



RO-696

House of Representatives
Committee on Transportation

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Opinion Committee

The Honorable Dan Morales
Attorney General of Texas
P.O. Box 12548
Capitol Station
Austin, TX 78711-12548

Opinion Committee

SJS
FILE # ML-25973-94
I.D.# 25973

Re: HB 1135 (Article 6710g-2, V.T.C.S., as Amended by Acts 1993, 73rd Leg., ch. 925)

Dear General Morales,

I respectfully request the opinion of your office regarding Sections 8 and 9 of House Bill 1135 (Article 6701g-2, V.T.C.S.). House Bill 1135 strengthened the existing law by requiring property owners to post required signs that give the required notification before a vehicle can be removed from private property. However, although the only changes made under sections 8 and 9 were to strike the word "pecuniary" and substitute the word "monetary", an issue has been raised as to the definition of the meaning of "anything of value".

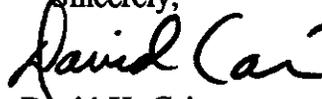
Sections 8 and 9 of House Bill 1135 indicate that neither the parking facility owner nor the towing company can give or receive "anything of value" in compensation for the removal of the unauthorized vehicle. This has led to concern whether or not a towing company violates this statute by giving or loaning a sign to a parking facility. These signs must be made of weather-resistant material and must be permanently mounted. The cost of a sign and post is \$20.00 plus installation cost. The concern is whether these costs represent "anything of value".

On the other hand, Section 6(b)(7) states that all signs must "contain a current telephone number, including the area code, that is answered 24 hours a day to enable the owner or operator of a towed vehicle to locate it." Since this number is likely to be the number of the towing service, it has been suggested that these signs are the property of the towing service and are loaned to the parking facility only for the duration of the contract between the towing service and the parking facility.

The original intent of this bill was to protect the citizens and visitors of our state from unscrupulous towing companies using unreadable and non-standardized signs on private property. The issues raised in this letter have resulted in some confusion on the part of both parking facility owners and towing service operators. To avoid further confusion I request an opinion on the following questions:

- (A) Does the giving and/or loaning of parking signs constitute "anything of value"?
- (B) Who should assume the financial responsibility of placing signs at a parking facility? Is this the responsibility of the towing company, the parking facility, or is it a contractual issue between the towing company and the parking facility?

Thank you in advance for your attention to this matter.

Sincerely,

David H. Cain
Chairman

cc: The Honorable Debra Danburg
Senator Jeff Wentworth
The Honorable Susan Combs

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