

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: <u>January 12, 2010</u>	<input type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
Department: <u>Public Safety</u>	<input type="checkbox"/>	Ordinance	<input checked="" type="checkbox"/>	Public Hearing
Submitted By: <u>Public Safety Department</u>				
Submitted For: <u>Consumer Affairs Division</u>				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to: **A) Adopt** an Ordinance of the Board of County Commissioners of Palm Beach County, Florida, amending Chapter 19, Article VII (Ordinance No. 2005-009); to be known as the Palm Beach County Towtruck Ordinance; providing for a title; providing for definitions; providing for towtruck class specifications; providing for required operating permit; providing for new applications/renewals and issuance of towing operating permit and fees; providing for inspection of storage yards and public offices; providing for insurance requirements, providing for towtruck registration, standards and decals; providing for inspection procedures and requirements; providing for non-consent manifest, towing invoice or tow sheet; providing for advertisements; providing for records requirements; providing for an operating permit required to do business with the county; providing for non-consent towing with prior express instruction of real property owner or authorized agent and/or law enforcement agency; providing for notice requirements for non-consent tow services at request of real property owners; providing for non-consent towtruck company requirements; providing for consent-only towtruck company requirements; providing for maximum non-consent towing and storages rates for non-consent tow services; providing for towtruck driver requirements and failure to comply; providing for fraudulent transfer of towtruck companies; providing for deceptive and unfair trade practices, providing for cease and desist orders, providing for assurances of voluntary compliance; providing for enforcement and civil/criminal penalties; providing for administrative enforcement, denial, revocation and suspension of operating permits; providing for additional penalties; providing for hearings and appeals; providing for scope; providing for repeal of laws in conflict; providing for a savings clause; providing for inclusion in the code of laws and ordinances; providing for severability; and providing for an effective date; **B) Adopt a resolution** of the Board of County Commissioners of Palm Beach County, Florida; establishing maximum rates for services related to non-consent towing and recovery in Palm Beach County; establishing fees required by the towing ordinance; establishing civil fines required by the towing ordinance; establishing minimum levels of insurance required by the towing ordinance and rescinding and repealing Resolution No. R-2005-1023; and **C) Approve the addition** of one non-*ad valorem* part-time compliance officer position (pay grade 24) to assist in the enforcement of the Towing Ordinance.

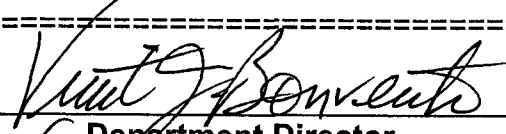

Summary: The two main objectives of the proposed Ordinance revisions are: 1) Require all towing companies in Palm Beach County to be licensed and meet minimum safety, insurance and operating rules and 2) Require all towtruck drivers to secure an I.D. Badge and pass a basic criminal and driving background check (similar to the requirements for vehicle-for-hire drivers). The proposed revisions also improve issues related to the existing towing Ordinance. Currently, only towing companies performing non-consent tows (police involved accidents or illegally parked vehicles) are required to be licensed. The revised Ordinance would return Palm Beach County to licensing requirements that were in place from 1992 – 2002 when all towing companies were required to be licensed. COUNTY-WIDE (GB). Continued on page 3.

Background and Policy Issues: See page 3.

Attachments:

- A. Proposed Ordinance amendments
- B. Proposed Resolution establishing fees, maximum non-consent rates, fines and minimum insurance levels
- C. Chart comparing existing with proposed fees, maximum rates, fines and minimum insurance

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Recommended by:		12/30/09
	Department Director	Date
Approved By:		12/30/09
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Operating Costs	<u>121,264</u>	<u>125,000</u>	<u>129,000</u>	<u>133,000</u>	<u>137,000</u>
External Revenues*	<u>(121,264)</u>	<u>(125,000)</u>	<u>(129,000)</u>	<u>(133,000)</u>	<u>(137,000)</u>
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE	<u>.5</u>				
POSITIONS (Cumulative)	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
Is Item Included In Current Budget?	Yes <u>X</u>	No			
Budget Account No.:	Fund <u>1429</u>	Agency <u>660</u>	Org. <u>6240</u>	Object	Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

License and other fees enable this program to be self-funded with no ad valorem impact.

The following chart is a comparison of collected revenue for FY2009 with projected total revenue for FY2010. It is anticipated that income will be coming from approximately 200 companies with 400 vehicles and 400 drivers.

	2009	Proj. 2010
Total Fee for Towing	42,785	164,049

The major fees for towing companies will include a \$600 application fee for non-consent towing companies or a \$300 application for consent-only towing companies, \$150 vehicle/decal fee, and a \$100 storage inspection fee. The cost for towtruck drivers will include a \$60 fee for a two year I.D. Badge, plus the cost of the criminal background check (currently \$24). See attachment B and C for more details.


C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

 1-4-10
OFMB 1/14/10
Contract Dev. and Control 1/15/10

B. Legal Sufficiency:

 1/2/09
Assistant County Attorney

C. Other Department Review:

Department Director

Revised 9/03
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Summary (Continued from page 2)

Towtruck drivers have considerable interaction with the public and often provide transportation for individuals whose inoperable vehicles must be towed. All of the proposed revisions involve public safety issues. Staff and an industry advisory committee have worked to develop this proposal.

Part B - Resolution establishes or revises fees, maximum rates non-consent towing companies can charge consumers, citation fines and minimum insurance levels.

Part C – Requests one additional part-time compliance officer position to assist inspecting towing vehicles and providing follow-up to towing investigations during peak periods.

Background and Policy Issues

While the current Ordinance only regulates companies that perform non-consent tows (e.g. police directed tows at accident or crime scenes or removal of illegally parked vehicles on private property), it has become obvious that all towing companies operating in Palm Beach County should be regulated. The staff and industry observers have noted a considerable number of unlicensed towing companies that are operating with little or no insurance or are utilizing unsafe vehicles or equipment. The County Attorney's Office has issued an opinion that regulating all commercial towing companies/vehicles in Palm Beach County is consistent with state and federal regulations.

Similarly, the Sheriff's Office has shown that local towing companies have hired drivers with extensive criminal records including sex offenders. Towtruck drivers have considerable contact with the public and are often responsible for not only the expensive vehicles towed but for all of the contents in those vehicles. Additionally, towtruck drivers frequently provide transportation to stranded motorists who must have their vehicles towed, often from remote areas. The Ordinance proposes requiring towtruck drivers to meet certain minimum requirements for their criminal background and driving record.

The following are some of the other revisions addressed in this Ordinance:

1. Better defines vehicle owner so that impounded vehicles will be released in a timelier manner from the towing company.
2. Enables the Division to suspend the operating permit of companies that do not provide the required liability insurance for all vehicles.
3. Further clarifies the approval process required before a towing company can remove a vehicle from private property.
4. Enables vehicles impounded from an accident site to be towed to locations other than the storage yard of the towing company where there is a clear disclosure to the consumer concerning the location and costs.
5. Towing companies found to be in violation of the Ordinance are required to reimburse vehicle owners for any overcharges in towing charges.
6. Establishes a systematic procedure for suspending and revoking licenses for towing companies that continually violate the provisions of the Ordinance.

Part B – Resolution:

FEES: With respect to fees charged to towing companies and driver, the resolution establishes:

- Different annual application fees for “non-consent” towing companies (\$600, compared to \$400 currently) and “consent-only” towing companies (\$300, not currently required to be licensed).
- A new \$100 inspection fee for towing companies with a storage yard.
- An “Administrative Reactivation Fee” of at least \$250 for companies that has had its operating permit suspended.

1/12/2010 – Meeting of the Board of County Commissioners
Towing Ordinance

- A fee of \$60 for a two-year Towtruck Driver I.D. Badge, plus the cost of doing the criminal background check (currently \$24).

Only minor modifications were made in the other fees (See Attachment C for a full comparison).

MAXIMUM RATES: The resolution approves the maximum rates non-consent towtruck companies can charge vehicle/vessel owners for their services. Very few changes were made to the maximum rates (See Attachment C for a full comparison). The resolution does have an annual Consumer Price Index (CPI) escalator in the maximum rates that can be charged. The industry has agreed to hold the current and proposed maximum rates until March, 2011.

MINIMUM INSURANCE: The proposed Towtruck Ordinances permits the specific minimum insurance levels to be established by resolution. Allowances were made in the resolution for “consent-only” towing companies to have lower minimums for Auto Liability (on each truck) and for General/Garage Liability – at \$100,000 each. This amount was a concession to the “consent-only” towing companies in order for them to reduce insurance premiums. The other liability insurance minimums were not changed from the previous ordinance.

History: Palm Beach County has had a Towtruck Ordinance since 1992. In 1999 the U.S. Court of Appeals for the 11th Circuit severely limited the regulation of the towing industry by state/local governments. A subsequent class-action law suit by towing companies resulted in Palm Beach County not regulating the towing industry at all and agreeing to a “maximum rates only” ordinance. In 2002 the U.S. Supreme Court overruled the 11th Circuit’s decision, making it possible for local jurisdictions to again regulate towing companies. The current Ordinance was developed by the Consumer Affairs staff in conjunction with an industry advisory committee and was approved by the Board of County Commissioners in 2005.

Palm Beach County
TOWING ORDINANCE 2010-_____
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TOWTRUCK ORDINANCE NO. 2010-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AMENDING PALM BEACH COUNTY CODE CHAPTER 19, ARTICLE VIII (ORDINANCE NO. 2005-009), PROVIDING FOR A TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR TOW TRUCK CLASS SPECIFICATIONS; PROVIDING FOR OPERATING PERMIT REQUIRED; PROVIDING FOR NEW APPLICATIONS/ RENEWALS AND ISSUANCE OF AN OPERATING PERMIT AND FEES; PROVIDING FOR INSPECTION OF STORAGE YARDS AND PUBLIC OFFICES; PROVIDING FOR INSURANCE REQUIREMENTS, PROVIDING FOR TOWTRUCK REGISTRATION, STANDARDS AND DECALS; PROVIDING FOR INSPECTION PROCEDURES AND REQUIREMENTS; PROVIDING FOR NONCONSENT MANIFEST, TOWING INVOICE OR TOW SHEET; PROVIDING FOR ADVERTISEMENTS; PROVIDING FOR RECORDS REQUIREMENTS; PROVIDING FOR AN OPERATING PERMIT REQUIRED TO DO BUSINESS WITH THE COUNTY; PROVIDING FOR NON-CONSENT TOWING WITH PRIOR EXPRESS INSTRUCTION OF REAL PROPERTY OWNER OR AUTHORIZED AGENT AND/OR LAW ENFORCEMENT AGENCY; PROVIDING FOR NOTICE REQUIREMENTS FOR PROVIDING NON-CONSENT TOW SERVICES AT REQUEST OF REAL PROPERTY OWNERS; PROVIDING FOR NONCONSENT TOWTRUCK COMPANY REQUIREMENTS; PROVIDING FOR CONSENT-ONLY TOWTRUCK COMPANY REQUIREMENTS; PROVIDING FOR MAXIMUM NONCONSENT TOWING AND STORAGES RATES FOR NON-CONSENT TOW SERVICES; PROVIDING FOR TOWTRUCK DRIVER REQUIREMENTS AND FAILURE TO COMPLY; PROVIDING FOR FRAUDULENT TRANSFER OF TOWTRUCK COMPANIES; PROVIDING FOR DECEPTIVE AND UNFAIR TRADE PRACTICES, PROVIDING FOR CEASE AND DESIST ORDERS, PROVIDING FOR ASSURANCES OF VOLUNTARY COMPLIANCE; PROVIDING FOR ENFORCEMENT AND CIVIL/CRIMINAL PENALTIES; PROVIDING FOR ADMINISTRATIVE ENFORCEMENT, DENIAL, REVOCATION AND SUSPENSION OF OPERATING PERMITS; PROVIDING FOR ADDITIONAL PENALTIES; PROVIDING FOR HEARINGS AND APPEALS; PROVIDING FOR SCOPE; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, numerous persons and firms in Palm Beach County engage in the business of recovering, towing and storing of motor vehicles and vessels; and

WHEREAS, such towing services frequently must be provided without the prior consent of the vehicle/vessel owner, or under circumstances which prevent negotiating the charges, terms and conditions for the towing service, often resulting in disagreements and complaints between vehicle/vessel owners and providers of towing services; and

1
2 WHEREAS, the vehicles and equipment used to tow vehicles/vessels across the
3 thoroughfares of Palm Beach County and the manner in which towing is conducted are of
4 considerable significance to the health, safety and welfare of the owners of towed
5 vehicles/vessels and of the residents and visitors in Palm Beach County; and
6

7 WHEREAS, Sections 125.0103(b), 166.043(c) and 715.07(2), Florida Statutes,
8 empowers the Board of County Commissioners to enact regulations pertaining to the
9 towing industry, including the authority to regulate maximum rates when vehicles are
10 towed or removed from private property; and
11

12 WHEREAS, the Ordinance is amended to clarify the licensing and enforcement
13 procedures for towing companies and towtruck drivers; and
14

15 WHEREAS, the United States Supreme Court decision in Ours Garage vs. City of
16 Columbus, 536 U.S. 424 (2002) held that states could delegate their authority to regulate
17 non-consent towing services as it relates to price and safety; and
18

19 WHEREAS, pursuant to Section 125.0103(b), Florida Statutes, counties have been
20 delegated the authority to regulate towing; and
21

22 WHEREAS, the Board of County Commissioners of Palm Beach County finds it
23 to be in the best interest of the County, its citizens and its visitors to license and regulate
24 non-consent and consent towing services and all drivers who perform towing services
25 within Palm Beach County, to assure that all who provide the services are fit and
26 competent to do so and that such services are delivered in a safe and efficient manner;
27 and
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29 WHEREAS, the Board of County Commissioners of Palm Beach County hereby
30 amends Palm Beach County Code Chapter 19, Article VIII, (Ordinance No. 2005-009).
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NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

SECTION 1. Title.

This Ordinance shall be known and cited as the Towtruck Ordinance of Palm Beach County,
Florida.

SECTION 2. Definitions.

For the purposes of this Ordinance, the following definitions shall apply:

1. **Administrative/Lien Fee** shall mean the fee that is charged for title and lien search, advertising costs, and notification of lien holder and owner of the whereabouts and charges against a vehicle or vessel.
2. **Advertisement** shall mean any written statement made in connection with the solicitation of a towtruck company and includes without limitation, statements and representations made in a newspaper, telephone directory or other publication, radio, television, electronic medium or contained in any notice, handbill, business card, sign, catalog, billboard, brochure, poster or letter.
3. **Applicant** shall mean any person who applies for an operating permit or with Palm Beach County. In the case of partnerships, associations, corporations and other legal entities, "applicant" shall also mean any member of a partnership and the corporate officers and directors.
4. **Authorized Driver/Agent** shall mean any person who is empowered to act on behalf of the vehicle/vessel owner or lien holder.
5. **Commission** shall mean the Board of County Commissioners of Palm Beach County, Florida.
6. **Compensation** shall mean the exchange of goods or services for money, property, service or anything else of value.
7. **Consent Tow** shall mean the recovery, towing and storage of a vehicle or vessel with the authorization/consent of the vehicle/vessel owner or authorized driver.
8. **Consent Tow Company** shall mean a person(s) who tows a motor vehicle/vessel

1 with the authorization/consent of the vehicle/vessel owner or authorized
2 driver/agent.

3 9. **Consent-Only Towing Operating Permit** shall mean the authority required by
4 the provisions of this Ordinance of any individual or towing company engaging in
5 the business of performing consent-only towing of vehicles/vessels.

6 10. **Commercial Towing Company** shall mean any person or business entity which
7 tows or recovers vehicles/vessels commercially which results in compensation
8 from the sale or resale of vehicles/vessels or salvaged parts.

9 11. **Director** shall mean the Division Director, or his or her designee.

10 12. **Division** shall mean the Consumer Affairs Division designated to implement,
11 enforce and monitor this Ordinance.

12 13. **Duly Authorized Agent** shall mean a person designated by and acting on behalf
13 of a real property owner per contractual agreement to request Private Property
14 Impounds. The duly authorized agent shall have no affiliation with the towtruck
15 company providing the towing service. The real property owner shall only
16 appoint duly authorized agents which have a direct connection to the property
17 (i.e., board member, employee of the property management company or
18 home/condo owner's association, employee of the real property owner or state of
19 Florida licensed security agency contracted by the real property owner or
20 manager).

21 14. **Employee** shall mean a person who is compensated financially for a period of not
22 less than twenty (20) hours per week and who performs all of his/her employment
23 functions on the property of the employer or management company and is issued
24 an annual federal tax statement of earnings (W-2Form).

25 15. **Extra Time at Scene/Labor** shall mean any extra time beyond one-half hour,
26 needed to safely remove a vehicle or vessel and shall also include the amount of
27 time spent at a scene when a towtruck has been summoned and is on scene but
28 unable to proceed through no fault of the towtruck operator. All extra time/labor
29 shall be documented by the towtruck driver and shall include the name of the law
30 enforcement agency and the law enforcement agency case number or the officer's
31 name and badge number. The documentation shall also include a detailed

1 explanation of the services rendered which necessitated the charges and if
2 possible photographs of the scene. Extra time/labor shall be charged in 15-minute
3 increments.

4 16. **Good Faith Effort** shall mean that required steps have been performed by the
5 towtruck company according to Florida Statute 713.78, Section (4) (d) to locate
6 the vehicle/vessel owner or lien holder.

7 17. **Gross weight** shall mean the weight of a towtruck in pounds plus the weight of
8 the vehicle(s)/vessel(s) and contents being towed.

9 18. **License** shall mean the Business Operating Permit, Certificate or document which
10 allows a person to engage in Palm Beach County in the activity of recovering,
11 towing, removing, and storing of vehicles and/or vessels for compensation. As
12 used in this article, a license shall not mean a municipal or county Business Tax
13 Receipt.

14 19. **Light Reflective Sign** shall mean an 18 inch wide by 24 inch high sign made of
15 aluminum (at least .040 thickness) or fiber reinforced plastic (at least .090
16 thickness). The entire background surface and all lettering must at a minimum be
17 Type 1 Engineered Grade Sheeting (ASTM D4956-01) or 3M Engineer Grade
18 Prismatic Reflective Sheeting Series 3430 (or equivalent). The letters may be
19 screen printed on the Type 1 sheeting using a compatible transparent ink so that
20 the retroreflection is maintained and visible.

21 20. **Mechanical Connection** shall mean any type of physical connection between a
22 vehicle or vessel to be towed and the towtruck/flatbed truck/car carrier and
23 includes the use of devices for maneuvering unattended vehicles/vessels unable to
24 be safely moved by conventional winching or towing equipment.

25 21. **Non-consent Tow** shall mean the recovery, towing, removal and storage of a
26 vehicle or vessel without authorization of the vehicle/vessel owner or authorized
27 driver and shall include both "Police Directed Tows" and "Private Property
28 Impounds" as defined herein.

29 22. **Non-Consent Towing Company** shall mean person(s) who perform "Police
30 Directed Tows" or "Private Property Impounds" as defined herein.

31 23. **Operate** shall mean providing the services of recovering, towing, or removing

- 1 vehicles or vessels and any vehicle/vessel storage services associated therewith.
- 2 24. **Operator** shall mean any person who provides the services of recovering, towing,
- 3 or removing vehicles and any vehicle storage services associated therewith and
- 4 includes without distinction the owning entity of a towing firm and the driver of a
- 5 tow truck.
- 6 25. **Person** shall mean any natural person, firm, partnership, association, corporation
- 7 or other entity of any kind whatsoever.
- 8 26. **Place of business** shall mean the towtruck company that provides towing,
- 9 removal, recovery and storage services.
- 10 27. **Police Directed Tow** shall mean the removal and storage of a wrecked or
- 11 disabled vehicles at the direction of police/law enforcement from an accident
- 12 scene or the removal and storage of a vehicles in the event the vehicle owner or
- 13 authorized driver is incapacitated, unavailable, or otherwise does not consent to
- 14 the removal of the vehicle, excepting, however, all incidents of "Private Property
- 15 Impounds" as herein defined below.
- 16 28. **Prior Express Instruction** shall mean a clear, definite and explicit request: a)
- 17 made by a police agency to recover, tow, remove, or store a specific and
- 18 individual vehicle or vessel which is disabled, abandoned, or parked without
- 19 authorization or whose vehicle/vessel owner or authorized driver is unable or
- 20 unwilling to remove the vehicle; or b) made in writing by a real property owner or
- 21 duly authorized agent of the real property owner, as specifically referenced on the
- 22 written contract between the real property owner and towtruck company, to
- 23 recover, tow, remove and store a specific and individual vehicle or vessel parked
- 24 without permission of the real property owner. The towtruck company, an
- 25 employee or agent thereof shall not be the designated agent of the real property
- 26 owner for the purpose of providing prior express instruction to recover, tow,
- 27 remove or store the vehicle or vessel.
- 28 29. **Private Property Impound** shall mean towing or removal of a vehicle or vessel,
- 29 without the consent of the vehicle/vessel's owner or authorized driver when that
- 30 vehicle/vessel is parked on real property, as authorized by Section 715.07, Florida
- 31 Statutes, as may be amended.

1 30. **Proof of Ownership for Vehicle/Vessel Release** shall mean that one or more of
2 the following documents are required along with a government issued photo
3 identification:

- 4 a. Current vehicle registration;
- 5 b. Vehicle Title;
- 6 c. An authorized driver/agent with a notarized release from the
7 vehicle/vessel owner or lien holder. Vehicle/Vessel owners have the right
8 to identify/approve designated agents to claim vehicles on their behalf. A
9 facsimile or electronic transfer of a notarized release statement from the
10 vehicle/vessel owner shall be accepted;
- 11 d. Insurance Card with the vehicle/vessel owner's information, vehicle
12 description and Vehicle Identification Number;
- 13 e. Licensed Dealer in possession of an auction buyers sales invoice; and/or
- 14 f. A notarized bill of sale for non-titled vehicles or vessels.

15 If the owner of the vehicle has had his/her Florida driver's license confiscated by
16 law enforcement and has no other government issued photo identification then at
17 least one of the following forms of identification shall be accepted: an itemized
18 voucher/property receipt from an arresting law enforcement agency, a booking or
19 arrest record, or original citation from a law enforcement agency all issued within
20 seven (7) days of the date the vehicle was towed.

21 31. **Real Property Owner** shall mean that person who exercises dominion and
22 control over real property, including but not limited to, the legal titleholder,
23 lessee, designated representative of a condominium or homeowner's association
24 or any person authorized to exercise or share dominion and control over real
25 property; provided, however, that "real property owner" shall not mean or include
26 a person providing towing services within the purview of this Ordinance.

27 32. **Recover** shall mean to take possession of a vehicle or vessel and its contents and
28 to exercise control, supervision and responsibility over it.

29 33. **Recovery** shall mean the removal of a vehicle or vessel from an area not readily
30 accessible to a roadway (i.e., within a standard cable length).

31 34. **Remove** shall mean to change the location of a vehicle by towing it.

- 1 35. **Revoke** shall mean to annul and make void the operating permit of a towtruck
2 company engaged in providing towing services.
- 3 36. **Storage** shall mean to place and leave a towed vehicle or vessel at a location
4 where the person providing the towing services exercises control, supervision and
5 the responsibility over the vehicle.
- 6 37. **Storage facility** shall mean the location where towed vehicles or vessels are
7 stored.
- 8 38. **Tow** shall mean to haul, draw or pull along a vehicle or vessel by means of a
9 towtruck equipped with booms, car carriers, winches or similar commercially
10 manufactured equipment.
- 11 39. **Towing** shall mean the act of moving one vehicle or vessel from one point to
12 another (including hook-up, lift, and transport) using what is commonly referred
13 to as a tow truck or a car carrier.
- 14 40. **Towing Operating Permit** shall mean the authority required by the provisions of
15 this Ordinance of any individual or towing company engaging in the business of
16 both non-consent and consent towing of vehicles/vessels.
- 17 41. **Towtruck** shall mean any vehicle used to tow, haul, carry or to attempt to tow,
18 haul or carry a vehicle or vessel.
- 19 42. **Towtruck Company** shall mean any person, company, corporation, or other
20 entity, which engages in, owns or operates a business which provides towing,
21 recovery, removal and storage of vehicles or vessels for compensation.
- 22 43. **Towtruck Decal** shall mean a decal placed upon any towtruck granted approval
23 to provide non-consent towing services by the Division.
- 24 44. **Towtruck Driver** shall mean the individual who is driving or physically
25 operating a towtruck for a towtruck company engaged in non-consent tows.
- 26 45. **Unfair or deceptive trade acts or practices** shall mean unfair methods of
27 competition, unconscionable acts or practices and unfair deceptive acts or
28 practices in the conduct of any consumer transaction and shall include but are not
29 limited to the following:
- 30 a. Representations that goods or services have sponsorship, approval,
31 characteristics, ingredients, uses, benefits, or quantities which they do not

- 1 have;
- 2 b. Representations that a person or towtruck company has a sponsorship,
- 3 approval, status, affiliation or connection which he or she does not have;
- 4 c. Representations that goods are original or new if in fact they are not, or if
- 5 they are deteriorated, altered, reconditioned, reclaimed, or second-hand;
- 6 d. Representations that goods are of a particular standard, brand, quality,
- 7 style, or model, if they are of another;
- 8 e. Representations that goods or services are those of another, if they are not;
- 9 f. Using deceptive representations or designations of geographic origin in
- 10 connection with goods or services;
- 11 g. Advertising goods or services intending not to sell them as advertised;
- 12 h. Advertising goods or services with intent not to supply reasonable
- 13 expectable public demand, unless the advertisement discloses a limitation
- 14 of quantity;
- 15 i. Making false or misleading statements concerning the need for, or
- 16 necessity of, any goods, services, replacements, or repairs;
- 17 j. Disparaging the goods, services, or business of another by false or
- 18 misleading representations of fact;
- 19 k. Making false or misleading statements of fact concerning the reasons for
- 20 the existence of, or amounts of price reductions;
- 21 l. Failing to return or refund deposits or advance payments for goods not
- 22 delivered or services not rendered, when no default or further obligation of
- 23 persons making such deposits or advance payments exists;
- 24 m. Taking consideration for goods or services intending not to deliver such
- 25 goods or perform such services, or intending to deliver goods or provide
- 26 service materially different from those contracted for, ordered or sold;
- 27 n. Offering gifts, prizes, free items, or other gratuities, intending not to
- 28 provide them as offered in connection with a sale of goods or services to a
- 29 consumer;
- 30 o. Making false or misleading statements concerning the existence, terms, or
- 31 probability of any rebate, additional goods or services, commission, or

- 1 discount offered as an inducement for the sale of goods or services;
- 2 p. Using physical force, threat of physical force, or coercion in dealing with
- 3 consumers;
- 4 q. Any violation of the Florida Deceptive and Unfair Trade Practices Act,
- 5 Section 501.201 et seq., Florida Statutes.
- 6 46. **Vehicle** shall mean an automobile, truck, bus, trailer, motorcycle, moped,
- 7 motorized scooters, recreational unit primarily designed as temporary living
- 8 quarters which either has its own motive power or is drawn by another vehicle, or
- 9 any other mobile item using wheels and being operated on the roads of Palm
- 10 Beach County, which is used to transport persons or property and is propelled by
- 11 power other than muscular power; provided, however, that the term does not
- 12 include bicycles, traction engines, road rollers, commercial heavy equipment or
- 13 vehicles which run only upon a track.
- 14 47. **Vessel** shall mean every description of watercraft, barge and air boat used or
- 15 capable of being used as a means of transportation on water, other than a seaplane
- 16 or a “documented vessel” as defined in s.327.02, Florida Statutes.
- 17 48. **Vehicle or Vessel Owner** shall mean a person with the “Proof of Ownership”
- 18 described in this Ordinance.
- 19

20 **SECTION 3. Towtruck Class Specifications.**

21 All towing vehicles must meet the following requirements and be commercially manufactured

22 and meet all federal transportation and towtruck requirements.

23 A. Class A Ratings

24 Towtruck

- 25 1. Minimum gross weight 14,500 lbs.
- 26 2. Minimum boom capacity 16,000 lbs.
- 27 3. Minimum winching capacity 8,000 lbs
- 28 4. Minimum cable size and length3/8"X100'
- 29 5. Minimum wheel lift retracted rating 5,000 lbs.
- 30 6. Minimum wheel lift extended rating 4,000 lbs.
- 31 7. Minimum tow sling safe lift..... 3,500 lbs.
- 32 8. Minimum safety chains (2 each).....5/16" grade 70
- 33 9. Minimum cab to axle dimension.....60"
- 34

35 Car Carrier

- 36 1. Minimum gross weight 15,000 lbs.
- 37 2. Minimum deck capacity..... 10,000 lbs.

- 1 3. Minimum length..... 19'
- 2 4. Minimum winching capacity 8,000 lbs.
- 3 5. Minimum cable size and length 3/8"X50'
- 4 6. Minimum tie down chains (4 each) 5/16" grade 80
- 5 7. Tie down straps (optional) (4 each) 2,000 lbs. each wheel
- 6 8. Minimum cab to axle dimension..... 120"
- 7
- 8 Light Duty – Non-Police Towing
- 9 1. Minimum gross weight... 9,500 lbs.
- 10 2. Minimum weight of towtruck 4,000 lbs.
- 11 3. Minimum wheel lift extended rating 2,500 lbs
- 12 4. Minimum cab to axle dimension..... 60"
- 13
- 14 B. Class B Ratings (Medium Duty)
- 15
- 16 Towtruck
- 17 1. Minimum gross weight 19,000 lbs.
- 18 2. Minimum boom capacity 24,000 lbs.
- 19 3. Minimum winching capacity dual 12,000
- 20 4. Minimum cable size and length 7/16" x 150'
- 21 5. Minimum wheel lift retracted rating 10,500 lbs.
- 22 6. Minimum wheel lift extended rating 6,500 lbs.
- 23 7. Minimum tow sling safe lift..... 3,500 lbs.
- 24 8. Minimum safety chains (2 each)..... 3/8" grade 80
- 25 9. Minimum cab to axle dimension..... 96"
- 26 10. Required State DOT Registration
- 27
- 28 Car Carrier
- 29 1. Minimum gross weight 22,500 lbs.
- 30 2. Minimum deck capacity..... 10,000 lbs.
- 31 3. Minimum wheel lift capacity for 2nd vehicle 4,000 lbs.
- 32 4. Minimum length..... 19'
- 33 5. Minimum winching capacity 8,000 lbs.
- 34 6. Minimum cable size and length 3/8"X50'
- 35 7. Minimum tie down chains (4 each) 5/16" grade 80
- 36 8. Tie down straps (optional) (4 each) 2,000 lbs. Each wheel
- 37 9. Minimum cab to axle dimension..... 120"
- 38 10. Required State DOT Registration
- 39
- 40 C. Class C Towtruck - Ratings (Heavy Duty)
- 41 1. Minimum gross weight 33,000 lbs.
- 42 Air brakes, all tires H rated, capacity must
- 43 equal axle rating. Device required to control
- 44 disabled vehicle's brakes.
- 45 2. Minimum boom capacity 50,000 lbs.
- 46 3. Minimum winching capacity 50,000 lbs.
- 47 4. Minimum cable size and length 5/8"X150'
- 48 5. Minimum wheel lift retracted rating 40,000 lbs.
- 49 6. Minimum wheel lift extended rating 12,000 lbs.
- 50 7. Minimum tow Bar..... 10,000 lbs.
- 51 8. Minimum safety chains (2 each)..... 1/2" grade 80
- 52 9. Minimum cab to axle dimension..... 156"
- 53 10. Required State DOT Registration
- 54
- 55 D. Class D. Towtruck - Ratings (Ultra Heavy Duty)
- 56 1. Minimum gross weight 58,000 lbs.
- 57 Air brakes, all tires H rated, capacity must
- 58 equal axle rating. Device required to control
- 59 disabled vehicle's brakes. Tandem axles required.
- 60 2. Minimum boom capacity. 100,000 lbs.
- 61 3. Minimum winching capacity. 100,000 lbs.

- 1 4. Minimum cable size and length3/4"X250'
- 2 5. Minimum wheel lift retracted rating 40,000 lbs.
- 3 6. Minimum wheel lift extended rating 15,000
- 4 7. Minimum heavy-duty towbar rating 10,000 lbs.
- 5 8. Minimum safety chains (2 each).....1/2" grade 80
- 6 9. Minimum cab to axle dimension.....18'
- 7 10. Required State DOT Registration
- 8

9 **SECTION 4. Operating Permit Required.**

- 10 A. Towing: It shall be unlawful for any person to recover, tow, remove or store a
- 11 vehicle/vessel for compensation in Palm Beach County or to cause or permit any other
- 12 person for compensation to recover, tow, remove or store a vehicle/vessel in Palm Beach
- 13 County. It shall also be unlawful ~~or~~ to advertise said services without first obtaining and
- 14 maintaining a current and valid operating permit pursuant to the provisions of this
- 15 Ordinance. A person conducting non-consent tows in Palm Beach County but having
- 16 his/her primary place of business outside of Palm Beach County shall be required to
- 17 obtain an Operating Permit and shall be subject to all the provisions of this Ordinance.
- 18 B. Nothing in this Ordinance shall be construed to prohibit the discharge or storage of a
- 19 vehicle lawfully recovered, towed or removed in another county and lawfully transported
- 20 into Palm Beach County; nor shall anything in this Ordinance be construed to prohibit a
- 21 vehicle owner or authorized agent from requesting the services of a towing business not
- 22 regularly doing business in Palm Beach County (i.e., routinely, contracted, etc.) to tow or
- 23 transport such vehicle out of Palm Beach County.
- 24 C. The provisions of this Ordinance shall not apply to governmental agencies, vehicle rental
- 25 companies which tow their own vehicles, to businesses utilizing trucks capable of
- 26 transporting five (5) or more vehicles at one time, or to persons who use towing vehicles
- 27 to transport their vehicles solely for personal, family, household or recreational use.
- 28

29 **SECTION 5. New Applications/Renewals and Issuance of Operating Permit;**
30 **Fees.**

- 31
- 32 A. The Division shall issue either a Towing Operating Permit or a Consent-Only Towing
- 33 Operating Permit to towtruck companies which have met the standards and requirements
- 34 for an operating permit as provided for in this Ordinance.
- 35 B. Every application/renewal for an operating permit shall be in writing, signed and verified

1 by the applicant, and filed with the Division. The application/renewal shall be on a form
2 prescribed by the Division and shall contain information, including but not limited to:

- 3 1. Sufficient information to identify the applicant, including but not limited to, full
4 legal name, date of birth, telephone numbers, the place of business and residence
5 addresses, a copy of the applicant's Palm Beach County Business Tax Receipt and
6 Florida driver's license number. If the applicant is a corporation, the foregoing
7 information shall be provided for each corporate officer, director, registered agent
8 and shareholder. If the applicant is a partnership, the foregoing information shall
9 be provided for each general and limited partner. Post office box addresses shall
10 not be accepted.
- 11 2. Documentation demonstrating that all corporate or partnership applicants are
12 qualified under the laws of Florida to do business under the trade name or names
13 under which it has applied for an operating permit.
- 14 3. A list of all persons with any ownership interest in the company who have
15 previously been denied an operating permit from this or any other jurisdiction.
- 16 4. Verification of the business' current corporate status and Fictitious Name
17 Registration (if applicable) with the State of Florida.
- 18 5. Any trade name under which the business operates, intends to operate, or has
19 previously operated.
- 20 6. The location and physical addresses of all places of business including storage
21 facilities.
- 22 7. A description of services proposed to be provided, including, but not limited to,
23 days and hours of operation and types of towing and storage services to be
24 provided.
- 25 8. Proof of insurance as required in Section 7 (Insurance Requirements) of this
26 Ordinance. As proof of insurance, a certificate of insurance must be submitted on
27 the company's behalf directly to the Division by the insurance company or agent.
- 28 9. A signature of each individual applicant, president or vice-president of a
29 corporation and of all the general and limited partners of a partnership having 25
30 percent or greater ownership in the company.
- 31 10. The submission of a statement assuring that each towtruck is commercially

1 manufactured, meets the specifications listed herein, is in safe operating condition
2 and receives routine service/maintenance.

3 11. An agreement on the part of the applicant to abide by the provisions of this
4 Ordinance and the laws of the State of Florida.

5 12. Such additional information required by the Division to process the
6 application/renewal.

7 C. The Division shall review and investigate each application/renewal of an operating
8 permit and shall deny any application/renewal that is incomplete or untrue in whole or in
9 part, or which fails in any way to meet the requirements of this Ordinance including but
10 not limited to the following:

11 1. The applicant has been convicted of, found guilty of, or pled guilty or nolo
12 contendere to, regardless of the adjudication of guilt, within the last ten (10) years
13 involving: repossession of a motor vehicle under Chapter 493, F.S., repair of a
14 motor vehicle under ss. 559.901-559.9221, F.S., theft of a motor vehicle under s.
15 812.014, F.S., carjacking under s. 812.133, F.S., operation of a chop shop under s.
16 812.16, F.S., failure to maintain records of motor vehicle parts and accessories
17 under s. 860.14, F.S., airbag theft or use of fake airbags under s. 860.145 or s.
18 860.146, overcharging for repairs and parts under 860.15, F.S., or violation of the
19 towing or storage requirements for a motor vehicle under s. 321.051, F.S.,
20 Chapter 323, F.S., s. 713.78, F.S., s. 715.07, F.S., or any felony where use of a
21 vehicle was involved in theft of property. In the case of a corporate or partnership
22 applicant, all corporate officers and directors, or partners shall provide all such
23 information, as the case may be.

24 2. Any unsatisfied civil fines or penalties arising out of an administrative or
25 enforcement action brought by the Division (including any Cease and Desist
26 Orders and/or Assurances of Voluntary Compliance issued by the Division) or
27 another governmental agency based upon conduct involving a violation of this
28 Ordinance or other towing regulations.

29 3. Any criminal, administrative, or enforcement proceeding in any jurisdiction based
30 upon conduct involving a violation of this Ordinance or other towing regulations.

31 This paragraph shall apply to consent-only towing companies when such

1 proceedings from other jurisdictions relate to public safety.

2 4. Any unsatisfied judgments entered in an action brought by the Division under this
3 Ordinance.

4 5. Has had its operating permit previously revoked by action of the Division or any
5 other jurisdiction within two (2) years of the date of application. This paragraph
6 shall apply to consent-only towing companies when such proceedings relate to
7 public safety.

8 D. All towtruck companies which desire to operate in Palm Beach County must secure an
9 operating permit and follow the permitting procedures described in this section prior to
10 conducting business. If there are six months or less remaining before the annual renewal
11 period, the non-refundable fee for the operating permit shall be fifty (50) percent of the
12 approved fee, otherwise all other fees are applicable.

13 E. Each operating permit and towtruck decal issued pursuant to this section shall be valid
14 and effective for one (1) year, terminating on December 31 of each year. Failure to
15 submit an operating permit application and the required non-refundable fee for renewal
16 by September 30 of each year will result in the assessment of a non-refundable late fee.
17 All fees shall be established by a resolution of the Commission.

18 F. Towtruck companies failing to submit a complete and true application within thirty (30)
19 calendar days after the Division's receipt of the application shall be denied an operating
20 permit. Within ten (10) business days of receipt of the Division's notice of denial, such
21 towtruck companies may refile a complete and true application and pay a non-refundable
22 application re-filing fee established by a resolution of the Commission. Failure to refile
23 an application within this ten (10) day period will result in the towtruck company being
24 required to submit a new application and repaying the non-refundable application permit
25 fee and applicable towtruck decal fees. The failure to refile and pay the required fees
26 will result in the denial of the operating permit application for that licensing period.

27 G. After initial application and upon renewal, the applicant shall submit to a background
28 investigation every other year.

29 H. Each operating permit shall be printed on a certificate containing, at a minimum, the
30 name and address of the company, the name of the principal, the dates the operating
31 permit is in effect, and the identifying number assigned by the Division to the company.

- 1 The operating permit certificate issued by the Division shall remain the property of Palm
2 Beach County and shall be used only under the authority of the Division.
- 3 I. All operating permits shall be renewed annually. As a part of the renewal process, the
4 original application shall be updated and verified by the applicant. Each updated renewal
5 application shall be accompanied by a non-refundable fee. All operating permits which
6 are not renewed shall automatically expire upon the expiration date of the operating
7 permit, as stated on the operating permit, and all recovery, towing, removing and storage
8 services permitted shall cease immediately. The Division shall deny each renewal
9 application that is not timely, is incomplete, is untrue in whole or in part, is
10 unaccompanied by the required fees, or results in a determination by the Division that the
11 applicant has failed to satisfy the requirements of this Ordinance.
- 12 J. An operating permit issued or renewed pursuant to the provisions of this section shall not
13 be transferable, nor shall the ownership structure of the operating permit be so modified
14 as to constitute a change in the control or ownership of the operating permit. If the
15 business changes its name or ownership structure, a new business permit application and
16 the business application permit fee shall be submitted to the Division within forty-five
17 (45) days of said change. In cases where the name of the business changes, the new
18 business will be required to have each vehicle inspected and must also pay decal/vehicle
19 fees.
- 20 K. Failure to comply with the provisions of this section may result in denial of an operating
21 permit, revocation or suspension of the operating permit, a denial of renewal of such
22 operating permit, issuance of a civil citation, a criminal conviction and/or other such
23 remedies available to the Division herein.
- 24 L. All fees collected shall be deposited in a separate County fund for the Division's
25 operation.
- 26 M. Start-Up: The Board of County Commissioners may adjust the operating permit fees,
27 decal fees and the deadline for submitting applications if the initial licensing period is
28 less than a full year after the effective date of this Ordinance. Towtruck companies
29 which were issued 2010 operating permits prior to the effective date of this Ordinance
30 shall not be required to pay any increase or additional fees implemented through the
31 approval of this Ordinance for the start-up year.

SECTION 6. Inspection of Storage Yards and Public Offices Required.

A. Prior to the issuance of an operating permit, the Division shall inspect each storage facility and public office area to assure compliance with this Ordinance and the following:

B. Non-Consent Towing Storage facilities must meet the following requirements:

1. Adequate chain-link or solid-wall fencing that has a minimum height of six (6) feet with lockable and secure gates surrounding the storage facility.
(713.78(7)(b)1), F.S.
2. At least ten (10) feet by twenty (20) feet of outdoor storage space for each standard vehicle/vessel (more for larger vehicles). The facility must be able to accommodate a minimum of ten (10) standard size vehicles. For towing companies unable to provide outdoor storage, an indoor facility must be provided with the same space for a minimum of ten (10) standard size vehicles and must use one or more of the security methods defined herein. Towing companies which provide only indoor storage shall not exceed the maximum allowable outdoor storage rates established by the Commission.
3. At least ten (10) feet by twenty (20) feet of indoor storage space for each standard vehicle/vessel. The indoor storage space must adequately protect the vehicle from natural (i.e., rain, hail, etc.) and man-made (i.e., paint, chemicals, etc.) elements, be isolated to prevent contact with unapproved personnel/public and be placed in such a manner to prevent damage by any other means. Indoor storage space shall be adequately vented to the outside to prevent accumulation of toxic fumes or gases that may pose a threat to human health. The indoor facility must be able to accommodate a minimum of at least two standard size vehicle.
4. Illuminate the storage facility with lighting of sufficient intensity to reveal persons and vehicles/vessels at a distance of 150 feet during nighttime.
(713.78(7)(b)2), F.S.
5. Each storage facility must use one or more of the following security methods to discourage theft of vehicles/vessels or of any personal property contained in such

1 vehicles/vessels:

- 2 a. A night dispatcher or watchman remaining on duty at the storage facility
3 from sunset to sunrise;
- 4 b. A guard dog (as licensed and approved by the Palm Beach County Animal
5 Care & Control Division) which remains at the storage facility from sunset
6 to sunrise;
- 7 c. Security cameras or other similar electronic surveillance devices which
8 monitor and record activities in the storage facility during the hours the
9 business is closed to the public; or
- 10 d. A licensed security guard service which examines/patrols the storage
11 facility at least once each hour from sunset to sunrise. (713.78(7)(b)3),
12 F.S.

13 6. An appropriate office area protected from the weather and equipped with a wired
14 telephone system and approved sanitary facilities in accordance with the
15 requirements of Chapter 64E-10, FAC.

16 C. By resolution, the Commission may establish a storage yard inspection fee.
17

18 **SECTION 7. Insurance Requirements.**

- 19 A. It shall be unlawful for any towtruck company to recover, tow, or remove a
20 vehicle/vessel or to provide vehicle/vessel storage services in connection therewith until
21 that company has filed with the Division and maintains in effect, the following types of
22 commercial insurance: auto liability for each vehicle, general/garage liability, on-hook
23 cargo liability and worker's compensation (as required by state law). The Board shall
24 establish the minimum insurance limits by resolution for each insurance type.
- 25 B. All insurance policies required shall be issued by insurance companies licensed and
26 admitted to write commercial liability insurance in the State of Florida. No policy shall
27 be accepted which is less than a six (6) month duration. Each policy shall be endorsed to
28 provide for thirty (30) days written notice to the Division of any non-renewal of the
29 policy or at least ten (10) days written notice to the Division of any cancellation/non-
30 payment of the policy.

1 C. A properly completed Certificate of Insurance evidencing all insurance coverages shall
2 be made available to the Division upon application for an operating permit. Each vehicle
3 must be listed on the certificate(s) by its year, make and vehicle identification number.
4 Certificates of Insurance must contain the following name and address as Certificate
5 Holder:

6 Board of County Commissioners of Palm Beach County
7 c/o Division of Consumer Affairs
8 50 South Military Trail
9 West Palm Beach, FL 33415

10
11 Evidence of the renewal of the policy shall be filed with the Division prior to such
12 policy's expiration date. Failure to file such evidence of insurance, or failure to have
13 same in full force and effect, may result in denial of a permit, revocation or suspension of
14 the permit, a denial of renewal of such permit, issuance of a civil citation, a misdemeanor
15 charge or other such remedies available to the Division herein.

16 D. The Division may deny, suspend or revoke the operating permit of any company for
17 failure to obtain or maintain insurance as required by this Ordinance. Any company
18 which submits false or fraudulent insurance documents shall be subject to immediate
19 denial or revocation. Such companies shall not be eligible to reapply for a business
20 permit for five (5) years. The Division shall notify the State Department of Financial
21 Services/Division of Insurance Fraud for follow-up investigation and review. Upon
22 denial, suspension or revocation of the business permit, the company shall be entitled to
23 an appeal according to the provisions in Section 27 (Hearings and Appeals).

24 E. The Division shall suspend the operating permit of any company which fails to ensure
25 that each and every registered vehicle associated with the company has:

- 26 1. A current certificate of insurance provided to the Division by the authorized agent
27 or insurance company no later than the date of expiration of its previous policy, or
- 28 2. A reinstatement notice provided to the Division no later than the date of
29 cancellation of said policy.
- 30 3. Any company which has had its business permit suspended more than two (2)
31 times in any twelve (12) month period may have such permit revoked for a period
32 of 1 year.

33 F. An "administrative insurance reactivation" fee established by resolution of the Board,

1 shall be assessed all towtruck companies that are suspended pursuant to paragraph D
2 above. The suspension shall not be withdrawn until the fee is paid to the Division.
3

4 **SECTION 8. Towtruck Registration; Towtruck Standards; Decals.**

5 A. It shall be unlawful to recover, tow or remove a vehicle/vessel or to store it in connection
6 therewith unless the towtruck used to provide such service displays in the lower left
7 corner (driver side) of the front window a current decal issued by the Division. The
8 towtruck decal remains the property of the Division and can be used only under the
9 authority of the Division.

10 B. The Division is authorized to issue current towtruck decals for each separate towtruck
11 upon application by the towtruck company and completion or satisfaction of the
12 following:

- 13 1. Inspection by personnel authorized by the Division to ensure that the towtruck
14 clearly displays the company name on the exterior of the driver and passenger
15 sides in permanently affixed letters in contrasting colors at least three (3) inches
16 high. The physical address of the business, telephone number and operating
17 permit number must be in at least one (1) inch permanently affixed letters in
18 contrasting colors on the exterior driver and passenger sides.
- 19 2. Submission of an affidavit to the Division assuring that each towtruck is
20 commercially manufactured and meets the specifications listed in Section 3
21 (Towtruck Class Specification) of this Ordinance and is in safe operating
22 condition.
- 23 3. An application form prepared by the Division and completed by the towtruck
24 company, which correctly indicates the year, make, model, vehicle identification
25 number, and the State of Florida motor vehicle license plate number and the
26 expiration date of the license plate of the towtruck. A copy of the State of Florida
27 Vehicle Registration shall be provided for each vehicle to be registered/permitted
28 with the Division.
- 29 4. Payment of a non-refundable decal fee established by resolution of the
30 Commission and deposited and used in the same manner as other fees and charges

1 under this Ordinance.

2 5. Inspection of the towtruck by personnel authorized by the Division to ensure that
3 the towtruck meets the minimum towtruck signage requirements and safety and
4 equipment standards. The minimum safety requirements for all towtrucks shall
5 be:

6 a. Compliance with Section 3 (Towtruck Class Specification) of this
7 Ordinance;

8 b. Vehicle and towing apparatus in safe operating condition pursuant to
9 Chapter 316, F.S;

10 c. Tire conditions and tread;

11 d. Braking performance;

12 e. Lights – head, parking, rear, signal and flood;

13 f. Amber emergency lighting;

14 g. Fire extinguisher;

15 h. Safety Equipment – Flares, light reflective safety cones or red triangle
16 highway warning reflectors; and

17 i. Flashlight.

18 Towtrucks used exclusively for Police Directed tows shall be required to also
19 have the following:

20 a. “Oil Dry” or its equivalent; and

21 b. Equipment – crowbar/pryer, jumper cables, bolt cutters, 4-way lug
22 wrench, extra tow chain, five (5) gallon trash receptacle, fire axe, heavy
23 duty push broom and shovel.

24 C. It shall be unlawful for any towtruck company to alter or transfer ownership of any decal.
25 If a towtruck is destroyed or sold, the towtruck company must remove said decal and
26 surrender the remains to the Division.

27 D. Any additional towtrucks must comply with this Section prior to being used for recovery,
28 towing or removal of any vehicle/vessel. Upon compliance with this Section, additional
29 towtrucks acquired during the licensing year will receive a decal at a prorated fee. The
30 prorated fee shall be fifty (50) percent of the regular decal fee if there are six months or
31 less remaining before the annual renewal period.

- 1 E. Decals shall be issued in numerical order and each decal issued shall display its assigned
2 number. Decals shall be issued annually when the operating permit is renewed.
- 3 F. The decal for each towtruck shall be affixed by personnel authorized by the Division and
4 shall at all times be displayed and available for inspection by any law enforcement officer
5 or by personnel authorized by the Division to perform enforcement duties.
- 6 G. Replacement or duplicate decals may be authorized by the Division upon the completion
7 of an application and notarized statement of the towtruck company stating that such
8 replacement or duplicate decal is necessary and stating the reasons for such request,
9 along with a nominal charge to be approved by resolution of the Commission.
- 10 H. A towing company which has towtrucks inspected by a municipality or law enforcement
11 agency that meet the inspection requirements of this Ordinance, shall be exempt from the
12 inspection requirements herein as long as the inspection took place within ninety (90)
13 days of the required Division inspection. However, all towtrucks operating pursuant to
14 this Ordinance shall be registered with the Division and meet the vehicle safety
15 requirements of this Ordinance.
- 16

17 **Section 9. Inspection Procedures and Requirements.**

- 18 A. The Division shall conduct storage facility and individual towtruck inspections upon the
19 completion and submittal of all application requirements by each towtruck company.
20 The Division will provide written notification (fax or electronic notification acceptable)
21 to the towtruck company of the need for inspection of storage facilities and all towtrucks.
- 22 1. Within five (5) business days of notification, the towtruck company shall contact
23 the Division to schedule an appointment for inspection. Said inspection shall be
24 completed within twenty (20) business days after the towtruck company contacts
25 the Division to schedule the inspection. If the towtruck company does not
26 schedule the inspection within five (5) business days of notification, then prior to
27 inspection, an inspection late fee established by resolution of the Commission
28 must be paid to the Division. Failure to schedule the appointment following
29 initial notification by the Division within the five (5) day time period shall result
30 in the denial of the operating permit and a requirement that the operating permit

1 application be resubmitted along with applicable non-refundable operating permit
2 application re-filing fees established by resolution of the Commission.

3 2. If the towtruck company cancels the inspection, a cancellation fee must be paid to
4 the Division prior to inspection. Failure to reschedule the appointment within
5 eleven (11) business days of the initial notification by the Division or to complete
6 said inspection within twenty (20) business days after the appointment has been
7 rescheduled, shall result in the denial of the operating permit and a requirement
8 that prior to inspection, the operating permit application be resubmitted along
9 with applicable non-refundable application re-filing fees established by resolution
10 of the Commission. The applicant shall only be permitted one opportunity to
11 reschedule the required inspections.

12 B. If a storage facility inspection reveals deficiencies (fails) and a reinspection is required,
13 then a storage facility reinspection fee must be paid to the Division. The fee is to be
14 established by the Commission by resolution. Within five (5) business days of
15 notification, the towtruck company shall contact the Division to schedule an appointment
16 for reinspection. Said reinspection shall be completed within twenty (20) business days
17 after the towtruck company contacts the Division to schedule the reinspection. Failure to
18 complete said reinspection within twenty (20) business days after the appointment has
19 been scheduled, shall result in the denial of the operating permit and a requirement that
20 the application be resubmitted along with applicable non-refundable application re-filing
21 fees established by resolution of the Commission.

22 C. Upon the Division's inspection of the storage facility and towtruck(s), if all towtrucks are
23 not available/present, then the towtruck company shall bring the unavailable truck(s) to
24 the Division's designated inspection site within five (5) business days by appointment. If
25 the towtruck(s) are not inspected within five (5) business days, then a vehicle inspection
26 late fee must be paid to the Division. The fee is to be established by the Commission by
27 resolution.

28 D. If towtruck inspection reveals deficiencies (fails) and a reinspection is required, then the
29 failed truck(s) are to be brought to the Division's designated reinspection site within 5
30 business days by appointment. The vehicle reinspection fee shall be applied each time the
31 individual towtruck fails the inspection process. If the towtruck is not reinspected within

1 five (5) business days, then a late vehicle reinspection fee must be paid to the Division.

2 E. Towtrucks that are out of service at the time of a scheduled vehicle inspection and are
3 expected to be out-of-service longer than five (5) business days as well as towtrucks that
4 have failed two (2) inspections will be red-tagged by the Division. A red-tag "out of
5 service" decal will be applied to the vehicle by a Division employee and the vehicle may
6 not be used for any business or towing purposes until such time as the vehicle is brought
7 to the Division's designated site, inspected and approved for operation. Only Division
8 employees may remove the red-tag decal.

9 F. It shall be unlawful to operate a towtruck which has failed to pass any critical item
10 specified on any towtruck inspection performed by personnel authorized by the Division
11 or has failed to correct other inspection deficiencies within the time period specified by
12 the Division or is operating with safety deficiencies or without the proper insurance
13 coverage. When a towtruck has failed to pass inspection or the owner has failed to
14 correct such inspection deficiencies or the vehicle is operating with safety deficiencies or
15 without the proper insurance coverage, personnel authorized by the Division shall affix to
16 the lower left corner of the towtruck windshield a red tag "out of service" decal/notice. It
17 shall be unlawful for the towtruck company or any other person other than personnel
18 authorized by the Division to remove this notice from the windshield of the towtruck.
19 This notice shall remain the property of the Division and Palm Beach County.

20 G. It is a violation of this Ordinance not to have storage facilities and towtrucks inspected
21 according to the above requirements. Failure to pay the required fees is a violation of
22 this Ordinance.

23

24 **SECTION 10. Non-consent Manifest, Towing Invoice, or Tow Sheet.**

25 A. It shall be unlawful for any person providing nonconsent towing services to recover, tow
26 or remove a vehicle/vessel or provide storage in connection therewith unless the person
27 providing such service shall maintain in his possession a manifest, towing invoice, tow
28 sheet or dispatch records which shall include, but not be limited to, the following
29 information:

30 1. Name of the towtruck company and of the towtruck operator physically providing

1 the service;

2 2. Palm Beach County Decal number of the towing vehicle used to provide the
3 service;

4 3. Name, address and telephone number of the person requesting the service, except
5 as provided in Section 14.E. (Non-consent Towing With Prior Express Instruction
6 of Real Property Owner or Duly Authorized Agent and/or Law Enforcement
7 Agency) of this Ordinance;

8 4. Prior express instruction (signed and dated) of the real property owner provided in
9 the presence of the towtruck driver recovering, towing or removing the
10 vehicle/vessel except as provided in paragraph A. above.

11 5. Date and time the towtruck arrived at the location where the service is to be
12 performed;

13 6. Date and time of release to vehicle/vessel owner or authorized agent;

14 7. Location at which the service originated;

15 8. Destination to which the vehicle/vessel being provided the service is taken and
16 the time of arrival at the destination;

17 9. Description of vehicle/vessel being provided the service, including make, model,
18 year (if known), color, vehicle/vessel identification number (if visible) and license
19 plate number, if any;

20 10. Description of services provided;

21 11. The total charges listed individually and specifically as well as the description of
22 the services rendered;

23 12. When an "extra time/labor at scene" charge is applied, the towtruck driver shall
24 obtain and provide the name of the law enforcement agency and agency case
25 number. In lieu of the case number, the badge number and name of the
26 investigating law enforcement officer on the scene must be provided. A detailed
27 explanation of the services rendered which necessitated the charges shall also be
28 recorded and provided to the vehicle/vessel owner or representative upon
29 demand.

30 13. The following disclosure in bold capitalized letters of at least 12-point type:

31 IF YOU HAVE QUESTIONS OR COMPLAINTS ABOUT NON-

1 CONSENT TOWS UNABLE TO BE RESOLVED BY THE
2 TOWING COMPANY MANAGEMENT, CONTACT THE PALM
3 BEACH COUNTY CONSUMER AFFAIRS DIVISION, WEST
4 PALM BEACH, FLORIDA. TELEPHONE: (561) 712-6600 OR
5 BY INTERNET: www.pbcgov.com/consumer.
6

7 COMPANIES PERFORMING NON-CONSENT TOWS IN PALM
8 BEACH COUNTY ARE REQUIRED TO ACCEPT ALL OF THE
9 FOLLOWING FORMS OF PAYMENT:

- 10
11 1. CASH, MONEY ORDER OR VALID TRAVELER'S CHECK;
12 AND
13 2. VALID BANK DEBIT/CREDIT CARD, WHICH SHALL
14 INCLUDE, BUT NOT BE LIMITED TO, MASTERCARD OR
15 VISA, THAT IS IN THE NAME OF THE VEHICLE/VESSEL
16 OWNER OR AUTHORIZED DRIVER/AGENT; AND
17 3. VALID PERSONAL CHECK SHOWING ON ITS FACE
18 THE NAME AND FLORIDA ADDRESS OF THE
19 VEHICLE/VESSEL OWNER OR AUTHORIZED
20 DRIVER/AGENT.
21

22 B. Each original manifest, towing invoice, or tow sheet shall be available for inspection and
23 a copy provided upon demand by law enforcement officers, by personnel authorized by
24 the Division to perform enforcement duties or to the vehicle vessel owner or his/her
25 authorized driver/agent.
26

27 **SECTION 11. Advertisements.**

28 In all advertisements, towtruck companies performing non-consent towing services shall furnish
29 the complete business address, telephone number and Palm Beach County Towing Operating
30 Permit Number of said towtruck company. The Permit Number is not required in telephone
31 directories where the publisher gratuitously provides a "business listing" with only the company
32 name, address and phone number.
33

34 **SECTION 12. Records Required.**

35 Each towtruck company shall maintain accurate and complete records including but not limited
36 to, manifests, towing invoices, or tow sheets for services rendered. When photographs are taken
37 of vehicles/vessels, the vehicle/vessel owner and the Division shall have access to such photos
38 for the purpose of inspection and/or copying. Such records and photographs shall be maintained
39 for at least three (3) years for services related to non-consent towing services and for one (1)
40 year for services related to consent-only towing services. The Division shall be granted access
41 to these records for inspection and/or copying, during regular business hours, upon 24-hours

1 prior notice. In the event, the Division is denied the opportunity to inspect and copy such
2 records; the Division shall have the right to remove the records for the purpose of copying and
3 shall return any records removed within three (3) calendar days. All records and information
4 inspected and not copied shall be confidential, except that records may be copied and made
5 public for the purpose of complaint investigations, operating permit suspension and/or
6 revocation proceedings.

7
8 **Section 13. Operating Permit Required to Do Business with the County.**

9 No person shall submit a bid, nor shall any contract be awarded, on any county contract or
10 agreement to recover, tow, or remove vehicles/vessels or provide storage in connection with
11 such services unless that person has a valid and current operating permit issued pursuant to this
12 Ordinance. Nothing herein shall prevent the County from contracting for more stringent
13 requirements than set forth in this Ordinance.

14
15 **SECTION 14. Non-consent Towing With Prior Express Instruction of Real**
16 **Property Owner or Duly Authorized Agent and/or Law Enforcement Agency.**
17

18 In addition to the other requirements of this Ordinance, no towtruck company shall, for
19 compensation, recover, tow, or remove a vehicle/vessel or provide storage in connection
20 therewith without the prior express instruction of the vehicle/vessel owner or authorized driver,
21 except in accordance with the following:

22 A. Police Directed Tow: Non-consent towtruck companies may for compensation recover,
23 tow or remove a vehicle/vessel based upon a police directed tow without the prior
24 express instruction of the vehicle/vessel owner or authorized driver upon the prior
25 express instruction of a law enforcement agency and in accordance with the terms of any
26 contracts or agreements between the towtruck company and a governmental entity and/or
27 law enforcement agency.

28 B. Private/Public Property Impound: Non-consent towtruck companies may for
29 compensation recover, tow or remove a vehicle/vessel on a private/public property
30 impound without the prior express instruction of the vehicle/vessel owner or authorized
31 driver, upon the prior express instruction of the real property owner or his duly

1 authorized agent on whose property the vehicle/vessel is disabled, abandoned or parked
2 without authorization or whose vehicle/ vessel owner or authorized agent is unwilling or
3 unable to remove the vehicle/vessel, provided that the requirements of this Ordinance are
4 satisfied. The non-consent towtruck company recovering, towing or removing a
5 vehicle/vessel shall, within thirty (30) minutes of completion of such towing or removal,
6 notify the appropriate law enforcement agency in which jurisdiction the vehicle/vessel
7 was parked of the nature of the service rendered, the name and address of the storage
8 facility where the vehicle/vessel will be stored, the time the vehicle was secured to the
9 towing vehicle, and the make, model, color and vehicle/vessel license plate number (if
10 any). The non-consent towtruck company shall obtain the name of the person at the law
11 enforcement agency to whom such information was reported and note that name on the
12 trip record.

13 C. Except as otherwise provided in this Ordinance, every prior express instruction made in
14 writing or in person shall indicate the date and time of the instruction and shall be signed
15 by the law enforcement officer, or the real property owner/duly authorized agent in the
16 physical presence of the towtruck company providing the service at the time the towing
17 services are performed. The law enforcement officer or the real property owner/the duly
18 authorized agent shall also print his/her full name. Prior Express Instruction
19 (signed/printed name and date) must be provided on the manifest, towing invoice or tow
20 sheet in the presence of the driver. Pre-authorization or post-authorization for prior
21 express instruction is a violation of this Ordinance and shall result in the issuance of a
22 citation and/or suspension or revocation of the operating permit.

23 D. Signing in the presence of the non-consent towtruck company/driver shall not be required
24 for a prior express instruction made by the real property owner or authorized agent
25 forwarded by facsimile transmission on a form provided by the Division. All other
26 requirements of this Ordinance shall apply and the real property owner or duly authorized
27 agent shall provide in the facsimile instruction the specific location (i.e., address, parking
28 space, etc.), color of the vehicle, make and/or model of the vehicle (if visible) and either
29 the license tag number or the vehicle identification number (if available) prior to the
30 vehicle/vessel being towed. Such facsimile instruction shall include the real property
31 owner's or authorized agent's signature and printed or typed full name and title, as well

- 1 as an electronic confirmation or electronic stamp of the date and time the instruction was
2 sent to the towtruck company. The towtruck company, in compliance with Section 12
3 (Records Required) of this Ordinance, shall maintain copies of facsimile instructions.
4 Failure of the non-consent towtruck company to act on a faxed instruction within twenty-
5 four (24) hours of an expressed instruction from the property owner or designee shall
6 require the issuance of a new facsimile or express authorization. Acting on an
7 incomplete facsimile from the property owner is a violation of this Ordinance.
- 8 E. No non-consent towtruck company/driver shall pay or rebate money, or solicit or offer
9 the rebate of money, or other valuable consideration in order to obtain the privilege of
10 rendering towing services. The only exception is governmental franchise fees.
- 11 F. Except as otherwise provided in this Ordinance, no such prior express instruction shall be
12 considered to have been given: 1) by the mere posting of signage as required by Sections
13 15 (Notice Requirements for Providing Non-Consent Tow Services at Request of Real
14 Property Owners) and 18 (Maximum Non-Consent Towing and Storage Rates for Non-
15 Consent Tow Services) of this Ordinance; 2) by virtue of the terms of any contract or
16 agreement between a towtruck company and a real property owner; 3) when the prior
17 express instruction occurs in advance of the actual unauthorized parking of the
18 vehicle/vessel; or 4) where the prior express instruction is general in nature and unrelated
19 to specific, individual and identifiable vehicles/vessels which are already parked without
20 authorization.
- 21 G. Each non-consent towtruck company shall enter into a written contract with every owner
22 or duly authorized agent (as defined herein) of private property that authorizes the non-
23 consent towtruck company to tow vehicles/vessels on or from its property. This written
24 contract shall include the beginning date of said contract, the names of all persons who
25 can authorize prior express instruction to the towtruck company to remove, recover or
26 tow any vehicle/vessel on or from its property. The written contract shall include the
27 name and current telephone number of the towtruck company performing the towing
28 service, and the name, address and telephone number for any duly authorized agents
29 acting on behalf of the real property owner. The written contract for non-consent towing
30 shall also include a clear understanding of liability for the real property owner as stated in
31 s.715.07 (4) and shall include the following wording, "When a person improperly causes

1 a vehicle or vessel to be removed, such person shall be liable to the owner or lessee of the
2 vehicle or vessel for the cost of removal, transportation, and storage; any damages
3 resulting from the removal, transportation, or storage of the vehicle or vessel; attorney's
4 fees; and court costs.” No such contract shall state that the non-consent towtruck
5 company assumes the liability for improperly towed vehicles/vessel, contrary to s.
6 715.07(4), F.S. Any addendum to the contract shall include additional names and titles
7 as necessary. The non-consent towtruck company must keep on file each contract and
8 addendum (if applicable) with the property owner. Such contract shall be maintained for
9 at least twelve (12) months after termination. The Division and law enforcement officers
10 may inspect and request a copy of any and all such contracts from the non-consent
11 towtruck company during normal business hours. The non-consent towtruck company
12 may not withhold production of the contract upon demand by the Division or law
13 enforcement. Failure to enter into or keep on file a contract with the property owner shall
14 be a violation of this Ordinance. All contracts which were entered into prior to the
15 effective date of this Ordinance, shall accomplish the requirements of this subsection by
16 entering into an addendum to the current contract within three (3) months following the
17 enactment of this Ordinance.

18 Non-consent towtruck companies may not enter into a written contract with the owner of
19 private property that authorizes the towtruck company to tow vehicles/vessels from the
20 real property owner's property to the storage yard where the mileage restrictions have
21 been exceeded contrary to s. 715.07 (2)(a)1, F.S., as may be amended from time to time.

22 H. Real property owners or authorized representatives shall not request the recovery, tow or
23 the removal of vehicles/vessels that are reasonably identifiable from markings or
24 equipment as law enforcement, fire fighting, rescue squad, ambulance, or other
25 emergency vehicles/vessels which are marked as such.

26 I. Real property owners or authorized agents shall not request the recovery, tow or the
27 removal of vehicles/vessels parked in a designated handicapped parking space. Such
28 instances must be handled by local law enforcement.

29 J. Any person who improperly causes a vehicle/vessel to be recovered, towed, removed or
30 stored shall be liable to the vehicle owner or authorized representative for the costs of the
31 services provided, any damages resulting from the recovery, towing, removal or storage

and attorney's fees and court costs.

SECTION 15. Notice Requirements for Providing Non-consent Tow Services at Request of Real Property Owners.

A. In addition to the requirements of Section 14 (Non-consent Towing With Prior Express Instruction of Real Property Owner or Duly Authorized Agent and/or Law Enforcement Agency) of this Ordinance, non-consent towtruck companies duly permitted under this Ordinance may recover, tow or remove a vehicle/vessel or provide storage in connection therewith upon the prior express instruction of a real property owner or authorized agent, on whose property the vehicle/vessel is abandoned or parked without authorization, provided that the following requirements are satisfied:

1. Notice shall be prominently posted on the real property from which the vehicle/vessel is proposed to be removed and shall fulfill the following requirements:

a. A light reflective sign shall be prominently placed at each driveway access/entrance or curb cut allowing vehicular access to the real property, within five (5) feet from the public right-of-way line. If there are no curbs or access barriers, signs shall be posted not less than one (1) sign each twenty-five (25) feet of lot frontage. The sign shall be permanently installed not less than three (3) feet and not more than six (6) feet above ground level and shall be continuously maintained on the real property for not less than twenty-four (24) hours prior to the towing or removal of any vehicle/vessel(s).

b. The light reflective sign shall clearly display in not less than 2-inch high letters on a contrasting background, the words: "UNAUTHORIZED VEHICLES/VESSELS WILL BE TOWED AWAY AT THE OWNER'S EXPENSE." The words "TOW-AWAY ZONE" must be included on the light reflective sign in not less than 4-inch high letters on a contrasting background;

c. The light reflective sign shall clearly indicate, in not less than 2-inch high letters on a contrasting background, the days of the week, and hours of the

1 day during which vehicles/vessels will be towed away at the owner's
2 expense; and the name and current telephone number of the towtruck
3 company performing the towing service.

4 2. Light reflective signs must be maintained or replaced so that they are clearly
5 visible, legible and light reflective at all times. The towing company is
6 responsible for maintaining and replacing signs. In the event the towtruck
7 company goes out of business or is no longer performing tow services for the real
8 property owner, the real property owner is responsible for removal of signs.
9 Failing to provide, maintain, replace and/or remove the signs in accordance with
10 this section is a violation of this Ordinance.

11 3. The posting of notice requirements of this section shall not be required where:
12 a. The real property on which a vehicle/vessel is parked is property
13 appurtenant to and obviously part of a single-family type residence; or
14 b. Written notice is personally given to the vehicle/vessel owner or
15 authorized driver/agent that the real property on which the vehicle/vessel
16 is or will be parked is reserved or otherwise not available for unauthorized
17 vehicles/vessels and is subject to being removed at the vehicle/vessel
18 owner's expense.

19 B. Except as otherwise provided in Section 14, D., when any real property owner instructs
20 that a vehicle/vessel to be recovered, towed, removed from his or her property and stored,
21 s/he or a designated representative shall sign the tow ticket authorizing the tow.

22 Immediately upon request, and without demanding compensation, the real property
23 owner shall inform the vehicle/vessel owner or other authorized person in control of the
24 vehicle/vessel of the name and address of the non-consent towtruck company that has
25 recovered, towed or removed the vehicle/vessel.

26 C. If the vehicle/vessel owner or authorized driver/agent arrives at the scene prior to the
27 vehicle/vessel being removed or towed from the property, the vehicle/vessel shall be
28 disconnected from the towtruck and the vehicle/vessel owner or authorized driver/agent
29 shall be allowed to remove the vehicle/vessel without interference upon the payment of a
30 reasonable service fee of not more than one-half of the posted rate for such towing
31 service (drop charge), for which a receipt shall be given, unless that person refuses to

1 remove the vehicle/vessel which is unlawfully parked. The bill/invoice must be
2 presented to the vehicle/vessel owner authorized/driver/agent prior to request for the
3 payment. Non-consent towtruck companies are not authorized to apply a fee in cases
4 where the owner of the vehicle/vessel arrives on the scene prior to a complete mechanical
5 hook-up (road-worthy) between the towtruck and the vehicle/vessel. In the event the
6 owner/driver of the vehicle/vessel is occupying the vehicle/vessel and refuses to vacate
7 same, in addition to the drop charge, the towtruck company/driver is permitted to charge
8 extra time at the scene where law enforcement involvement is necessary and the towtruck
9 driver obtains the name of the law enforcement agency, case number of the law
10 enforcement agency and if possible the name and badge number of the investigating law
11 enforcement officer. The towtruck driver shall also prepare detailed documentation/
12 explanation as to why "extra time at scene" charges were required. All documentation
13 shall be provided to the vehicle/vessel owner or representative upon demand. Such fee
14 shall be approved by resolution of the Commission.

15
16 **Section 16. Non-consent Towtruck Company Requirements.**

- 17 A. Non-consent towtruck companies providing services pursuant to this Ordinance shall not
18 do so when there is a person occupying the vehicle/vessel.
- 19 B. Non-consent towtruck companies providing services pursuant to this Ordinance shall
20 transport the vehicle/vessel directly to the storage facility of the towtruck company
21 providing the service, to such other location as a law enforcement officer authorizing the
22 tow may expressly direct, or to a location expressly directed by the vehicle owner or
23 authorized driver/agent. When the vehicle owner or authorized driver/agent expressly
24 authorizes the vehicle to be towed to a location other than the towtruck company storage
25 facility, the towtruck driver must:
- 26 4. Provide a "not to exceed" estimate in writing of all the rates and fees that will be
27 assessed for the tow or negotiate a consent-only towing agreement; and
- 28 5. Disclose in writing the three methods of payment and come to a mutually agreed
29 time as to how and when the towing company will be compensated.
- 30 C. It is a violation of this Ordinance for a non-consent towtruck company to keep or stage

1 impounded vehicles/vessels in any temporary area or holding facility prior to the
2 transportation of the vehicle to its approved storage facility.

3 D. Non-consent towtruck companies which provide services pursuant to this Ordinance shall
4 file and keep on record with the Division a complete copy of all current rates charged for
5 the recovery, towing or removal of vehicles/vessels and storage provided in connection
6 therewith. Such persons shall also display prominently at each storage facility the
7 following information: signage which identifies the name of the towing company, a
8 schedule of all charges and rates for removal of vehicles/vessels for private property
9 impounds; a statement that these rates do not exceed those rates filed with the Division
10 and are in accordance with the provisions of this Ordinance and the rights afforded to a
11 vehicle owner or authorized driver/agent pursuant to Florida Statutes. The above
12 information shall be posted prominently in the area designated for the vehicle/vessel
13 owner or authorized driver/agent to transact business. Such area shall provide shelter,
14 safety and lighting adequate for the vehicle/vessel owner or authorized driver/agent to
15 read the posted rate schedule. Further, notice shall be posted advising the vehicle/vessel
16 owner or authorized driver/agent of the right to request and review a complete schedule
17 of charges and rates for towing services for the jurisdiction in which the law enforcement
18 order to tow was made, and that the towtruck company is permitted by the Division
19 noting the Division's telephone number, address and business hours.

20 E. Non-consent towtruck companies shall provide signage on the property clearly visible
21 from the street, (unless otherwise prohibited by local zoning laws) with at least three (3)
22 inch letters on a contrasting background with the name and phone number of the
23 towtruck company.

24 F. Non-consent towtruck companies which provide services pursuant to this
25 Ordinance shall advise any vehicle/vessel owner or authorized driver/agent who calls by
26 telephone prior to arriving at the storage facility of the following:

- 27 1. Each and every document or other item which must be produced to
28 retrieve the vehicle/vessel;
- 29 2. The exact charges as of the time of the telephone call, and the rate at
30 which charges accumulate after the call;
- 31 3. The acceptable methods of payment; and

1 4. The hours and days the storage facility is open for regular business.

2 G. Non-consent towtruck companies which provide services pursuant to this Ordinance shall
3 allow every vehicle/vessel owner or authorized driver/agent to inspect the interior and
4 exterior of the towed vehicle upon his or her arrival at the storage facility before payment
5 of any charges (except for "After-Hour Gate or Personal Property Retrieval Fee"). With
6 the exception of vehicles being held pursuant to the specific request or "hold order" of a
7 law enforcement agency, the vehicle/vessel owner or authorized driver/agent shall be
8 permitted to remove the vehicle license tag and any and all personal property inside but
9 not affixed to the vehicle/vessel. A vehicle/vessel owner who shows a government
10 issued photo identification shall be given access to view ownership documents stored in
11 the vehicle/vessel. The vehicle/vessel and/or personal property shall be released to the
12 vehicle/vessel owner if the ownership documents are consistent (name and address) with
13 the photo identification. When a vehicle/vessel owner's government issued identification
14 and ownership documents are stored inside the impounded vehicle due to unforeseen
15 circumstances, the towtruck company shall be required to recover the ownership
16 documents stored in the impounded vehicle (i.e., glove compartment, sun visors, etc.)
17 upon receipt of a vehicle/vessel key, vehicle access code, or electronic device from the
18 vehicle/vessel owner that would allow entry. The vehicle/vessel and/or personal property
19 shall be released to the vehicle/vessel owner if the ownership documents are consistent
20 with the photo identification.

21 H. Non-consent towtruck companies which provide services pursuant to this Ordinance shall
22 accept payment for charges from the vehicle/vessel owner or authorized driver/agent in
23 all the following forms:

- 24 1. Cash, money order or valid traveler's check; and
25 2. Valid bank debit/credit card, which shall include, but not be limited to,
26 MasterCard or VISA, that is in the name of the vehicle/vessel owner or authorized
27 driver/agent; and
28 3. Valid personal check showing on its face the name and Palm Beach County
29 address of the vehicle/vessel owner or authorized driver/agent.

30 A towtruck company/driver shall not reject any of the above forms of payment. A
31 vehicle/vessel owner or authorized driver/agent shall not be required to furnish

1 more than one (1) government issued form of picture identification when payment
2 is made by valid bank debit/credit card or personal check, and said presentation
3 shall constitute sufficient identity verification.

4 I. Non-consent towtruck companies which provide services pursuant to this Ordinance shall
5 not store or impound a towed vehicle/vessel at a distance which exceeds a ten (10) mile
6 radius of the location from which the vehicle/vessel was recovered, towed or removed
7 unless no towing company providing services under this section is located within a ten
8 (10) mile radius, in which case a towed or removed vehicle/vessel must be stored at a site
9 within twenty (20) miles of the point of removal.

10 J. Non-consent towtruck companies which provide services pursuant to this Ordinance shall
11 maintain one or more storage facilities, each of which shall maintain a current Palm
12 Beach County Business Tax Receipt and when applicable a municipal Business Tax
13 Receipt. The business shall be open for the purpose of redemption of vehicles/vessels by
14 owners or authorized drivers/agents on any day that the towtruck company is open for
15 towing purposes from at least 8:00 A.M. to 6:00 P.M., Monday through Friday and, when
16 closed, shall have posted prominently on the exterior of the storage facility and place of
17 business, if different, a notice indicating a telephone number where the towtruck
18 company can be reached at all times. Upon request of the vehicle/vessel owner or
19 authorized driver/agent, the towtruck company shall release the vehicle/vessel to the
20 vehicle/vessel owner or authorized driver/agent within one (1) hour.

21 K. Non-consent towtruck companies shall not, as a condition of release of the vehicle/vessel,
22 require a vehicle/vessel owner or authorized driver/agent to sign any release or waiver of
23 any kind which would release the towtruck company from liability for damages noted by
24 the vehicle/vessel owner or authorized driver/agent at the time of the vehicle's/vessel's
25 release. A detailed, signed receipt showing the legal name of the towtruck company
26 removing the vehicle/vessel shall be given to the vehicle/vessel owner or authorized
27 driver/agent at the time of payment, whether requested or not.

28 L. Nothing in this Ordinance shall prevent the Sheriff or any municipality within the county
29 from providing additional or more restrictive requirements in contracts or arrangements
30 which authorize the recovery, towing or removal of vehicles/vessels or storage provided
31 in connection therewith.

- 1 M. Non-consent towtruck companies which provide services pursuant to this Ordinance shall
2 release vehicles/vessels towed or removed to the vehicle/vessel owner or authorized
3 driver/agent provides Proof of Ownership documents. Proof of Ownership documents
4 shall include:
- 5 1. Current vehicle registration;
 - 6 2. Vehicle Title;
 - 7 3. An authorized driver/agent with a notarized release from the vehicle/vessel owner
8 or lien holder. Vehicle/Vessel owners have the right to identify/approve
9 designated agents to claim vehicles on their behalf. A facsimile or electronic
10 transfer of a notarized release statement from the vehicle/vessel owner shall be
11 accepted;
 - 12 4. Insurance Card with the vehicle/vessel owner's information and vehicle
13 description;
 - 14 5. Licensed Dealer in possession of an auction buyer's sales invoice; and/or
15 6. A notarized bill of sale for non-titled vehicles or vessels.
- 16 N. Non-consent towtruck companies which provide services pursuant to this Ordinance shall
17 make a "good faith effort" to locate the vehicle/vessel owner or lien holder. For the
18 purposes of this paragraph and subsection, a "good faith effort" means that the required
19 steps have been performed by the towtruck company according to Section (4)(d) of the
20 Florida Statutes 713.78. Failure to make a "good faith effort" to comply with the
21 notification requirements of this section shall preclude the imposition of any storage
22 charges against such vehicle or vessel.
- 23 O. Non-consent towtruck companies which provide services pursuant to this Ordinance and
24 found to be in violation of this Ordinance relating to a specific non-consent tow shall be
25 required to reimburse the vehicle/vessel owner all illegal or over charges related to that
26 towing incident. Failure to reimburse the owner of the vehicle/vessel in such cases is a
27 violation of this Ordinance.
- 28 P. Any non-consent towing company that has an unusable storage yard or has been evicted
29 from its storage yard is subject to having its operating permit suspended.
- 30 Q. Any towtruck driver in the process of transporting a junked vehicle (as defined in s.
31 319.30, F.S.) to a licensed salvage motor vehicle dealer and who is employed by,

1 working for or operates a nonconsent towing company, must have physical possession of
2 a derelict motor vehicle certificate, transferred title or certificate of destruction for such
3 vehicle.

4 R. It shall be a violation of this Ordinance for any non-consent towing company to fail to
5 respond in writing within ten (10) business days to any written inquiry or request for
6 information from the Division or any law enforcement agency.

7
8 **Section 17. Consent-Only Towtruck Company Requirements.**

9 A. It shall be a violation of this Ordinance for any towtruck company that has been issued a
10 Consent-Only Towing Operating Permit to perform non-consent towing services.

11 B. Consent-Only towtruck companies providing services pursuant to this Ordinance shall
12 not do so when there is a person occupying the vehicle/vessel.

13 C. Consent-Only towtruck companies providing services pursuant to this Ordinance shall
14 transport the vehicle/vessel directly to the location specified by the vehicle owner or duly
15 authorized agent.

16 D. It shall be a violation of this Ordinance for any consent-only towing company to fail to
17 respond in writing within ten (10) business days to any written inquiry concerning public
18 safety from the Division or any law enforcement agency.

19
20 **SECTION 18. Maximum Non-Consent Towing and Storage Rates for Non-**
21 **Consent Tow Services.**
22

23 A. The Commission shall, by Resolution establish maximum rates, as may be amended from
24 time to time, for nonconsent towing services as follows:

- 25 1. Towing service per call, which shall include the first thirty (30) minutes that the
26 towtruck is actually on the scene engaged in the safe removal of a vehicle/vessel.
- 27 2. Mileage (per towed mile) according to Section 715.07, Florida Statutes.
- 28 3. Storage may be charged only after the vehicle has been in the storage facility for
29 at least 6 hours. If the vehicle was not recovered by the vehicle/vessel owner or
30 authorized driver/agent after the 6-hour time period has elapsed, then storage
31 charges shall accrue in 24-hour increments from the time the vehicle/vessel
32 arrived in the storage facility and:

- 1 a. The police agency has authorized the vehicle/vessel to be impounded, or
- 2 b. The appropriate police agency has been notified by the towtruck company
- 3 that the towtruck company is in possession of a vehicle/vessel as a result
- 4 of a private property impound.
- 5 4. Indoor storage rates may only be charged upon the express direction and written
- 6 authorization of the owner/authorized driver/agent, lien holder, insurance
- 7 company representative or investigating police agency. The only exceptions to
- 8 this rule are:
- 9 a. When the condition of the vehicle requires indoor storage due to inclement
- 10 weather conditions or the vehicle's window(s) and/or convertible top is
- 11 down and cannot be raised and indoor storage is necessary to protect the
- 12 vehicle and its contents, or
- 13 b. When a municipal or county jurisdiction require indoor storage for towed
- 14 vehicles.
- 15 5. An Administrative/Lien Fee shall only be charged after the vehicle/vessel has
- 16 been in the storage facility for at least twenty-four (24) hours and:
- 17 a. The police agency has authorized the vehicle/vessel to be impounded, or
- 18 b. The police agency has been notified by the towtruck company that the
- 19 towtruck company is in possession of a vehicle/vessel as a result of a
- 20 private property impound.
- 21 c. The non-consent towtruck company must show proof that lien letter(s)
- 22 have been prepared with the appropriate names/addresses (i.e., U.S. Mail
- 23 Certification Number, correspondence copies, etc.) and that actual fees for
- 24 obtaining required ownership information have been expended. Failure to
- 25 document and provide all of the above required information will result in
- 26 administrative/lien fee charges being removed from the total cost of the
- 27 service/invoice and is a violation of this Ordinance.
- 28 6. Underwater recovery performed by a certified/professional diver with the written
- 29 documentation and approval of the investigating law enforcement agency/officer.
- 30 7. Hazardous material clean-up and disposal as required, mandated and/or licensed
- 31 through federal, state or local laws and approved by the investigating law

1 enforcement agency/officer.

2 8. After-hour Gate fees may not be applied between the hours of 8 a.m. and 6 p.m.
3 Monday through Friday (excluding federal holidays) and not for six (6) hours
4 after a vehicle has been impounded all other times when:

5 a. Impounded vehicles/vessels are recovered by the owner or authorized
6 driver/agent; or

7 b. The owner or authorized driver/agent wishes to recover property from an
8 impounded vehicle/vessel.

9 9. Extra Time at Scene/Labor Charge may be applied when any extra time beyond
10 one-half hour, is needed to safely remove a vehicle or vessel and includes the
11 amount of time spent at a scene when a towtruck has been summoned and is on
12 scene but unable to proceed through no fault of the towtruck operator. All extra
13 time/labor shall be documented by the towtruck driver and shall include the name
14 of the law enforcement agency and the law enforcement agency case number or
15 the officer's name and badge number. The documentation shall also include a
16 detailed explanation of the services rendered which necessitated the charges and
17 if possible photographs of the scene. Extra time shall be charged in 15-minute
18 increments. Failure to document and provide all of the above required
19 information will result in the extra time/labor charges being removed from the
20 total cost of the service/invoice and is a violation of this Ordinance.

21 B. All rates established shall be uniform throughout Palm Beach County both in the
22 incorporated and unincorporated areas, except where municipalities have established
23 differing maximum rates for their jurisdictions. From time to time, the rates established
24 by the Commission may be revised in accordance with a rate study.

25 C. Persons who provide services pursuant to this section shall not charge in excess of the
26 maximum allowable rates established by the Commission. No person providing services
27 pursuant to this section shall charge any type of fee other than the rates for which the
28 Commission has specifically established. Towtruck companies which tow
29 vehicles/vessels from Palm Beach County into another county shall abide by the terms of
30 this Ordinance including all rates and charges adopted by the Commission.

31 D. Towtruck companies which provide services pursuant to this section shall display on the

1 same sign as the rate schedule required by this Ordinance the following statement:

2 To The Vehicle/Vessel Owner

3 If you believe that you have been overcharged for the services rendered, you do
4 not have to pay your bill to get your vehicle/vessel. Instead, you have the right to
5 post a bond in the Circuit Court, payable to (name of Towtruck Company), in the
6 amount of the final bill for services rendered, and to file a complaint within ten
7 (10) days of the time you have knowledge of the location of the vehicle/vessel.
8 The Court will decide later who is correct. If you show (name of Towtruck
9 Company) a valid Clerk's certificate showing you have posted a bond, (name of
10 Towtruck Company) must release your vehicle/vessel to you immediately. This
11 remedy is in addition to other legal remedies you may have. Section 713.76 and
12 Section 713.78, Florida Statutes.

13
14 If you have a complaint about the way services were provided, you may call the
15 Palm Beach County Consumer Affairs Division, (561) 712-6600.

- 16
17 E. Each towtruck company shall maintain, on a form approved by the Division, a rate sheet
18 specifying all rates and charges, which shall be given by the towtruck driver to the
19 requesting vehicle/vessel owner or his authorized driver/agent prior to commencing the
20 service.

21
22 **Section 19. Towtruck Driver Requirements; Failure to Comply**

- 23 A. It shall be unlawful for any person to operate any towtruck within and upon the streets of
24 Palm Beach County without having first obtained a Palm Beach County Towtruck
25 Driver's identification badge (Tow Driver's I.D. Badge). All applicants for a Tow
26 Driver's I.D. Badge shall conform to the following:

- 27 1. Be at least eighteen (18) years of age;
28 2. Possess a valid State of Florida Driver's License as required by the Florida
29 Department of Highway Safety and Motor Vehicles and must show proof that
30 he/she has possessed a valid driver's license from any state within the United
31 States for three (3) years (2 years for drivers younger than 21 years old) prior to
32 applying for a Tow Driver's I.D. Badge. If a person has not driven for three (3)
33 years in the United States, he/she must obtain the driving record from any other
34 jurisdictions where he/she did drive or if he/she is unable to obtain the driving
35 record, must sign an affidavit under penalty of perjury that he/she has no driving
36 record which would prevent him/her from driving a towtruck in Palm Beach
37 County, Florida;
38 3. The driver must provide the original form of his/her lifetime State of Florida

- 1 Department of Highway Safety and Motor Vehicles traffic/driving record report
2 to the Division which was secured no more than thirty (30) days before the
3 application/renewal was submitted, only if the Division is unable to secure this
4 required information. Upon initial application, if a driver has resided in Florida
5 less than five (5) consecutive years, a traffic/driving record/history from each
6 state where he/she previously resided must be provided for at least a five year
7 period;
- 8 4. Has not had more than three (3) or more separate incidents involving moving
9 violations in any twelve (12) month period in the previous three (3) years prior to
10 the initial application or renewal of a Tow Driver's I.D. Badge in which the
11 applicant pled guilty, was found guilty or adjudication was withheld.
- 12 5. Has not been classified as a habitual traffic offender (as defined by Florida
13 Statutes) or as defined by the state where he/she previously resided within five (5)
14 years of applying for a Tow Driver's I.D. badge and was not previously issued a
15 Tow Driver's I.D. Badge by the Division;
- 16 6. Upon initial application or renewal, the driver must provide the original request
17 form for his/her Florida Department of Law Enforcement (FDLE) criminal
18 history/records report to the Division, as well as payment for the amount required
19 to secure the criminal history/records report. The Division shall then be
20 responsible for processing the request and payment to the FDLE. The Division
21 may conduct additional criminal history/records reports of other
22 states/jurisdictions as deemed appropriate. The Division may require an applicant
23 to submit to a finger print analysis if there is a question of identity. The
24 Commission may approve a different means of securing the required criminal
25 history/records should an alternative agency/system be discovered that provides
26 more complete information than that provided by the FDLE.
- 27 7. Have no conviction or plea of guilty or nolo contendere, regardless of
28 adjudication of guilt, within the preceding five (5) years from the date of
29 application for any offense related to driving a motor vehicle under the influence
30 or while intoxicated.
- 31 8. Have no more than one conviction or plea of guilty or nolo contendere, regardless

1 of adjudication of guilt, within the preceding ten (10) years from the date of
2 application for any offense related to driving a motor vehicle under the influence
3 or while intoxicated.

4 9. Have no more than two (2) traffic citations resulting from accidents in the three
5 (3) years preceding the date of the current permit year wherein the driver has been
6 found guilty.

7 10. Has not been required to register as a sexual offender in any government
8 jurisdiction.

9 11. Have no conviction or plea of guilty or nolo contendere, regardless of
10 adjudication of guilt, within the preceding three (3) years from the date of
11 conviction or release from incarceration (whichever is later) if the applicant's
12 civil rights have not been restored, including but not limited to the following first-
13 degree misdemeanors determined by the Commission to be necessary for the
14 protection of public safety: stalking, battery, driving while license is suspended or
15 revoked, exposure of sexual organs, carrying a concealed weapon, reckless
16 driving which causes damage to property, racing on highway, criminal possession
17 of a controlled substance/paraphernalia, luring or enticing a child under twelve
18 (12), or obscenity (selling/distributing sexual material to minor). In the event the
19 applicant's civil rights have been restored, the I.D. Badge may be denied or
20 revoked if the crime committed is deemed to be directly related to operating a
21 towtruck or towing business.

22 12. Have no conviction or plea of guilty or nolo contendere, regardless of
23 adjudication of guilt, within the preceding five (5) years from the date of
24 conviction or release from incarceration (whichever is later) if the applicant's
25 civil rights have not been restored, including but not limited to the following
26 felonies determined by the Commission to be necessary for the protection of
27 public safety: battery, carrying a concealed weapon, robbery (not armed),
28 burglary (not 1st degree), repossession of a motor vehicle under Chapter 493,
29 repair of a motor vehicle under ss. 559.901-559.9221, F.S., theft of a motor
30 vehicle under s. 812.014, F.S., carjacking under s. 812.133, F.S., operation of a
31 chop shop under s. 812.16, F.S., overcharging for repairs and parts for insurance

1 purposes under 860.15, F.S., criminal sale of a controlled substance, criminal
2 possession of controlled substance/paraphernalia, obscenity (selling/distributing
3 sexual material to a minor or exchanging computer pornography with a minor), a
4 habitual felony offender, aggravated assault, child abuse/neglect, reckless driving
5 with serious bodily injury, fleeing/attempting to elude a law enforcement officer,
6 aggravated fleeing or eluding a law enforcement officer causing serious body
7 injury, luring or enticing a child under twelve (12) (2nd conviction), resisting an
8 officer with violence, procuring a person under eighteen (18) for prostitution,
9 selling or buying minors for sex trafficking/prostitution,
10 forcing/compelling/coercing a person for prostitution, or abuse/aggravated
11 abuse/neglect of an elderly person or a disabled adult. The Division may require
12 applicants to provide the final disposition for felony criminal cases on
13 background checks received by the Division from any source. Failure to provide
14 the disposition of such cases shall result in the denial of a Tow Driver's I.D.
15 badge. In the event the applicant's civil rights have been restored, the I.D. Badge
16 may be denied or revoked if the crime committed is deemed to be directly related
17 to operating a towtruck or towing business.

- 18 13. Have no conviction, plea of guilty, nolo contendere or adjudication withheld of
19 any of the following offenses determined by the Commission to be necessary for
20 the protection of public safety, if the applicant's civil rights have not been
21 restored. In the event the applicant's civil rights have been restored, the I.D.
22 Badge may be denied or revoked if any of the following crimes committed are
23 deemed to be directly related to operating a towtruck or towing business:

- 24 (a) Murder, attempted murder, attempted felony murder, manslaughter, (F.S.
25 Chapter 782)
26 (b) DUI manslaughter (F.S. 316.193(3));
27 (c) Sexual battery, attempted sexual battery (F.S. 794.011);
28 (d) Lewd or lascivious battery, attempted lewd or lascivious battery, lewd or
29 lascivious molestation, lewd or lascivious conduct, or lewd or lascivious
30 exhibition (F.S. Chapter 800);
31 (e) Lewd or lascivious offense upon or in the presence of an elderly or

- 1 disabled person, attempted lewd or lascivious offense upon or in the
2 presence of an elderly or disabled person (F.S. 825.1025);
- 3 (f) Sexual performance by a child, attempted sexual performance by a child
4 (F.S. 827.071);
- 5 (g) Aggravated child abuse (F.S. 827.03);
- 6 (h) Failure to register as a sexual predator (F.S. 775) or sexual offender (F.S.
7 943.0435);
- 8 (i) Computer pornography, transmission of computer pornography, buying or
9 selling of minors (F.S. Chapter 847);
- 10 (j) Kidnapping, attempted kidnapping, false imprisonment, or luring and
11 enticing a child (F.S. Chapter 787);
- 12 (k) Aggravated battery, attempted aggravated battery (F.S. 784);
- 13 (l) Armed robbery, attempted armed robbery, carjacking, attempted
14 carjacking, home invasion, attempted home invasion (F.S. Chapter 812);
- 15 (m) Poisoning of food or water (F.S. 859.01);
- 16 (n) First degree burglary or attempted first degree burglary (F.S. 810.02);
- 17 (o) Arson or attempted arson (F.S. 806.01);
- 18 (p) Aggravated stalking (F.S. 784.048);
- 19 (q) Aggravated battery or aggravated assault on a law enforcement officer or
20 other specified officer (F.S. 784.07);
- 21 (r) Aircraft piracy (F.S. 860.16);
- 22 (s) Unlawful throwing, projecting, placing, or discharging of any destructive
23 device or bomb or attempting to do so (F.S. 790.161);
- 24 (t) Facilitating or furthering terrorism (F.S. 775.31);
- 25 (u) Treason (F.S. 876.32);
- 26 (v) Any offense committed in another jurisdiction that would be an offense
27 listed in this paragraph if that offense had been committed in the State of
28 Florida.
- 29 14. In addition, the person has not been declared to be one of the following:
- 30 (a) A Habitual Violent Felony Offender under F.S. 775.084(1)(b);
- 31 (b) A Three-time Violent Felony Offender under F.S. 775.084(1)(c);

1 (c) A Violent Career Criminal under F.S. 775.084;

2 (d) A Prison Releasee Reoffender under F.S. 775.082(9)(a);

3 (e) A Sexual Predator under F.S. 775.21;

4 15. A towtruck driver with a current I.D. badge is required to notify the Division
5 within ten (10) business days upon being convicted of any crime.

6 16. Applicants shall have no unsatisfied civil penalties, judgments or administrative
7 orders pertaining to this Ordinance.

8 17. Every application or renewal application for a Tow Driver's I.D. badge and
9 application for amendment of a Tow Driver's I.D. badge, shall be in writing and
10 signed by the applicant and shall be filed with the Palm Beach County Division of
11 Consumer Affairs on a form provided by the Division together with the non-
12 refundable Tow Driver's I.D. badge fees which shall not be subject to proration.

13

14 Each Tow Driver's I.D. badge shall be valid for a two-year period and shall be
15 renewed every other year on the applicant's date of birth. The Division may deny
16 or revoke a Tow Driver's I.D. badge if it is determined that the applicant has
17 misrepresented, omitted, or concealed a fact on the application, renewal
18 application or replacement application. If the Tow Driver's I.D. badge is denied,
19 the DCA shall not accept an application for said Tow Driver's I.D. badge for one
20 (1) year from the date the badge is denied, unless there is less than one (1) year to
21 satisfy the time restrictions in paragraph (1) above related to the following
22 subparagraphs: (d), (e), (g), (h), (i), (j), or (k). In such situations, the applicant
23 will be permitted to reapply for a Tow Driver's I.D. badge after the time
24 requirements have been satisfied. If the Tow Driver's I.D. badge is revoked, the
25 DCA shall not accept an application for said Tow Driver's I.D. badge for one (1)
26 year from the date the badge is revoked. Any person renewing a Tow Driver's
27 I.D. badge must file a renewal application, furnish the documentation requested
28 by the Division, and submit payment for the required non-refundable renewal
29 fee(s) not more than ninety (90) days before the expiration date of a Tow Driver's
30 I.D. badge. Persons who fail to reapply for their Tow Driver's I.D. badge thirty
31 (30) days prior to expiration, risk having a gap in their authorization to drive a

- 1 towtruck. Persons who fail to submit their renewal application, required
2 documentation and fees by the expiration date of the Tow Driver's I.D. badge
3 must pay a non-refundable late fee, over and above the Tow Driver's I.D. Badge
4 fee. Any applicant who fails to submit a renewal application within one (1) year
5 of the expiration of a current badge will be considered a new applicant when
6 reapplying and no grandfathered provisions will apply. Said fees shall be
7 established by resolution of the Commission;
- 8 18. Shall submit to photographing (full face exposure/without sunglasses or head
9 coverings) prior to the issuance of the Tow Driver's I.D. badge by the Division;
- 10 19. Complete the Tow Driver's I.D. badge registration affidavits provided by the
11 Division;
- 12 20. Not possess a suspended or revoked driver's license as a result of a moving
13 violation or have any outstanding and unsatisfied civil penalties, citations or
14 judgments imposed due to violations of this Ordinance;
- 15 21. Not violate the terms of a cease and desist order, assurance of voluntary
16 compliance, notice to correct a violation or any other lawful order of the Director;
- 17 22. Not be enjoined by a court of competent jurisdiction from engaging in the towing
18 business or was enjoined by a court of competent jurisdiction with respect to any
19 of the requirements of this Ordinance;
- 20 23. Have no conviction or plea of guilty or nolo contendere regardless of adjudication
21 of guilt in any military or foreign jurisdiction, federal, state, county or municipal
22 jurisdiction within the United States for violations analogous or parallel to those
23 violations enumerated in all sections herein.
- 24 B. The driver of a tow truck shall conspicuously display on the driver's person through the
25 use of a neck lanyard, or above the waist on the outermost garment, the Tow Driver's
26 I.D. badge issued pursuant to this Ordinance so that it is visible and available for
27 inspection to the public, Division personnel and all law enforcement officials while
28 engaged and on duty for a towtruck company.
- 29 C. Each Tow Driver's I.D. badge shall be developed by the Division. Each driver's I.D.
30 badge shall, at a minimum, contain the name of the driver, date of expiration, photo of
31 the driver, and such additional terms, conditions, provisions and limitations as were

1 imposed during the approval process. Each company for which a driver will be driving
2 must submit an affidavit (on a form prepared by the Division) or documentation from the
3 insurance company (fax acceptable) that the driver is eligible to be insured under the
4 company's insurance policy.

5 D. The Division may issue a replacement Tow Driver's I.D. badge to any driver upon
6 payment of a non-refundable replacement fee, presentation of proof or a sworn affidavit
7 that the driver's I.D. badge has been lost, stolen or for any other valid reason, and any
8 other documentation or requirement requested by the Division. The replacement fee shall
9 be established by resolution of the Board.

10 E. It shall be unlawful for any person to drive a towtruck unless such person has a valid
11 Tow Driver's I.D. badge issued pursuant to this Section.

12 F. It shall be unlawful for any person to drive a towtruck for any towtruck company which
13 has not been granted an operating permit pursuant to Section 4 (Operating Permit
14 Required) of this Ordinance.

15 G. It shall be unlawful for any applicant for a Tow Driver's I.D. badge to misrepresent, omit
16 or conceal a fact on the application, renewal application or replacement application.

17 H. Upon submission of the application, the Division shall provide the driver with a receipt.
18 No applicant shall be permitted to drive a towtruck in Palm Beach County until the
19 Division has issued to him/her a Tow Driver's I.D. badge. The Division shall provide the
20 Tow Driver's I.D. badge within ten (10) business days following the submittal of the
21 application and all required documents. In the event the official criminal background
22 records furnished to the Division are insufficient and additional information is necessary,
23 the Division shall be permitted an additional twenty (20) business days to issue the
24 driver's I.D. badge. The Division will process applications on a more timely basis when
25 the required certified/original criminal and driving background records are submitted
26 with the initial application and an additional rush fee is paid to the Division. Such fee
27 must be approved by the Commission.

28 I. Non-consent towtruck drivers must be hygienically clean, well groomed and neat.
29 Drivers are not permitted to wear open toed shoes and must comply with all state and
30 federal (e.g., O.S.H.A.) safety regulations. Non-consent towtruck drivers are not
31 permitted to wear uniforms purporting to be from a different company or business than

1 the one they actually work or drive for. Failure to abide by these requirements is a
2 violation of this Ordinance.

3 J. Non-consent towtruck drivers shall not use abusive language or be discourteous to
4 consumers or Division personnel.

5 K. Non-consent towtruck drivers must be able speak and understand English to the extent
6 they can take instruction from law enforcement officers and consumers and complete
7 manifests or invoices.

8 L. Drivers shall cooperate fully at all times with the Division in the furnishing of
9 information required in connection with requests for proof of driver's license, vehicle
10 insurance and/or Tow Driver's I.D. badge, during the process of applying to renew a Tow
11 Driver's I.D. badge, and during investigations of consumer complaints. Further, drivers
12 shall not obstruct, hamper or interfere with an investigation of violations of this
13 Ordinance conducted by Division personnel, any law enforcement officer or employee of
14 any other agency enforcing this Ordinance.

15 M. No person maintaining, owning, or operating a towing company shall suffer or permit
16 any person or employee to drive a towtruck unless such person has a valid Tow Driver's
17 I.D. badge issued pursuant to this Ordinance. This paragraph shall not apply to a towing
18 company which is training a prospective driver. Such prospective driver must be
19 accompanied by and working under the direct supervision of a company employee who is
20 in possession of a valid Tow Driver's I.D. badge.

21 N. Failure to comply with the provisions of this Section may result in the Division denying a
22 Tow Driver I. D. badge, revoking or suspending the Tow Driver's I.D. badge, denying a
23 renewal of such Tow Driver's I.D. badge, issuing a civil citation, a misdemeanor
24 conviction or other such remedies available to the Division herein.

25 O. Start-Up - Any person acting, on the effective date of this Ordinance as a towtruck driver
26 defined under the terms of this Ordinance, shall be subject to the terms of this Ordinance
27 as of the effective date of this Ordinance. Any such person must submit an initial
28 application for a Tow Driver's I.D. badge up to thirty (30) days prior to his/her date of
29 birth but in any case no later than his/her date of birth. Any person who has submitted an
30 initial application for a Tow Driver's I.D. Badge by his/her date of birth shall be
31 permitted to continue acting as a towtruck driver as described in Paragraph I above.

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Section 20. Fraudulent Transfer of Towtruck Company.

A transfer of a towtruck company to a successor company shall be deemed a fraudulent transfer if said transfer is made by the towtruck company for the purpose of evading permit fees or civil penalties issued pursuant to this Ordinance. In determining intent to defraud, consideration may be given among other factors to, whether:

- A. The transfer was to an insider;
- B. The towtruck company retained possession or control of the property transferred after the transfer;
- C. The transfer was disclosed or concealed;
- D. Before the transfer was made or obligation was incurred, the towtruck company had been sued or threatened with suit;
- E. The transfer was of substantially all the towtruck company's assets;
- F. The value of the consideration received by the towtruck company was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred;
- G. The towtruck company was insolvent or became insolvent shortly after the transfer was made or the obligation was incurred;
- H. The transfer occurred shortly before or shortly after substantial permit fees or civil penalties were incurred; and
- I. The towtruck company transferred the essential assets of the business to a lienor who transferred the assets to an insider of the towtruck company.
- J. It shall be a violation of this Ordinance for a towtruck company to fraudulently transfer a towtruck company.

Section 21. Deceptive and Unfair Trade Practices.

No person shall engage in any unfair method of competition, unconscionable acts or practices or unfair or deceptive acts or practices in the conduct of towing services. A towtruck company engages in an unfair method of competition or unfair or unconscionable acts or deceptive practices when in the course of his or her business, vocation or occupation, he or she knows or in

the exercise of care should know, that he or she in the past engaged or is now engaging in any unfair method of competition or unconscionable acts or practices or unfair or deceptive acts or practices in the conduct of any towing services.

Section 22. Cease and Desist Order.

A. If the Division, after due investigation, has reason to believe that a towtruck company has been or is violating any of the provisions of this Ordinance, then the Division may cause to be served by personal service, certified mail or posting in a conspicuous place at the towtruck company's place of business, a demand to cease and desist, stating the charges and shall incorporate and set out the following:

1. The name of the complainant;
2. The alleged charge and approximate date of the commission of the act;
3. The section of the ordinance alleged to be involved.

B. Any towtruck company which has been issued a cease and desist order by the Division may appeal such order to the Consumer Affairs Hearing Board/Hearing Officer within twenty (20) days of receipt of the order. A nonrefundable filing fee must accompany the written request for appeal. The filing fee shall be established by resolution of the Commission. The appeal shall be reviewed at a hearing of the Consumer Affairs Hearing Board/Hearing Officer within sixty (60) days of receipt by the Division of the request for appeal.

C. The Board shall keep a full record of the hearing, which record shall be public and open to inspection by any person, and upon request, the Board shall furnish such party a copy of the hearing record, at such cost as the Commission deems appropriate.

D. Procedure at hearings: At the hearing, the towtruck company may be represented by counsel and may bring all original documents and other data pertinent to the case; and will be given an opportunity to present witnesses and evidence he or she may deem appropriate.

E. The Consumer Affairs Hearing Board/Hearing Officer shall hear the cases on the agenda. All testimony shall be under oath or by affirmation and shall be recorded. Each case before the Consumer Affairs Hearing Board/Hearing Officer shall be presented by the

1 Division. The Consumer Affairs Hearing Board/Hearing Officer shall take testimony
2 from County staff, if relevant, the alleged violator, and other relevant testimony. Formal
3 rules of evidence shall not apply, but fundamental due process shall be observed and
4 govern the proceedings. Upon determination of the chairperson, irrelevant, immaterial or
5 unduly repetitious evidence may be excluded, but all other evidence of a type commonly
6 relied upon by reasonably prudent persons in the conduct of their affairs shall be
7 admissible, including hearsay evidence, whether or not such evidence would be
8 admissible in a trial in the courts of Florida. Due regard shall be given to the competent,
9 reliable and technical evidence which will aid the Consumer Affairs Hearing
10 Board/Hearing Officer in making a fair determination of the matter, regardless of the
11 existence of any common law or statutory rule which might otherwise make improper the
12 admission of such evidence.

13 F. Any member of the Consumer Affairs Hearing Board/Hearing Officer or the attorney
14 representing the Division may inquire of or question any witness before the Consumer
15 Affairs Hearing Board/Hearing Officer. The alleged violator, or his/her attorney, shall be
16 permitted to inquire of any witness before the Consumer Affairs Hearing Board/Hearing
17 Officer. The right to cross examine witnesses shall be preserved.

18 G. At the conclusion of the hearing, the Consumer Affairs Hearing Board/Hearing Officer
19 shall orally render its decision (order) based on evidence entered into the record. The
20 decision shall be by motion approved by the affirmative vote of those members present
21 and voting. The Consumer Affairs Hearing Board/Hearing Officer's decision shall be
22 transmitted to the towtruck company in the form of a written order including finding of
23 facts, and conclusion of law consistent with the record. The order shall be transmitted by
24 certified mail/hand delivery/posting to the towtruck company within ten (10) days after
25 the hearing. The order may include a notice that it must be complied with by a specified
26 date.

27 H. Any person may appeal a final determination of the Consumer Affairs Hearing
28 Board/Hearing Officer within thirty (30) days of the rendition of the decision by filing a
29 petition for writ of certiorari in the Circuit Court of the Fifteenth Judicial Circuit in and
30 for Palm Beach County, Florida.

31

1

2

3 **Section 23. Assurance of Voluntary Compliance.**

- 4 A. In the enforcement of this Ordinance, the Division may accept an assurance of voluntary
5 compliance with respect to any method, act, or practice deemed to be violative of law
6 from any person who has engaged, or was about to engage in, such method, act, or
7 practice. Any such assurance shall be a formal written agreement between the Division
8 and the towtruck company, approved as to form and legal sufficiency by the County
9 Attorney's Office, and filed with the Clerk of the Circuit Court of the Fifteenth Judicial
10 Circuit. Such assurances of voluntary compliance may be conditioned on a commitment
11 to reimburse consumers or any other appropriate corrective action such as the payment
12 by the towtruck company of the costs of the investigation by the Division. An assurance
13 of voluntary compliance is not evidence of prior violation of this part, however, unless an
14 assurance of voluntary compliance has been rescinded by agreement of the parties or
15 voided by the Court for good cause, subsequent failure to comply with the terms of an
16 assurance of voluntary compliance shall be deemed prima facie evidence of a violation of
17 this Ordinance. No such assurance of voluntary compliance shall act as a limitation upon
18 any action or remedy available to a person aggrieved by a violation of this Ordinance.
- 19 B. Every towtruck company desiring to negotiate an assurance of voluntary compliance
20 shall be apprised of his or her right to have his or her case heard by the Consumer Affairs
21 Hearing Board/Hearing Officer in the event he or she does not wish to enter into such
22 assurance of voluntary compliance.

23

24 **SECTION 24. Enforcement and Penalties: Civil and Criminal.**

- 25 A. It shall be unlawful for any person to violate any of the provisions of this Ordinance. This
26 Ordinance shall be enforced by personnel authorized by the Division, county code
27 enforcement officials, the police agencies of the various municipalities in Palm Beach
28 County and by the Palm Beach County Sheriff's Office. When specifically authorized by
29 the Director, this Ordinance may be enforced by other Palm Beach County personnel.
- 30 B. Persons who provide services pursuant to this Ordinance shall not use physical force or

- 1 violence or threats of physical force or violence in dealing with the individuals
2 responsible for administering this Ordinance or individuals who have had or are about to
3 have their vehicles/vessels recovered, towed or removed or stored in connection
4 therewith.
- 5 C. The County Court shall have jurisdiction over all violations of this Ordinance.
- 6 D. The Division shall maintain a system by which violators are given citations or written
7 notice of all violations. The County Clerk shall accept designated fines and issue receipts
8 therefore.
- 9 E. The Division is authorized to enforce the provisions of this Ordinance by administrative
10 fines not to exceed five hundred dollars (\$500.00) for each violation. Any person who
11 has violated any provision of this Ordinance shall be fined an amount as established by
12 the Commission by Resolution. Each day of a continuing violation shall be deemed a
13 separate violation.
- 14 F. Payment shall be made, either by mail or in person, to the Violations Bureau within the
15 time specified upon the citation. If a person follows these procedures, he shall be deemed
16 to have admitted to the infraction and to have waived his/her right to a hearing on the
17 issue of the commission of the infraction.
- 18 G. All fines collected as a result of said citations (except those fines collected as a result of
19 citations issued by municipal law enforcement officers, which shall be remitted by the
20 Clerk of the Court directly to the municipality issuing the citation) shall be paid into the
21 County Treasury and deposited into the designated fund for the Division. All mandatory
22 costs as required by statute shall be assessed against every person convicted of a
23 violation of this Ordinance.
- 24 H. Any person who fails to make payments within the time period specified on the citation
25 shall be deemed to have waived his/her right to pay the civil penalty as set forth in the
26 citation and shall appear before the County Court.
- 27 I. Any person who elects to appear before the court to contest the citation shall be deemed
28 to waive his/her right to pay the civil penalty. The court, after a hearing, shall make a
29 finding as to whether a violation has occurred and may impose a civil penalty not to
30 exceed five-hundred dollars (\$500.00) plus court costs.
- 31 J. If a person fails to pay the civil penalty or fails to appear in court to contest the citation,

1 s/he shall be deemed to have waived his/her right to contest the citation and, in such case,
2 a default judgment shall be entered and the judge shall impose a fine at that time an order
3 to show cause may be issued. If the fine is paid, the case shall be dismissed. If the fine is
4 not paid, judgment may be entered up to the maximum civil penalty of five-hundred
5 dollars (\$500.00) plus court costs.

6 K. Any person who refuses to sign and accept a citation issued pursuant to this Ordinance
7 shall be guilty of a misdemeanor of the second degree, punishable as provided by
8 sections 775.082, 775.083 or 775.084, Florida Statutes.

9 L. The Division may require mandatory court appearances for violations resulting in the
10 issuance of a third or subsequent citation to a person. The citation shall clearly inform
11 the person of the mandatory court appearance. The Division shall maintain records to
12 prove the number of citations issued to the person. Persons required to appear in court do
13 not have the option of paying the fine instead of appearing in court.

14
15 **SECTION 25. Administrative Enforcement, Denial, Revocation and**
16 **Suspension of Operating Permits.**

17
18 A. The Director is authorized to deny, suspend or revoke operating permits, towtruck decals,
19 upon written notice. Towtruck companies are subject to denial, suspension or revocation
20 when it appears that:

- 21 1. The towtruck company and/or driver has failed to comply with or has violated the
22 provisions of this Ordinance;
- 23 2. The towtruck company has failed to comply with or has violated the provisions of
24 Chapter 323 F.S., s. 713.78 and 715.07, F.S.;
- 25 3. The operating permit was obtained by an application in which any material fact
26 was omitted or falsely stated;
- 27 4. Any towtruck or equipment owned or operated by the towtruck company and
28 issued a decal pursuant to the Ordinance has been operating in violation of this
29 Ordinance or any provision of law.
- 30 5. In addition, an operating permit issued pursuant to this Ordinance may be
31 suspended or revoked when the Director receives written notification that
32 towtruck company, towtruck operator's officer, director or partner pled nolo

1 contendere, pled guilty or has been convicted of any crime designated as a felony
2 (as referenced in Section 5.C.1.[New Applications/Renewals and Issuance of
3 Towing Operating Permit; Fees] of this Ordinance); any crime relating to motor
4 vehicles; or any crime involving the sale or possession of controlled substances as
5 defined by the Florida Rico Act, section 893.03, Florida Statutes, regardless of
6 whether adjudication has been withheld. The only exception to this rule is where
7 the civil rights of such individual has been restored.

8 6. Notwithstanding other suspension, revocation or denial procedures included in
9 this Ordinance, three (3) or more violations of this Ordinance which resulted in
10 civil fines/penalties, judgments or administrative orders entered by the Division
11 and/or a conviction or plea of guilty or nolo contendere resulting from three
12 separate incidents/complaints within a twelve (12) month period shall result in the
13 revocation, suspension or denial of an operating permit for a period of three to
14 five business days. The company is required to pay an administrative reactivation
15 fee established by resolution of the Commission before any towing services can
16 resume in Palm Beach County. Any company found operating during a period of
17 suspension, revocation or denial shall have its operating permit revoked for a
18 period of one (1) year.

19 7. Notwithstanding other suspension, revocation or denial procedures included in
20 this Ordinance, four (4) or more violations of this Ordinance which resulted in
21 civil fines/penalties, judgments or administrative orders entered by the Division
22 and/or a conviction or plea of guilty or nolo contendere resulting from four
23 separate incidents/complaints within a twelve (12) month period shall result in the
24 revocation, suspension or denial of an operating permit for a period of six to 10
25 business days. The company is required to pay an administrative reactivation fee
26 established by resolution of the Commission before any towing services can
27 resume in Palm Beach County. Any company found operating during a period of
28 suspension, revocation or denial shall have its operating period revoked for a
29 period of one (1) year.

30 8. Failed to comply with the terms of a cease and desist order, notice to correct a
31 violation, written assurance of voluntary compliance, or any other lawful order of

1 the Director, the Division, or the Consumer Affairs Hearing Board and/or Hearing
2 Officer.

3 9. Failed to obtain or maintain insurance as required by this Ordinance.

4 10. Misrepresented or concealed a fact on the application, renewal application, or
5 replacement application for a license.

6 11. Engaged in any conduct as a part of the performance of any contract for service
7 which constitutes a deceptive and unfair trade practice or fraud.

8 B. Any company which has violated this Ordinance as provided for in this section, may have
9 its operating permit suspended by action of the Division Director for a period not to
10 exceed thirty (30) days. In such cases the Director shall provide written notice to the
11 company at least ten (10) days prior to the effective date of the suspension. Any
12 company which decides to appeal the suspension by the Director, must submit the written
13 request for an appeal and applicable appeal fee to the Consumer Affairs Division within
14 that ten (10) day period. The written appeal will then effect a “stay” on the suspension
15 until the Consumer Affairs Hearing Board/Special Master makes a final determination as
16 to the merits of the suspension. The appeal hearing shall be conducted as provided for in
17 Section 27 (Hearings and Appeals). If the Hearing Board/Special Master affirms the
18 action of the Director, the suspension becomes effective the day following the decision of
19 the Hearing Board/Special Master.

20 C. Any company which has had its operating permit suspended for a specific Ordinance
21 deficiency but fails to correct that deficiency after thirty (30) days shall have such
22 operating permit revoked for a period of one (1) year from the date of the revocation
23 notice. Such revocation may be appealed as provided for in Section 27.
24

25 **Section 26. Additional Penalties.**

26 Failure to comply with the requirements of this Ordinance shall also constitute a violation of this
27 Ordinance, and the Consumer Affairs Ordinance of Palm Beach County (No. 77-10, as
28 amended). Violations of this Ordinance may be punishable, upon conviction, pursuant to Section
29 125.69(1), Florida Statutes, by a fine not to exceed five-hundred dollars (\$500.00) per violation
30 or imprisonment not exceeding sixty (60) days, or both such fine or imprisonment, or may

1 subject the violator to civil fines based on the issuance of a civil citation. Each day of continuing
2 violation shall be considered a separate offense. In addition to the sanctions contained herein,
3 the County shall take any other appropriate legal action, including but not limited to, cease and
4 desist orders, other administrative action and requests for temporary and permanent injunctions
5 to enforce the provisions of this Ordinance. It is the purpose of this Ordinance to provide
6 additional cumulative remedies.

7
8 **SECTION 27. Hearings and Appeals.**
9

10 Upon receipt of the notice of denial, revocation, or suspension of an operating permit, which
11 notice shall specify the grounds for the denial, suspension or revocation, the towtruck company
12 shall be entitled to an appeal according to the following:

13 A. Administrative Appeal: Any towtruck company, which has had an operating permit,
14 denied, revoked, or suspended by the Division, may appeal such decision to the
15 Consumer Affairs Hearing Board/Special Master within twenty (20) days of receipt of
16 the decision. A non-refundable filing fee must accompany the written request for appeal.
17 The company or attorney shall file a written notice of appeal signed by the company or
18 attorney requesting a hearing and setting forth a brief statement of the reasons thereof.
19 The filing fee shall be established by resolution of the Commission. The appeal shall be
20 reviewed at a hearing of the Consumer Affairs Hearing Board/Special Master within
21 sixty (60) days of receipt by the Division of the notice of appeal. The towtruck company
22 may be represented by an attorney and shall be entitled to present a defense.

23 B. Orders: At the conclusion of any hearing set forth in this section, the Consumer Affairs
24 Hearing Board/Special Master shall orally render its decision (order) based on evidence
25 entered into the record. The decision shall be by motion approved by the affirmative vote
26 of those members present and voting. The decision shall be stated in a written order and
27 mailed to the towtruck company not later than ten (10) days after the hearing, and shall
28 be deemed final agency action with regard to the matter appealed.

29 C. Court Appeal: Any person may appeal a final determination of the Consumer Affairs
30 Hearing Board/Special Master within thirty (30) days of the rendition of the decision by
31 filing a petition for writ of certiorari in the Circuit Court of the Fifteenth Judicial Circuit
32 in and for Palm Beach County, Florida.

- 1 D. For purposes of appeal, the FDLE Criminal History/Records Reports and the State of
2 Florida Department of Highway Safety and Motor Vehicles traffic/driving record report
3 shall be deemed prima facie evidence and admitted into evidence before the Consumer
4 Affairs Hearing Board/Special Master.
- 5 E. Upon receipt of such notice of appeal, the Division shall set a time and place for such
6 hearing and shall give the violator or attorney and the Consumer Affairs Hearing
7 Board/Special Master reasonable notice thereof. All hearings and appeals shall be
8 scheduled and determined as promptly as practicable and in no event more than sixty (60)
9 days from the date of the notice of the written notice of appeal was filed. Written notice
10 of the time, date, and place of the hearing of the appeal by the Division shall be served
11 upon the appellant no later than twenty (20) days prior to the date of the hearing. Said
12 notice of hearing, shall be by personal service, certified mail or posting in a conspicuous
13 place at the towtruck company's place of business. Failure of the company to respond
14 within the time frames specified herein or failure to appear at a duly noticed hearing shall
15 be deemed a waiver of the right to hearing and an admission of the acts specified in the
16 notice.
- 17 F. The Consumer Affairs Hearing Board/Special Master shall consider the case record as
18 well as the statement offered by any interested party and shall consider the matter de
19 novo and shall, upon the basis of the record before it, affirm, modify or reverse the
20 decision of the Director.
- 21 G. If the Consumer Affairs Hearing Board/Special Master affirms the decision of the
22 Director to deny, suspend or revoke an operating permit, the suspension or revocation
23 shall be effective from the date of the Consumer Affairs Hearing Board's/Hearing
24 Officer's order. A decision to affirm the action of the Director shall constitute final
25 agency action for purposes of further appeal.
- 26 H. Suspension of the Operating Permit: If, at the conclusion of the hearing, the Consumer
27 Affairs Hearing Board/Special Master decides to suspend the operating permit, a time
28 certain shall be set as the period of suspension. Prior to the end of such time certain,
29 those violations for which the suspension was imposed shall be corrected; otherwise, the
30 suspended permit(s) will be automatically revoked. An Administrative Reactivation fee
31 shall be collected to reinstate the suspended permit(s). The Administrative Reactivation

1 fee shall be established by resolution of the Commission.

2 I. Revocation of Permit/I. D Badge: If, at the conclusion of the hearing, the Consumer
3 Affairs Hearing Board/Special Master decides to revoke an operating permit the
4 individual, driver or towtruck company shall remove and/or return the operating permit
5 to the Division. A towtruck company whose operating permit has been revoked shall not
6 be eligible to reapply as a new applicant for a period of six (6) months from the date of
7 revocation.

8 J. If the Consumer Affairs Hearing Board/Special Master reverses the decision of the
9 Director, it shall direct the Director to issue or restore the towtruck operating permit.

10 K. In the event a written notice of appeal and accompanying filing fees are not submitted
11 within the times frames outlined in this Ordinance, the decision of the Director shall
12 prevail.

13 L. Effect of Appeal: The appeal of the decision of the Director to suspend or revoke an
14 operating permit shall stay the effective date of the suspension or revocation.

15

16 **SECTION 28. Scope of Ordinance.**

17 A. The provisions of this Ordinance and the relevant Florida Statutes shall be the exclusive
18 regulations applicable to towing, recovery and removal of vehicles/vessels in Palm Beach
19 County and all storage provided therewith. This Ordinance shall be applicable in both the
20 unincorporated and incorporated areas, except that this Ordinance shall not apply in any
21 municipality that has adopted and maintains in effect Ordinances or regulations
22 governing the same matters.

23 B. This Ordinance shall not apply to the towing of a vehicle/vessel which occurs with the
24 consent of the vehicle/vessel's owner or operator.

25 C. Nothing in this Ordinance shall be construed to prohibit the discharge or storage of a
26 vehicle or vessel lawfully recovered, towed or removed in another county and lawfully
27 transported into Palm Beach County.

28

29 **SECTION 29. Repeal of Laws in Conflict.**

30 All local laws and ordinances in conflict with any provisions of this Ordinance are hereby

1 repealed as it relates to the enforcement of this Ordinance only.

2

3 **SECTION 30. Savings Clause.**

4 Notwithstanding Section 30, Repeal of Laws in Conflict, all administrative and court orders,
5 fines and pending enforcement issued pursuant to the authority and procedures established by
6 Ordinance 2005-009 shall remain in full force and effect.

7

8 **SECTION 31. Inclusion in the Code of Laws & Ordinances.**

9 The provisions of this Ordinance shall become and be made a part of the Code of Laws and
10 Ordinances of Palm Beach County, Florida. The sections of this Ordinance may be renumbered
11 or relettered to accomplish such, and the words "ordinance," "article," "section," "subsection," or
12 "paragraph" may be changed to any other appropriate word to accomplish codification.

13

14 **SECTION 32. Severability.**

15 If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason
16 held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding
17 shall not affect the remainder of this Ordinance.

18

19 **SECTION 33. Effective Date.**

20 The provisions of this Ordinance shall be effective immediately upon filing with the Department
21 of State.

APPROVED AND ADOPTED by the Board of County Commissioners of Palm Beach
County, on the _____ day of _____,
2010.

Sharon R. Bock, Clerk & Comptroller PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chair, Burt Aaronson

Approved as to form and legal
sufficiency

Effective Date:

Filed with the Florida Department of State on the _____ day of _____, 2010, at
_____. m.

RESOLUTION NO. R-2010-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; ESTABLISHING MAXIMUM RATES FOR SERVICES RELATED TO NONCONSENT TOWING AND RECOVERY IN PALM BEACH COUNTY; ESTABLISHING FEES REQUIRED BY THE TOWING ORDINANCE; ESTABLISHING CIVIL FINES REQUIRED BY THE TOWING ORDINANCE; ESTABLISHING THE MINIMUM INSURANCE LEVELS REQUIRED BY THE TOWING ORDINANCE AND RESCINDING AND REPEALING RESOLUTION NO. R-2005-1023.

WHEREAS, numerous persons and firms in Palm Beach County engage in the business of performing towing and recovery of motorized vehicles; and

WHEREAS, Palm Beach County Code Chapter 19, Article VIII, regulates the maximum rates towing companies can charge consumers for nonconsent tows and that such rates shall be established by Resolution of the Board of County Commissioners; and

WHEREAS, it is in the best interest of the County, its citizens and its visitors to regulate the maximum rates charged for nonconsent towing services; and

WHEREAS, Palm Beach County Code Chapter 19, Article VIII, provides for the payment of operating permit fees, vehicle decal fees and other fees; and

WHEREAS, Palm Beach County Code Chapter 19, Article VIII, requires a schedule of fines for violations of the Ordinance; and

WHEREAS, Palm Beach County Code Chapter 19, Article VIII, requires establishing minimum insurance levels for the various types of insurance required.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA,
that:

Section 1. Schedule of Maximum Rates

The following maximum rates for services related to nonconsent tows shall be established and shall become effective on February 1, 2010:

Rate Type	Rate
Private Property Impound Tow Class A Class B Class C Class D No other fees may be imposed for the first 24 hours the vehicle is in the care, custody and control of the towing operator, except: a) applicable storage fees may be charged after the proper police authority has been notified and the vehicle has been in the possession of the towing operator for at least 6 hours and b) "extra time at scene" when a law enforcement agency is called/involved and when the officer's name and badge number and detailed explanation is provided.	Flat Rate \$114 Flat Rate \$201 Flat Rate \$286 Flat Rate \$286
Police Directed Tow Class A Class B Class C – applies to non-commercial vehicles only Class D – applies to non-commercial vehicles only	\$155 \$229 \$343 \$492
Per mile fee for Police Directed Tow Class A Class B Class C Class D	\$7.00 \$8.00 \$9.50 \$11.50
Daily outdoor storage - vehicles 25' or less <u>after first 6 hours</u>	\$25
Daily outdoor storage – vehicles longer than 25' <u>after first 6 hours</u>	\$35
Daily outdoor storage - motorcycles, ATV's, scooters, other small personal vehicles <u>after first 6 hours.</u>	\$15
*Daily indoor storage - vehicles 25' or less <u>after first 6 hours.</u>	\$35
*Daily indoor storage - vehicles longer than 25' <u>after first 6 hours.</u> Applies to non-commercial vehicles only.	\$50
*Daily indoor storage - motorcycles, ATV's, scooters, other small personal vehicles <u>after first 6 hours.</u>	\$20
Drop Charge – When the vehicle/vessel owner or authorized driver/agent arrives at the scene prior to the vehicle/vessel being removed or towed from the property, the vehicle/vessel shall be disconnected from the towtruck and the vehicle/vessel owner or authorized driver/agent shall be allowed to remove the vehicle/vessel without interference upon payment of a reasonable service fee of not more than one-half of the posted rate for such towing service.	One-half of the posted rate for such towing service
Administrative/Lien Fee - after 24-hours, from time of police report. Must show proof that lien letter(s) have been prepared with appropriate names/addresses included and that fees have been expended.	\$50

Rate Type	Rate
After-Hour Gate Fee – may not be applied between the hours of 8 a.m. and 6 p.m. Monday through Friday (excluding federal holidays) and not for 6 hours after a vehicle has been impounded all other times when: a. Impounded vehicles/vessels are claimed by the owner or authorized driver/agent; or b. The owner or authorized driver/agent wishes to recover/remove property from an impounded vehicle/vessel.	\$35
Extra Time at Scene - First one-half hour to be included in the initial cost per call. Charges are 15 minute intervals. All extra time/labor shall be documented by the towtruck driver and shall include the name of the law enforcement agency and the law enforcement agency case number or the officer's name and badge number. The documentation shall also include a detailed explanation of the services rendered which necessitated the charges and if possible, photographs of the scene.	25% of applicable towing fee in 15 minute intervals.
Underwater Recovery - Performed by a certified/ professional diver with the written documentation and approval by the investigating law enforcement agency/ officer.	\$100 plus cost per hour (port-to-port)
Hazardous material clean-up and disposal as required, mandated and/or licensed through state or local laws and approved by the investigating law enforcement agency/officer.	Towing Company prevailing rates
Consumer Price Index Automatic Increase in Fees: The Maximum Private Property Impound Fees for Class A, B, C & D and Maximum Police Directed Fees for Class A, B, C and D shall be adjusted up or down to the nearest dollar each year beginning March 1, 2011 and each March 1 thereafter. The increases/decreases shall be based on the seasonally adjusted "Consumer Price Index – Urban" (South Region or Miami-Ft. Lauderdale Reports) released by the Federal Bureau of Labor Statistics for the previous calendar year ending December 31. Similarly, mileage fees shall be adjusted up/down to the nearest twenty-five cent level based on the announced Consumer Price Index. The Consumer Affairs Division shall be responsible for compiling and releasing the new maximum rates to all licensed non-consent towing companies in Palm Beach County by February 1, 2011 and each February 1 thereafter.	

- * Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative or investigating law enforcement agency.

Section 2, Operating Permit Fees, Vehicle Decal Fees And Other Fees

- A. Annual Application Fee for companies performing non-consent towing services\$600
- B. Annual Application Fee for companies performing non-consent towing services
for 2010 license year only\$550
- C. Annual Application Fee for companies performing consent-only towing services\$300
- D. Annual Application Fee for companies performing consent-only towing services
for 2010 license year only\$250
- E. Towing Vehicle Decal Fee.....\$150
- F. Storage Yard Inspection Fee (for each company with a storage yard).....\$100

G.	Operating Permit Application Late Fee	
	1. Late up to 30 days	\$200
	2. Late 31 – 60 days	\$300
	3. Late 61 days and up to 1 year from date of expiration.....	\$400
H.	Operating Permit Application Refiling Fee	\$200
I.	Towing Vehicle Decal Replacement Fee.....	\$25
J.	Inspection Late Fee	\$50
K.	Inspection Cancellation Fee	\$75
L.	Storage Facility Reinspection Fee.....	\$75
M.	Administrative Appeal Filing Fee.....	\$100
N.	Administrative Reactivation Fee (including Administrative Insurance Reactivation Fee)	
	1. First occurrence.....	\$250
	2. Second and subsequent occurrences	\$500
O.	Towtruck Driver I.D. Badge Fee.....	\$60
P.	Towtruck Driver I.D. Badge Late Fee.....	\$30
Q.	Towtruck Driver I.D. Badge Replacement Fee.....	\$30
R.	Towtruck Driver I.D. Badge Rush Fee	\$30
S.	Criminal Background Fee (Currently using Florida Department of Law Enforcement Criminal History Record) – Cost to County	Currently \$23

All fees are non-refundable.

Note: Any company initially paying for a “Consent-Only” towing application, but later (in the same year) desiring to perform “Non-Consent” towing services, must apply to the Consumer Affairs Division and pay the additional amount required for the “Non-Consent” application fee.

Section 3, Fine Schedule

- A. Civil fines for violation of the Towtruck Ordinance shall be set at \$500 for the first and all subsequent offenses for the following sections (a possible mandatory court appearance may be required for the third offense):
1. Section 4. (Operating without a permit)
 2. Section 7. (Insurance requirements)
 3. Section 9.F. (Operating a towtruck that has failed a critical inspection)
 4. Section 15.C. (Failure to disconnect vehicle from towtruck when owner arrives

before towtruck departs scene and owner pays or offers to pay “drop fee”)

5. Section 20 (Fraudulent transfer of a towtruck company)
 6. Section 24.B. (Using physical force against ordinance enforcement officer)
- B. Civil fines for violation of the Towtruck Ordinance shall be set at \$100 – first offense, \$250 – second offense and \$500 – third offense (with a possible mandatory court appearance) for the following sections:
1. Section 8.A. (Display vehicle decal)
 2. Section 8.B. (Vehicle signage)
 3. Section 19. (Driver requirements)
- C. Civil fines for violation of the Towtruck Ordinance shall be set at \$250 – first offense, \$500 – second offense and \$500 – third offense (with a possible mandatory court appearance) for all other sections of the Ordinance not identified in A and B above.

Section 4, Minimum Insurance Requirements

Each towtruck company shall provide the following minimum insurance levels as required in Section 7 – Insurance Requirements of the Towtruck Ordinance:

- A. Auto liability for each towtruck used by a consent-only company:
1. For each Class A or Light Duty Towtruck used exclusively for consent-only towing:
Combined single limit\$100,000
or
Split limits \$100,000/\$300,000/\$50,000
 2. For all other consent-only towtrucks;
Combined single limit\$500,000
or
Split limits \$500,000/\$500,000/\$100,000
- B. Auto liability for each towtruck used by a non-consent company:
1. For each Class A – Light Duty Non-Police towtruck
Combined single limit\$300,000
or

- Split limits \$250,000/\$500,000/\$100,000
2. For all other non-consent towtrucks
- Combined single limit\$500,000
- or
- Split limits \$500,000/\$500,000/\$100,000
- C. General/Garage Liability:
1. For towtruck operators performing only consent tows:
- Combined single limit\$100,000
- or
- Split limits \$100,000/\$300,000/\$50,000
2. For towtruck operators performing only private property impound tows:
- Combined single limit\$300,000
- or
- Split limits \$250,000/\$500,000/\$100,000
3. For all other towtruck operators:
- Combined single limit\$500,000
- or
- Split limits \$500,000/\$500,000/\$100,000
- D. Garage Keeper's Legal Liability:
1. For any one vehicle.....\$50,000
2. Per occurrence\$100,000
- (Companies which do not have a storage facility or are not responsible for the care, custody and control of vehicles not on-hook are exempt from this requirement)
- E. On-Hook Cargo Liability Coverage for Each Vehicle\$50,000
- F. Worker's Compensation (according to state law)

Section 5, Repeal of Resolution

Resolution No. R-2005-1023 previously adopted for the Towtruck Ordinance is hereby repealed.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

COMMISSIONER BURT AARONSON, CHAIRMAN	_____
COMMISSIONER KAREN T. MARCUS, VICE CHAIR	_____
COMMISSIONER JOHN F. KOONS	_____
COMMISSIONER SHELLEY VANA	_____
COMMISSIONER STEVEN L. ABRAMS	_____
COMMISSIONER JESS R. SANTAMARIA	_____
COMMISSIONER PRISCILLA A. TAYLOR	_____

The Chairman thereupon declared the resolution duly passed and adopted this _____ day of _____, 2010.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS

Sharon R. Bock
Clerk & Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

As of
12/23/09

Palm Beach County
Current vs. Proposed
Maximum Non-Consent Towing Rates
and
Towing Fees, Fines, Minimum Liability Insurance

Type	Current	Proposed
Operating Permit/Driver Fees		
Application Fee – for each towtruck company *Consent-only companies would not be permitted to conduct non-consent tows without the non-consent towing license. Note: Any company initially paying for a "Consent-Only" towing application, but later (in the same year) desiring to perform "Non-Consent" towing services, must apply to the Consumer Affairs Division and pay the additional amount required for the "Non-Consent" application fee.	\$400	Non-Consent \$600 Consent-only \$300* First year reduce application fees by \$50
Vehicle Decal Fee – for each towtruck	\$150	No change
Storage Yard Inspection Fee – for each towtruck company with a storage yard	N/A	\$100
Towing business permit application late fee Late up to 30 days Late 31 – 60 days Late 61 days and up to 1 year from date of expiration First year applications due February 28, 2010.	\$200 Only 1 fee	\$200 \$300 \$400
Operating Permit Refiling Fee	\$200	No change
Towing Vehicle Decal Replacement Fee	\$25	No change
Inspection Late Fee	\$50	No change
Inspection Cancellation Fee	\$75	No change
Storage Facility Reinspection Fee	\$75	No change
Administrative Appeal Filing Fee	\$50	\$100
Administrative Reactivation Fee (including Administrative Insurance Reactivation Fee) First occurrence All other occurrences	N/A	\$250 \$500
Towtruck Driver I.D. Badge Fee – for each person who drives a commercial towtruck. Two year fee.	N/A	\$60 Two year fee
Towtruck Driver I.D. Badge Late Fee	N/A	\$30
Towtruck Driver I.D. Badge Replacement Fee	N/A	\$30
Towtruck Driver I.D. Badge Rush Fee	N/A	\$30
Criminal Background Fee – completed every 2 years for towtruck drivers and company owners.	Actual cost Currently \$24	No change

Type	Current	Proposed
Maximum Rates – Non-Consent Tows		
Private Property Impound Tow Class A Class B Class C Class D No other fees may be imposed for the first 24 hours the vehicle is in the care, custody and control of the towing operator, except: a) applicable storage fees may be charged after the proper police authority has been notified and the vehicle has been in the possession of the towing operator for at least 6 hours and b) “extra time at scene” when a law enforcement agency is called/involved and when the officer’s name and badge number and detailed explanation is provided.	Flat Rate \$114 Flat Rate \$201 Flat Rate \$286 Flat Rate \$286	No change
Police Directed Tow Class A Class B Class C – applies to non-commercial vehicles only Class D – applies to non-commercial vehicles only	\$155 \$229 \$343 \$492	No change
Per mile fee for Police Directed Tow Class A Class B Class C Class D	\$7.00 \$8.00 \$9.50 \$11.50	No Change
Daily outdoor storage - vehicles 25' or less <u>after first 6 hours</u>	\$25	No Change
Daily outdoor storage – vehicles longer than 25' <u>after first 6 hours</u>	\$35	No Change
Daily outdoor storage - motorcycles, ATV=s, scooters, other small personal vehicles <u>after first 6 hours.</u>	\$15	No Change
*Daily indoor storage - vehicles 25' or less <u>after first 6 hours.</u>	\$35	No Change
*Daily indoor storage - vehicles longer than 25' <u>after first 6 hours.</u> Applies to non-commercial vehicles only.	\$50	No Change
*Daily indoor storage - motorcycles, ATVs, scooters, other small personal vehicles <u>after first 6 hours.</u>	\$20	No change
Drop Charge – When the vehicle/vessel owner or authorized driver/agent arrives at the scene prior to the vehicle/vessel being removed or towed from the property, the vehicle/vessel shall be disconnected from the towtruck and the vehicle/vessel owner or authorized driver/agent shall be allowed to remove the vehicle/vessel without interference upon payment of a reasonable service fee of not more than one-half of the posted rate for such towing service.	One-half of the posted rate for such towing service	No change

Type	Current	Proposed
Administrative/Lien Fee - after 24-hours, from time of police report. Must show proof that lien letter(s) have been prepared with appropriate names/addresses included and that fees have been expended.	\$35 Plus all actual fees imposed by the State of Florida for obtaining required ownership information (i.e., actual postage fees, actual advertising fee and actual cost of title search for out-of-state vehicles) Itemization required	\$50 Maximum flat fee
After-hour Gate fees - may not be applied between the hours of 8 a.m. and 6 p.m. Monday through Friday (excluding federal holidays) and not for 6 hours after a vehicle has been impounded all other times when: a. Impounded vehicles/vessels are recovered by the owner or authorized driver/agent; or b. The owner or authorized driver/agent wishes to recover property from an impounded vehicle/vessel.	\$35	No change
Extra Time at Scene Labor Charge - First one-half hour to be included in the initial cost per call. Charges are 15 minute intervals. All extra time/labor shall be documented by the towtruck driver and shall include the name of the law enforcement agency and the law enforcement agency case number or the officer's name and badge number. The documentation shall also include a detailed explanation of the services rendered which necessitated the charges and if possible photographs of the scene.	25% of applicable towing fee in 15 minute intervals.	No change
Underwater Recovery - Performed by a certified/professional diver with the written documentation and approval by the investigating law enforcement agency/officer.	\$100 plus cost per hour (port-to-port)	No Change
Hazardous material clean-up and disposal as required, mandated and/or licensed through state or local laws and approved by the investigating law enforcement agency/officer.	Towing Company prevailing rates	No Change
Ordinance Citation Fines		
"A" Offenses 1. Section 4. (Operating without a Permit) 2. Section 7. (Insurance Requirements) 3. Section 9.F. (Operating a towtruck that has failed a critical inspection) 4. Section 15.C. (Failure to disconnect vehicle from towtruck when owner arrives on the scene before his/her vehicle is removed) 5. Section 20 (Fraudulent transfer of a towtruck company) 6. Section 24.B. (Using physical force against ordinance enforcement officer) First Offense Second Offense Third Offense	 \$500 \$500 \$500	 No Change No Change No Change

Type	Current	Proposed
“B” Offenses 1. Section 8.A. (Display vehicle decal) 2. Section 8.B.1. (Vehicle signage) 3. Section 19 (Driver Requirements) First Offense Second Offense Third Offense	 \$100 \$250 \$500	 No Change No Change No Change
“C” Offenses - for all other sections of the Ordinance not identified in A and B above First Offense Second Offense Third Offense	 \$250 \$500 \$500	 No Change No Change No Change
Minimum Insurance Requirements		
Auto liability for each – Consent-Only towtruck For Class A or Light Duty towtrucks used exclusively for Consent-Only Towing: Combined single limit or Split limits For all other Consent-Only towtrucks Combined single limit or Split limits	 N/A N/A \$500,000 N/A	 \$100,000 \$100,000/\$300,000/\$50,000 \$500,000 \$500,000 \$500,000/\$500,000/\$100,000
Auto liability for each non-consent towtruck For Class A – Light Duty Non-Police towtrucks Combined single limit or Split limits for all other non-consent towtrucks Combined single limit or Split limits	 \$300,000 N/A \$500,000 N/A	 No Change \$250,000/\$500,000/\$100,000 No Change \$500,000/\$500,000/\$100,000
General/Garage liability For towtruck operators performing only consent tows Combined single limit or Split limits For towtruck operators performing only private property impounds Combined single limit or Split limits For all other towtruck operators Combined single limit or Split limits	 N/A N/A \$300,000 N/A \$500,000 N/A	 \$100,000 \$100,000/\$300,000/\$50,000 No Change \$250,000/\$500,000/\$100,000 No Change \$500,000/\$500,000/\$100,000
Garage keeper’s legal liability For any one vehicle Per occurrence	 \$50,000 \$100,000	 No Change No Change
On-Hook cargo liability coverage for each vehicle	\$50,000	No Change
Worker’s Compensation	According to state law	No Change