehicle recovery and I agree to not hold the District responsible for any damages that may result. I hereby assume any and all risk of loss, liability, damage, and/or costs, and understand that any and all damages that may occur will be as a result of the accident, and not as a result of any negligence on the part of the District and/or its employee(s).

I agree to defend, indemnify, hold harmless, and reimburse the District from and for any and all damages, losses, costs, or expenses (including legal fees) incurred by the District or paid by it to any person in respect of any accident, loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with the District's recovery of my vehicle. I further understand, acknowledge, and agree that the District is a body corporate and politic of the State of Utah and is subject to the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101, *et seq.*

I unconditionally release, waive, and discharge my right, whether by contract or operation of law, to file any cause of action(s) and/or claim(s) which I may have against the District and its employees or agents, now or in the future. I fully understand the terms set forth in this form, and I hereby waive my rights freely and voluntarily without any inducement, assurance, or guarantee being made to me to the fullest extent allowed by law. I am signing this document at under my own free will, and not while under duress or the influence of any substance.

My signature below further reflects my agreement and understanding that I am personally responsible for any and all charges associated with the recovery of my vehicle.

Digital Signature of Requesting/recovered Party or registered owner if recovered party is a minor:

Signature: _____

Name: _____

Date: _____



The online waiver form will then prompt the following questions for the driver / person being towed to fill out:

- Date of Recovery
- Location of Recovery
- Recovered party's information:
 - Full name
 - Driver's License # and state
 - Mailing address (and physical address, if different),
 - Phone number
 - Email address
- Recovered vehicle's information:
 - Make
 - Model
 - VIN
 - License plate number
 - Drive Type (FWD/RWD/4WD/AWD)
 - Tire Type & Condition
 - Where chains installed?
- Timberline Special Service District ("District") recovery vehicle Operator Name:
- Name(s) of Witness(es):
- Short summary of tow: