

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

Meeting Date: August 23, 2022      ☐ Consent      ☐ Regular  
☐ Ordinance      ☒ Public Hearing

**Department:** Department of Public Safety  
**Submitted By:** Department of Public Safety  
**Submitted For:** Division of Consumer Affairs

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to adopt: AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AMENDING PALM BEACH COUNTY CODE CHAPTER 19, ARTICLE VIII (ORDINANCE NO. 2011-008), 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 REQUIRED; PROVIDING FOR INSURANCE REQUIREMENTS, PROVIDING FOR TOW TRUCK REGISTRATION, TOW TRUCK STANDARDS AND DECALS; PROVIDING FOR INSPECTION PROCEDURES AND REQUIREMENTS FOR TOW COMPANIES; PROVIDING FOR NON-CONSENT MANIFEST, TOWING INVOICE OR TOW SHEET; PROVIDING FOR ADVERTISEMENTS; PROVIDING FOR RECORDS REQUIRED; PROVIDING FOR OPERATING PERMIT REQUIRED TO DO BUSINESS WITH THE COUNTY; PROVIDING FOR NON-CONSENT TOWING WITH PRIOR EXPRESS INSTRUCTION; PROVIDING FOR NOTICE REQUIREMENTS FOR PROVIDING NON-CONSENT TOW SERVICES AT REQUEST OF REAL PROPERTY OWNERS; PROVIDING FOR NON-CONSENT TOW TRUCK COMPANY REQUIREMENTS; PROVIDING FOR CONSENT-ONLY TOW TRUCK COMPANY REQUIREMENTS; PROVIDING FOR MAXIMUM RATES; PROVIDING FOR TOW TRUCK DRIVER REQUIREMENTS AND FAILURE TO COMPLY; PROVIDING FOR FRAUDULENT TRANSFER OF TOW TRUCK COMPANIES; PROVIDING FOR ADDITIONAL REQUIREMENTS FOR PROVIDING IMMOBILIZATION SERVICES; 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/I.D. BADGES; PROVIDING FOR ADDITIONAL PENALTIES; PROVIDING FOR HEARINGS AND APPEALS; PROVIDING FOR SCOPE OF ORDINANCE; 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.**

**Continued on page 3**

**Attachments:**

- 1) Proposed Towing and Immobilization Ordinance: Strike-through/Underlined Version
- 2) Proposed Towing and Immobilization Ordinance: Clean Version
- 3) PowerPoint presentation

=====

Recommended By: SSepiora 6/21/20  
Department Director Date

**Approved By:** Pee 7/6/22

**Assistant County Administrator** **Date**

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Personal Services					
Operating Costs					
Capital Expenditures					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0*				

# ADDITIONAL FTE

<b>POSITIONS (Cumulative)</b>	0	0	0	0	0
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**Is Item Included In Current Budget?**    Yes           No       

Does this item include the use of federal funds? Yes        No       

**Budget Account Exp No: Fund** xxxx **Dept.** xxx **Unit** xxxx **Obj.** xxxx **Prog.** xxxx

**Rev No: Fund** xxxx **Dept.** xxx **Unit** xxxx **Rev.** xxxx **Prog.** xxxx

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

**\*The fiscal impact is undetermined at this time. There will be a separate agenda item (tentatively scheduled for July 28<sup>th</sup>) for updates to the resolution to include the schedule of maximum rates for immobilization and non-consent tows**

C. Departmental Fiscal Review: 1/25/20

### III. REVIEW COMMENTS

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

for review  
action  
6/29/22

ASD ID - 6/24/22  
OFMB JA 6-23-22

*Dr. J. Jackson* 7/5/22  
Contract Dev. And Control  
7-5-22 *JD*

**B. Legal Sufficiency:**

Tean-adel Williams  
Assistant County Attorney

**C. Other Department Review:**

**Department Director**

**This summary is not to be used as a basis for payment.**



(continued from page 1)

**Summary:** A preliminary reading of the proposed ordinance revisions was approved by the BCC on July 12, 2022. At the request of the towing industry and administrative need to update the Tow Truck Ordinance, staff convened multiple meetings of industry members from both the towing and immobilization industry. Staff and industry members identified several ways to improve the ordinance while continuing to provide consumer protections. Updates include modification to ordinance language to conform to Florida Statute with respect to signage placement and lien requirements; establishing timelines on certain disqualifying criminal offenses for tow truck drivers; creating a licensing and program for immobilization services that addresses the following: maximum rates, signage requirements, required methods of payment, warning notices on vehicles, insurance requirements, identification requirements, release/response time requirements, awareness to consumers on complaint filing, and violations for non-compliance; allowing credit card convenience fees; e-mail authorizations for private property impounds; creating an annual rate adjustment using the Consumer Price Index (CPI); updating the ordinance name to Towing and Immobilization Services; and improving general readability. The proposed revisions were presented to the Consumer Affairs Hearing Board on June 15, 2022 and League of Cities on June 22, 2022 with no objection. Administration and enforcement of this ordinance is funded entirely through license fees. **Countywide** (JAW)

**Background and Policy:** Florida Statute 125.0103 (1) (c) requires counties to establish maximum rates for the towing of vehicles or vessels or immobilization of vehicles or vessels on private property, removal and storage of wrecked or disabled vehicles or vessels from an accident scene or for the removal and storage of vehicles and vessels. Florida Statute 125.01047 reinforces the County's authority to impose and collect towing and immobilization operating license fees, set maximum rates for the towing and immobilization of vehicles on private property including rates on different classes of vehicles, administrative fees, storage, fees, labor fees, and rates for towing services performed by government entities.

The Tow Truck Ordinance has been in place in Palm Beach County since 1992. In 1999, the U.S. Court of Appeals for the 11<sup>th</sup> Circuit severely limited the regulation of the towing industry by state/local governments. A subsequent class-action lawsuit 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 11<sup>th</sup> Circuit's decision, making it possible for local jurisdictions to again regulate towing companies. The Ordinance was rewritten and approved by the Board in 2005. In 2010, the Board approved numerous adjustments to the Towing Ordinance.

**Palm Beach County**  
**TOWING AND IMMOBILIZATION SERVICES**  
**ORDINANCE 2022~~10~~-001**

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1 **TOWING TRUCK AND IMMOBILIZATION SERVICES**  
2 **ORDINANCE NO. 2022-11-008**  
3

4 AN ORDINANCE OF THE BOARD OF COUNTY  
5 COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA,  
6 AMENDING PALM BEACH COUNTY CODE CHAPTER 19,  
7 ~~ARTICLE~~ ORDINANCE VIII (ORDINANCE NO. 2011-0080-  
8 ~~004~~), PROVIDING FOR A TITLE; PROVIDING FOR  
9 DEFINITIONS; PROVIDING FOR TOW TRUCK CLASS  
10 SPECIFICATIONS; PROVIDING FOR OPERATING PERMIT  
11 REQUIRED; PROVIDING FOR NEW  
12 APPLICATIONS/RENEWALS AND ISSUANCE OF AN  
13 OPERATING PERMIT AND FEES; PROVIDING FOR  
14 INSPECTION OF STORAGE YARDS AND PUBLIC OFFICES  
15 REQUIRED; PROVIDING FOR INSURANCE  
16 REQUIREMENTS, PROVIDING FOR TOW TRUCK  
17 REGISTRATION, TOW TRUCK STANDARDS AND DECALS;  
18 PROVIDING FOR INSPECTION PROCEDURES AND  
19 REQUIREMENTS FOR TOW COMPANIES; PROVIDING FOR  
20 NON-CONSENT MANIFEST, TOWING INVOICE OR TOW  
21 SHEET; PROVIDING FOR ADVERTISEMENTS; PROVIDING  
22 FOR RECORDS REQUIRED; PROVIDING FOR OPERATING  
23 PERMIT REQUIRED TO DO BUSINESS WITH THE COUNTY;  
24 PROVIDING FOR NON-CONSENT TOWING WITH PRIOR  
25 EXPRESS INSTRUCTION ~~OF REAL PROPERTY OWNER OR~~  
26 ~~AUTHORIZED AGENT AND/OR LAW ENFORCEMENT~~  
27 ~~AGENCY~~; PROVIDING FOR NOTICE REQUIREMENTS FOR  
28 PROVIDING ~~NON-CONSENT~~ TOW SERVICES AT REQUEST  
29 OF REAL PROPERTY OWNERS; PROVIDING FOR NON-  
30 CONSENT TOW TRUCK COMPANY REQUIREMENTS;  
31 PROVIDING FOR CONSENT-ONLY TOW TRUCK COMPANY  
32 REQUIREMENTS; PROVIDING FOR MAXIMUM ~~NON-~~  
33 ~~CONSENT TOWING AND STORAGE~~ RATES ~~FOR NON-~~  
34 ~~CONSENT TOW SERVICES~~; PROVIDING FOR TOW TRUCK  
35 DRIVER REQUIREMENTS AND FAILURE TO COMPLY;  
36 PROVIDING FOR FRAUDULENT TRANSFER OF TOW  
37 TRUCK COMPANIES; PROVIDING FOR ADDITIONAL  
38 REQUIREMENTS FOR PROVIDING IMMOBILIZATION  
39 SERVICES; PROVIDING FOR DECEPTIVE AND UNFAIR  
40 TRADE PRACTICES; PROVIDING FOR CEASE AND DESIST  
41 ORDERS; PROVIDING FOR ASSURANCES OF VOLUNTARY  
42 COMPLIANCE; PROVIDING FOR ENFORCEMENT AND  
43 PENALTIES CIVIL AND CRIMINAL ~~PENALTIES~~;  
44 PROVIDING FOR ADMINISTRATIVE ENFORCEMENT,  
45 DENIAL, REVOCATION AND SUSPENSION OF OPERATING  
46 PERMITS/I.D. BADGES; PROVIDING FOR ADDITIONAL  
47 PENALTIES; PROVIDING FOR HEARINGS AND APPEALS;  
48 PROVIDING FOR SCOPE OF ORDINANCE; PROVIDING FOR  
49 REPEAL OF LAWS IN CONFLICT; PROVIDING FOR A  
50 SAVINGS CLAUSE; PROVIDING FOR INCLUSION IN THE  
51 CODE OF LAWS AND ORDINANCES; PROVIDING FOR  
52 SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE  
53 DATE.

54  
55 **WHEREAS**, numerous persons and firms in Palm Beach County engage in the business  
56 of recovering, towing, ~~and~~ storing and immobilization of motor vehicles and vessels; and  
57

58 **WHEREAS**, such towing and immobilization services frequently must be provided  
59 without the prior consent of the vehicle/vessel owner, or under circumstances which prevent  
60 negotiating the charges, terms and conditions for the towing or immobilization service, often



1 resulting in disagreements and complaints between vehicle/vessel owners and providers of towing  
2 or immobilization services; and

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

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

13  
14 **WHEREAS**, Chapter 19, Ordinance VIII of the Palm Beach County Code is being  
15 amended to update and clarify the regulations and licensing and enforcement procedures for towing  
16 ~~companies and towtruck drivers~~; and to establish regulations and procedures for immobilization  
17 services; and

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

22  
23 ~~and~~ **WHEREAS**, pursuant to Section 125.0103(b), Florida Statutes, ~~counties have been delegated~~  
24 ~~the authority to regulate towing; and~~ **WHEREAS**, the Board of County Commissioners of Palm  
25 Beach County finds it to be in the best interest of the County, its citizens and its visitors to permit  
26 license and regulate non-consent and consent towing and immobilization services and to protect  
27 the health, safety and welfare of the citizens and visitors of all drivers who perform towing services  
28 within Palm Beach County, and to ensure uniform, fair and consistent service rates, fees and  
29 procedures for towing, storage and immobilization services ~~to assure that all who provide the~~  
30 ~~services are fit and competent to do so and that such services are delivered in a safe and efficient~~  
31 ~~manner~~; and

32  
33 **WHEREAS**, the Board of County Commissioners of Palm Beach County hereby amends  
34 Palm Beach County Code Chapter 19, ~~Article~~ Ordinance VIII (Ordinance No. 20110-0081).

35  
36 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**  
37 **COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:**

38  
39 **SECTION 1. Title.**

40 This ~~article~~ ordinance shall be known and cited as the Tow ~~truck~~ ing and Immobilization  
41 Services Ordinance of Palm Beach County, Florida.

42  
43 **SECTION 2. Definitions.**

44 **For the purposes of this ~~article~~ ordinance, the following definitions shall apply:**

45 *Administrative/Lien fee* shall mean the fee that is charged for title and lien search, advertising  
46 costs, and notification of lien holder and owner of the whereabouts and charges against a vehicle  
47 or vessel incurred by a tow truck company.

48 *Advertisement* shall mean any ~~written~~ statement made in connection with the solicitation of a  
49 tow truck company or immobilization company and includes without limitation, statements and  
50 representations made in a newspaper, telephone directory or other publication, radio, television,  
51 electronic medium or contained in any notice, handbill, business card, sign, catalog, billboard,  
52 brochure, poster or letter.

53 *Applicant* shall mean any person who applies for an operating permit ~~or~~ with Palm Beach  
54 County. In the case of partnerships, associations, corporations and other legal entities, "applicant"  
55 shall also mean any member of a partnership and the corporate officers and directors.

56 *Application* shall mean the questionnaire with supporting documentation required to be  
57 submitted to the division in order to obtain an operating permit, ID badge or renewal or either.  
58 The application and instructions are obtained from the division.



1 **Article** shall mean Chapter 19, Ordinance VIII of the Palm Beach County Code, the Towing  
2 and Immobilization Services Ordinance as may be amended from time to time.

3 **Authorized driver/agent** shall include the ~~mean any~~ person who is empowered to act on behalf  
4 of the vehicle owner and the vehicle ~~or~~ lien holder.

5 **-Board** 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  
7 anything else of value.

8 **Consent tow** shall mean the recovery, towing and storage of a vehicle or vessel with the  
9 authorization/consent of the vehicle/vessel owner or authorized driver.

10 **Consent tow truck company** shall mean a person(s) who tows a motor vehicle/vessel with the  
11 authorization/consent of the vehicle/vessel owner or authorized driver/agent.

12 **Consent-only towing operating permit** shall mean the authority required by the provisions of  
13 this ~~ordinance~~ article of any individual or towing company engaging in the business of performing  
14 consent-only towing of vehicles/vessels.

15 ~~Commercial towing company shall mean any person or business entity which tows or~~  
16 ~~recovers vehicles/vessels commercially which results in compensation from the sale or resale of~~  
17 ~~vehicles/vessels or salvaged parts. Conviction~~ shall mean any judicial determination of conviction,  
18 adjudication withheld or plea of nolo contendere from a court of competent jurisdiction.

19 **Credit card convenience fee** shall mean a fee that can be assessed and added to an invoice if a  
20 credit card is used for the transaction. The fee is intended to offset the cost associated with  
21 accepting credit card payments and is established by Board resolution.

22 **Director** shall mean the director of the Consumer Affairs Division, ~~director, or his or her~~  
23 ~~designee~~

24 **Division** shall mean the Consumer Affairs Division of the Public Safety Department of Palm  
25 Beach County designated to implement, enforce, interpret and monitor compliance with this  
26 Ordinance and includes the employees of the division.

27 **Duly authorized agent** shall mean a person designated by and acting on behalf of a real  
28 property owner per contractual agreement to request private property impounds or immobilization  
29 services. The duly authorized agent shall have no affiliation with the tow truck company or the  
30 immobilization company providing the ~~towing~~ service. The real property owner shall only appoint  
31 duly authorized agents which have a direct connection to the property (e.g.i.e., board member,  
32 employee of the property management company or home/condo owner's association, employee of  
33 the real property owner or state of Florida licensed security agency contracted by the real property  
34 owner or manager).

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

39 **Extra time at scene/labor** shall mean any extra time beyond one-half hour, needed to safely  
40 remove a vehicle or vessel and shall also include the amount of time spent at a scene when a tow  
41 truck has been summoned and is on scene but unable to proceed through no fault of the tow truck  
42 operator. All extra time/labor shall be documented by the tow truck driver and shall include the  
43 name of the law enforcement agency and the law enforcement agency case number or the officer's  
44 name and badge number. The documentation shall also include a detailed explanation of the  
45 services rendered which necessitated the charges and if possible photographs of the scene. Extra  
46 time/labor shall be charged in fifteen-minute increments.

47 **Good faith effort** shall mean that required steps have been performed by the tow truck  
48 company according to section Florida Statutes, § 713.78(4), Florida Statute to locate the  
49 vehicle/vessel owner or lien holder.

50 **Gross weight** shall mean the weight of a tow truck in pounds plus the weight of the  
51 vehicle(s)/vessel(s) and contents being towed.

52 **Immobilization** shall mean the act of installing a mechanical device to a parked vehicle or  
53 vessel so as to prohibit the usual manner of movement.

54 **Immobilization operator** shall mean the person who is responsible for placing the  
55 immobilization device on the vehicle or vessel.



~~License shall mean the business operating permit, certificate or document which allows a person to engage in Palm Beach County in the activity of recovering, towing, removing, and storing of vehicles and/or vessels for compensation. As used in this article, a license shall not mean a municipal or county business tax receipt.~~

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

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

**Non-consent tow** shall mean the recovery, towing, removal and storage of a vehicle or vessel without authorization of the vehicle/vessel owner or authorized driver and shall include both "police directed tows" and "private property impounds" as defined herein.

**Non-consent towing company** shall mean person(s) who perform "police directed tows" or "private property impounds" as defined herein.

**Operate** shall mean providing the services of recovering, towing, ~~or removing~~ or immobilizing vehicles or vessels and any vehicle/vessel storage services associated therewith.

~~Operating permit shall mean the document, certificate or license issued by the division which evidences the authority for a person to either: 1) engage in the activity of recovering, towing, removing and storage of vehicles for compensation, or 2) engage in the activity of immobilization for compensation. As used in this ordinance, an operating permit does not mean a municipal or county business tax receipt.~~

**Operator** shall mean any person who provides the services of recovering, towing, immobilizing or removing vehicles and any vehicle storage services associated therewith and includes without distinction the owning entity of a towing firm and the driver of a tow truck.

Permit period shall mean the one (1) year beginning on January 1 and terminating on December 31 of each year.

**Person** shall mean any natural person, firm, partnership, association, corporation or other entity of any kind whatsoever.

**Place of business** shall mean the place designated as the primary business office of the tow truck and/or immobilization company that provides towing, immobilization, removal, recovery and/or storage services.

**Police directed tow** shall mean the removal and storage of ~~a~~ wrecked or disabled vehicles or vessels at the direction of police/law enforcement from an accident scene or the removal and storage of a vehicles in the event the vehicle owner or ~~authorized~~ driver is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel, excepting, however, all incidents of "private property impounds" as herein defined below.

**Prior express instruction** shall mean a clear, definite and explicit request that meets all the requirements of Section 14 herein; and: a) ~~is made by~~ a police directed tow agency to recover, tow, remove, or store a specific and individual vehicle or vessel which is disabled, abandoned, or parked without authorization or whose vehicle/vessel owner or authorized driver is unable or unwilling to remove the vehicle; or b) made in writing by a real property owner or duly authorized agent of the real property owner, as specifically referenced on the written contract between the real property owner and tow truck company, to recover, tow, remove and store a specific and individual vehicle or vessel parked without permission of the real property owner. The tow truck company, an employee or agent thereof shall not be the designated agent of the real property owner for the purpose of providing prior express instruction to recover, tow, remove or store the vehicle or vessel.

**Private property impound** shall mean towing or removal of a vehicle or vessel, without the consent of the vehicle/vessel owner or ~~authorized~~ driver when that vehicle/vessel is parked on real property, as authorized by section Florida Statutes, § 715.07, Florida Statute as may be amended.



~~*Proof of ownership for vehicle/vessel release shall mean that one (1) or more of the following documents are required along with a government issued photo identification:*~~

~~(1) Current vehicle registration;~~

~~(2) Vehicle title; (3) An authorized driver/agent with a notarized release from the vehicle/vessel owner or lien holder. Vehicle/vessel owners have the right to identify/approve designated agents to claim vehicles on their behalf. A facsimile or electronic transfer of a notarized release statement from the vehicle/vessel owner shall be accepted; (4) Insurance card with the vehicle/vessel owner's information, vehicle description and vehicle identification number;~~

~~(5) Licensed dealer in possession of an auction buyers sales invoice; and/or~~

~~(6) A notarized bill of sale for non-titled vehicles or vessels.~~

~~If the owner of the vehicle has had his/her Florida driver's license confiscated by law enforcement and has no other government issued photo identification then at least one (1) of the following forms of identification shall be accepted: an itemized voucher/property receipt from an arresting law enforcement agency, a booking or arrest record, or original citation from a law enforcement agency all issued within seven (7) days of the date the vehicle was towed.~~

*Real property owner* shall mean that person who exercises dominion and control over real property, including but not limited to, the legal title holder, lessee, designated representative of a condominium or homeowner's association or any person authorized to exercise or share dominion and control over real property; provided, however, that "real property owner" shall not mean or include a person providing towing or immobilization services within the purview of this ~~article~~ordinance.

*Real property* shall mean real estate, land, structures and things affixed to it that are not movable and that are not personal property.

*Recover* shall mean to take possession of a vehicle or vessel and its contents and to exercise control, supervision and responsibility over it, but does not include immobilization.

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

*Remove* shall mean to change the location of a vehicle/vessel by towing it.

*Revoke* shall mean to annul and make void the operating permit of a tow truck or immobilization company, or the I.D. badge of a tow truck driver. ~~engaged in providing towing services~~

*Storage* shall mean to place and leave a towed vehicle or vessel at a location where the person providing the towing services exercises control, supervision and the responsibility over the vehicle.

*Storage yard also known as a storage facility* shall mean the location where towed vehicles or vessels are stored.

*Tow* shall mean to haul, draw or pull along a vehicle or vessel by means of a tow truck equipped with booms, car carriers, winches, lifts, hook-up or similar commercially manufactured equipment.

*Towing* shall mean the act of moving one (1) vehicle or vessel from one (1) point to another (including hook-up, lift, and transport) using what is commonly referred to as a tow truck or a car carrier.

~~*Towing operating permit shall mean the authority required by the provisions of this article of any individual or towing company engaging in the business of both non-consent and consent towing of vehicles/vessels.*~~ *Tow truck* shall mean any vehicle used to tow, haul, carry or to attempt to tow, haul or carry a vehicle or vessel.

*Tow truck company* shall mean any person, company, corporation, or other entity, which engages in, owns or operates a business which provides towing, recovery, removal and storage of vehicles or vessels for compensation.

*Tow truck decal* shall mean a decal placed upon any tow truck granted approval to provide ~~non-consent~~ towing services by the division.

*Tow truck driver* shall mean the individual who is driving or physically operating a tow truck for a tow truck company engaged in ~~non-consent~~ tows.



1        ***Unfair or deceptive trade acts or practices*** shall mean unfair methods of competition,  
2        unconscionable acts or practices and unfair deceptive acts or practices in the conduct of any  
3        consumer transaction and shall include but are not limited to the following:

- 4        (1)    Representations that goods or services have sponsorship, approval, characteristics,  
5           ingredients, uses, benefits, or quantities which they do not have;
- 6        (2)    Representations that a person or tow truck company has a sponsorship, approval, status,  
7           affiliation or connection which he or she does not have;
- 8        (3)    Representations that goods are original or new if in fact they are not, or if they are  
9           deteriorated, altered, reconditioned, reclaimed, or second-hand;
- 10       (4)    Representations that goods are of a particular standard, brand, quality, style, or model, if  
11          they are of another;
- 12       (5)    Representations that goods or services are those of another, if they are not;
- 13       (6)    Using deceptive representations or designations of geographic origin in connection with  
14          goods or services;
- 15       (7)    Advertising goods or services intending not to sell them as advertised;
- 16       (8)    Advertising goods or services with intent not to supply reasonable expectable public  
17          demand, unless the advertisement discloses a limitation of quantity;
- 18       (9)    Making false or misleading statements concerning the need for, or necessity of, any  
19          goods, services, replacements, or repairs;
- 20       (10)   Disparaging the goods, services, or business of another by false or misleading  
21          representations of fact;
- 22       (11)   Making false or misleading statements of fact concerning the reasons for the existence  
23          of, or amounts of price reductions;
- 24       (12)   Failing to return or refund deposits or advance payments for goods not delivered or  
25          services not rendered, when no default or further obligation of persons making such  
26          deposits or advance payments exists;
- 27       (13)   Taking consideration for goods or services intending not to deliver such goods or perform  
28          such services, or intending to deliver goods or provide service materially different from  
29          those contracted for, ordered or sold;
- 30       (14)   Offering gifts, prizes, free items, or other gratuities, intending not to provide them as  
31          offered in connection with a sale of goods or services to a consumer;
- 32       (15)   Making false or misleading statements concerning the existence, terms, or probability of  
33          any rebate, additional goods or services, commission, or discount offered as an  
34          inducement for the sale of goods or services;
- 35       (16)   Using physical force, threat of physical force, or coercion in dealing with consumers;
- 36  
37       (17)- Any violation of the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes,  
38          Section 501.201 et seq.;
- 39

40        ***Vehicle*** shall mean an automobile, truck, bus, trailer, motorcycle, moped, motorized scooters,  
41        recreational unit primarily designed as temporary living quarters which either has its own motive  
42        power or is drawn by another vehicle, or any other mobile item using wheels and being operated  
43        on the roads of Palm Beach County, which is used to transport persons or property and is propelled  
44        by power other than muscular power; provided, however, that the term does not include bicycles,  
45        traction engines, road rollers, commercial heavy equipment or vehicles which run only upon a  
46        track.

47        ***Vehicle or vessel owner*** shall mean a person with the "proof of ownership" described in this  
48        ~~article~~ordinance.

49        ***Vessel*** shall mean every description of watercraft, barge and air boat used or capable of being  
50        used as a means of transportation on water, other than a seaplane or a "documented vessel" as  
51        defined in ~~section Florida Statutes, § 327.02, Florida Statute~~.

52  
53        **SECTION 3. Tow Truck Class Specifications.**



1 All towing vehicles and its equipment must meet the following requirements and be  
2 commercially manufactured and meet all federal and state transportation and tow truck  
3 requirements.

4 (a) Class A ratings.

5 Tow truck:

- 6 1. Minimum gross weight . . . . . 14,500 lbs.
- 7 2. Minimum boom capacity . . . . . 16,000 lbs.
- 8 3. Minimum winching capacity . . . . . 8,000 lbs.
- 9 4. Minimum cable size and length . . . . . 3/8" x 100'
- 10 5. Minimum wheel lift retracted rating . . . . . 5,000 lbs.
- 11 6. Minimum wheel lift extended rating . . . . . 4,000 lbs.
- 12 7. Minimum tow sling safe lift . . . . . 3,500 lbs.
- 13 8. Minimum safety chains (2 each) . . . . . 5/16" grade 70
- 14 9. Minimum cab to axle dimension . . . . . 60"

15 Car carrier:

- 16 1. Minimum gross weight . . . . . 15,000 lbs.
- 17 2. Minimum deck capacity . . . . . 10,000 lbs.
- 18 3. Minimum length . . . . . 19'
- 19 4. Minimum winching capacity . . . . . 8,000 lbs.
- 20 5. Minimum cable size and length . . . . . 3/8" x 50'
- 21 6. Minimum tie down chains (4 each) . . . . . 5/16" grade 80
- 22 7. Tie down straps (optional) (4 each) . . . . . 2,000 lbs. each wheel
- 23 8. Minimum cab to axle dimension . . . . . 120"

24 Light duty—Non-police towing:

- 25 1. Minimum gross weight . . . . . 9,500 lbs.
- 26 2. Minimum weight of tow truck . . . . . 4,000 lbs.
- 27 3. Minimum wheel lift extended rating . . . . . 2,500 lbs.
- 28 4. Minimum cab to axle dimension . . . . . 60"

29 (b) Class B Ratings (Medium Duty)

30 Tow truck:

- 31 1. Minimum gross weight . . . . . 19,000 lbs.
- 32 2. Minimum boom capacity . . . . . 24,000 lbs.
- 33 3. Minimum winching capacity . . . . . dual 12,000
- 34 4. Minimum cable size and length . . . . . 7/16" x 150'
- 35 5. Minimum wheel lift retracted rating . . . . . 10,500 lbs.
- 36 6. Minimum wheel lift extended rating . . . . . 6,500 lbs.
- 37 7. Minimum tow sling safe lift . . . . . 3,500 lbs.
- 38 8. Minimum safety chains (2 each) . . . . . 3/8" grade 80
- 39 9. Minimum cab to axle dimension . . . . . 96"
- 40 10. Required state DOT registration.

41 Car Carrier:

- 42 1. Minimum gross weight . . . . . 22,500 lbs.
- 43 2. Minimum deck capacity . . . . . 10,000 lbs.
- 44 3. Minimum wheel lift capacity for 2<sup>nd</sup> vehicle . . . . . 4,000 lbs.
- 45 4. Minimum length . . . . . 19'
- 46 5. Minimum winching capacity . . . . . 8,000 lbs.
- 47 6. Minimum cable size and length . . . . . 3/8" x 50'
- 48 7. Minimum tie down chains (4 each) . . . . . 5/16" grade 80
- 49 8. Tie down straps (optional) (4 each) . . . . . 2,000 lbs. each wheel

9. Minimum cab to axle dimension . . . . .-120"
  10. Required state DOT registration.
- (c) Class C Tow Truck—Ratings (Heavy Duty).
1. Minimum gross weight. . . . . 33,000 lbs.  
Air brakes, all tires H rated, capacity must equal axle rating. Device required to control disabled vehicle's brakes.
  2. Minimum boom capacity . . . . . 50,000 lbs.
  3. Minimum winching capacity. . . . . 50,000 lbs.
  4. Minimum cable size and length . . . . . 5/8" × 150'
  5. Minimum wheel lift retracted rating. . . . . 40,000 lbs.
  6. Minimum wheel lift extended rating. . . . . 12,000 lbs.
  7. Minimum tow bar. . . . . 10,000 lbs.
  8. Minimum safety chains (2 each) . . . . .-1/2" grade 80
  9. Minimum cab to axle dimension, . . . . .,156"
  10. Required state DOT registration.
- (d) Class D Tow Truck—Ratings (Ultra Heavy Duty)
1. Minimum gross weight . . . . . 58,000 lbs.  
Air brakes, all tires H rated, capacity must equal axle rating. Device required to control disabled vehicle's brakes. Tandem axles required.
  2. Minimum boom capacity . . . . . 100,000 lbs.
  3. Minimum winching capacity . . . . . 100,000 lbs.
  4. Minimum cable size and length . . . . .-3/4" × 250'
  5. Minimum wheel lift retracted rating. . . . . 40,000 lbs.
  6. Minimum wheel lift extended rating..... 15,000
  7. Minimum heavy-duty tow bar rating. . . . . 10,000 lbs.
  8. Minimum safety chains (2 each). . . . .-1/2" grade 80
  9. Minimum cab to axle dimension. - . . . . .-18"
  - 10. -Required State DOT registration.

#### **SECTION 4. Operating Permit Required.**

- (a) —It shall be unlawful for any person to recover, tow, remove, store or immobilize a vehicle or vessel for compensation in Palm Beach County or to employ, authorize or permit any other person for compensation to recover, tow, remove, or store or immobilize a vehicle or vessel in Palm Beach County without first obtaining and maintaining a current and valid operating permit pursuant to the provisions of this ordinance, article. ~~It shall also be unlawful to advertise said services without first obtaining and maintaining a current and valid operating permit pursuant to the provisions of this article. A person conducting non-consent tows in Palm Beach County but having his/her primary place of business outside of Palm Beach County shall be required to obtain an operating permit and shall be subject to all the provisio~~
- (b) —Tow trucking companies whose principal place of business is located outside Palm Beach County that provide consent-only towing services in Palm Beach County shall be exempt from the operating permit licensing/permitting provisions of this articleordinance, except that such tow truck companies are required to be permitted licensed if the company picks-up and drops-off a vehicle or vessel solely within Palm Beach County as one (1) complete service.
- (c) The provisions of this ordinancearticle shall not apply to governmental agencies, vehicle rental companies which tow their own vehicles, to businesses while utilizing trucks capable of transporting five (5) or more vehicles at one (1) time, or to persons who use a vehicle or vessel to transport a recreational vehicle towing vehicles to transport their vehicles solely for personal, family, or household or recreational use. Towing of motorcycles, recreational vehicles and boats fall under this exception.



(d) No person shall submit a bid nor shall any contract be awarded to recover, tow, remove, store or immobilize vehicles or vessels for the Board, unless the bidder, proposer, or responder has a valid and current operating permit for towing or immobilization services as applicable, issued pursuant to this ordinance. Nothing herein shall prevent the County from contracting for more stringent requirements than set forth in this ordinance.

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

(a) The division shall issue, as applicable, either a towing operating permit, and/or a consent-only towing operating permit, and/or an immobilization operating permit to tow truck companies or immobilization companies which have met the criteria~~standards~~ and requirements for an operating permit as provided for in this ordinance~~article~~.

(b) Every application/~~renewal~~ for an operating permit shall be in writing, signed and verified by the applicant, ~~and~~ filed with the division, and accompanied by the required operating permit application fee. The application/~~renewal~~ shall be on a form prescribed by the division and shall contain information, including but not limited to:

1. Sufficient information to identify the applicant, including but not limited to, full legal name, date of birth, telephone numbers, the place of business and residence addresses, a copy of the applicant's Palm Beach County Business Tax Receipt and Florida Identification Card or Florida driver's license number. If the applicant is a corporation, the foregoing information shall be provided for each corporate officer, director, registered agent or and shareholder. If the applicant is a partnership, the foregoing information shall be provided for each general and limited partner. Post office box addresses shall not be accepted.
2. Documentation demonstrating that all corporate or partnership applicants are qualified under the laws of Florida to do business under the trade name or names under which it has applied for an operating permit.
3. A list of all persons with any ownership interest in the company who have previously been denied an operating permit from this or any other jurisdiction.
4. Verification of the business' current corporate status and fictitious name registration (if applicable) with the State of Florida.
5. Any trade name under which the business operates, intends to operate, or has previously operated.
6. The location and physical addresses of all places of business including storage facilities; as applicable.
7. A description of services proposed to be provided, including, but not limited to, days and hours of operation and types of towing and storage services, or immobilization services to be provided.
8. Proof of insurance as required in Section 7 (insurance requirements). As proof of insurance, a certificate of insurance must be submitted on the company's behalf directly to the division by the insurance company or agent.
9. A signature of each individual applicant, president or vice-president of a corporation and of all the general and limited partners of a partnership having twenty-five (25) percent or greater ownership in the company.
10. The submission of a statement assuring that each tow truck is commercially manufactured, meets the specifications listed herein, is in safe operating condition and receives routine service/maintenance.
11. An agreement on the part of the applicant to abide by the provisions of this ~~article~~ordinance and the laws of the State of Florida.
12. Such additional information required by the division to process the application.

~~/renewal~~-(c) \_\_\_\_\_—The division shall review and investigate each application of an operating permit. In the case of an applicant that is not an individual, the applicant entity and any member of a partnership and the corporate offices and directors owning twenty-five (25) percent or more must meet the requirements of this ordinance in order for the applicant to be eligible for an operating permit. The division and shall deny any application/renewal that is incomplete or untrue in whole or in part, or which fails in any way to meet the requirements of this ordinance, article including but not limited to the following:



1 (d) —The applicant for permit shall not have pending criminal, administrative, or enforcement  
2 proceeding in this or any jurisdiction, nor shall the applicant's operating permit be currently  
3 under suspension or revocation in this or any jurisdiction based upon conduct that would  
4 result in suspension or revocation of an operating permit under this ordinance. Application  
5 of this specific provision to consent-only towing companies is limited to proceedings that  
6 relate to public safety. Pending criminal, administrative or enforcement proceedings in any  
7 jurisdiction will result in a provisional operating permit that is dependent on the final  
8 disposition of the pending proceedings, unless the allegations and facts relate to a significant  
9 public safety issue. In such cases, the permit will be denied pending the outcome of the  
10 proceedings. The operating permit will be subject to revocation or suspension as appropriate  
11 following the conclusion of pending criminal, administrative or enforcement proceeding if  
12 the applicant no longer meets all eligibility requirements of this ordinance. Fees, fines or  
13 penalties resulting from the pending enforcement proceeding must be satisfied pursuant to  
14 Section 25 or the provisional operating permit will be revoked.

15 (e) Applicants are required to have satisfied all civil and administrative fines, fees, costs,  
16 penalties or judgments arising out of an administrative or enforcement action brought by: 1)  
17 the division, including any cease and desist orders and/or assurances of voluntary compliance  
18 issued by the division, pertaining to towing or immobilization regulations or applicable  
19 statutes, or 2) another governmental agency of any jurisdiction based upon conduct that  
20 would be a violation of this ordinance, including a violation of towing or immobilization  
21 regulations in another jurisdiction. All such civil fines, fees, penalties or judgments must be  
22 paid in full and satisfied prior to issuance or renewal of an operating permit under this  
23 ordinance, unless the applicant presents proof of a payment plan that is current and  
24 evidencing good faith intent to satisfy any such fines, costs, judgments, penalties or fees that  
25 are outstanding.

26 (f) If an applicant or a director, officer, owner or partner of the applicant, owning at least twenty-  
27 five (25) percent had the entity operating permit revoked within one (1) year prior to the date  
28 of application, in this or any other jurisdiction, the applicant is not eligible for an operating  
29 permit until the expiration of one (1) year from date of revocation.

30 (g) The following are disqualifying offenses for applicants for towing or immobilization services  
31 permits:

32 1. No time limit. Any conviction relating to sex crimes, the use of a deadly weapon, homicide,  
33 false imprisonment, kidnapping, violent offense against a law enforcement officer under  
34 section 775.0823, Florida Statute, and any felony conviction for ~~violence~~for violence  
35 against a government or civil servant including but not limited to a paramedic, firefighter,  
36 law enforcement or other government or civil servant. The applicant must not have been  
37 adjudicated a habitual violent felony offender under section 775.084, Florida Statutes.

38 2. 4 Convictions. The applicant has been convicted of, found guilty of, or pled guilty or no  
39 contendere to, regardless of the adjudication of guilt, within the last ten (10) years from  
40 date of application of any of the following or substantially similar statutory offenses as  
41 may be updated or amended involving: repossession of a motor vehicle under Florida  
42 Statutes, Ch. 493, repair of a motor vehicle under Florida Statutes, §§ 559.901—559.9221,  
43 theft of a motor vehicle under Florida Statutes, § 812.014, carjacking under Florida  
44 Statutes, § 812.133, operation of a chop shop under Florida Statutes, § 812.16, failure to  
45 maintain records of motor vehicle parts and accessories under Florida Statutes, § 860.14,  
46 airbag theft or use of fake airbags under Florida Statutes, § 860.145 or § 860.146,  
47 overcharging for repairs and parts under Florida Statutes, § 860.15, or violation of the  
48 towing or storage requirements for a motor vehicle under Florida Statutes, § 321.051, Ch.  
49 323, § 713.78, § 715.07, or any felony conviction involving a towed or immobilized vehicle  
50 or theft of property where use of a vehicle was involved in theft of property. In the case of  
51 a corporate or partnership applicant, all corporate officers and directors, or partners shall  
52 provide all such information, as the case may be.

53 3. Conviction of a felony by the applicant within the last five (5) years before the date of  
54 application which relates to public safety or demonstrates that the applicant cannot be  
55 trusted to safeguard the public's health, safety, welfare and/or property.

56 (2) — ~~Any unsatisfied civil fines or penalties arising out of an administrative or enforcement~~  
57 ~~action brought by the division (including any cease and desist orders and/or assurances of~~  
58 ~~voluntary compliance issued by the division) or another governmental agency based upon~~  
59 ~~conduct involving a violation of this article or other towing regulations~~



- 1       ~~4.~~ Any criminal, administrative, or enforcement proceeding in any jurisdiction based upon  
2       conduct involving a violation of this ~~ordinance~~~~article~~ or other towing regulations. This  
3       paragraph shall apply to consent-only towing companies when such proceedings from other  
4       jurisdictions relate to public safety.
- 5       5. Any unsatisfied judgments entered in an action brought by the division under this  
6       ordinance~~artie~~.
- 7       6. Has had its operating permit previously revoked by action of the division or any other  
8       jurisdiction within two (2) years of the date of application. This paragraph shall apply to  
9       consent-only towing companies when such proceedings relate to public safety.
- 10     (h) Exemptions: If an applicant had a valid operating permit on the effective date of the revision  
11     of this ordinance, the applicant shall be exempt from any new disqualifications and/or  
12     requirements, and shall be permitted to continue to maintain its operating permit provided the  
13     operating permit does not lapse for a period of twelve (12) or more months. However, if the  
14     applicant or any director, officer, owner or partner is convicted of a new offense after the  
15     effective date of the revision of this ordinance, that is a disqualifier under this ordinance, or if  
16     new administrative or enforcement proceedings are initiated against the applicant in this or  
17     another jurisdiction, such that the applicant would not be eligible for an operating permit based  
18     on the new proceedings then the tow truck company or immobilization company's operating  
19     permit is subject to revocation.
- 20     1. Operating permits expired for twelve (12) or more months cannot be reactivated. This  
21     exemption shall not be applied to new applications for operating permits initiated after the  
22     effective date of the revision of this ordinance. This subsection only applies to the applicant  
23     entity as it existed on the effective date of the revision of this ordinance and shall not be  
24     applied to exempt a director, officer, owner or partner joining the applicant after the  
25     effective date of the revision of this ordinance.
- 26     2. ~~d)~~ All tow truck companies and immobilization companies which desire to operate in  
27     Palm Beach County must secure an operating permit and follow the permitting procedures  
28     described in this section prior to conducting business. Immobilization companies must  
29     secure an operating permit within ninety (90) days from the effective date of the ordinance  
30     revision. If there are six (6) months or less remaining before the division's annual operating  
31     permit renewal date, renewal period, the nonrefundable fee for the operating permit shall  
32     be fifty (50) percent of the operating permit approved fee. All other fees are required to be  
33     paid in full, otherwise all other fees are applicable.
- 34     (i) Each operating permit~~and tow truck decal~~ issued pursuant to this section shall be valid and  
35     effective for one (1) year, beginning on January 1 and terminating on December 31 of each  
36     year. Failure to submit an operating permit application and the required nonrefundable fee for  
37     renewal by September 30 of each year will result in the assessment of a nonrefundable late fee.  
38     All fees shall be established by a resolution of the ~~Board~~commission.
- 39     (jf) An applicant failing to submit a complete and true application with all required supporting  
40     records within thirty (30) calendar days after the division's receipt of the application shall be  
41     denied a renewal or initial operating permit. Within ten (10) business days of receipt of the  
42     division's notice of denial, the applicant such tow truck companies may refile a complete and  
43     true application with supporting documentation and pay a nonrefundable application re-filing  
44     fee established by a resolution of the Board commission. Failure to refile a complete  
45     application within this ten (10) day period results in the initial application being denied.  
46     However, applicants who do not satisfy the application defects within the ten (10) days will be  
47     allowed to resubmit will result in the tow truck company being required to submit a new  
48     application with a and repaying the nonrefundable application permit fee and if applicable  
49     additional tow truck decal fees. The failure to re-file and pay the required fees will result in  
50     the denial of the operating permit application for that licensing period.
- 51     (kg) After an initial application and every other year thereafter, and upon renewal the applicant  
52     shall submit to a background investigation. ~~on every other year~~
- 53     (lh) Each operating permit shall be printed on a certificate containing, at a minimum, the name  
54     and address of the company, the name of the principal, the dates the operating permit is in  
55     effect, and the identifying number assigned by the division to the company. The operating  
56     permit certificate issued by the division shall remain the property of Palm Beach County and  
57     shall be used only under the authority of the division.



(mi) All operating permits shall be renewed annually. As a part of the renewal process, the original application shall be updated and verified by the applicant. Each updated renewal application shall be accompanied by a nonrefundable renewal fee. All operating permits which are not renewed shall automatically expire upon the expiration date of the operating permit, as stated on the operating permit, and all ~~recovery~~ towing, ~~removing and~~ storage and immobilization services ~~permitted~~ shall cease immediately. The division shall deny each renewal application that is not timely, is incomplete, is untrue in whole or in part, is unaccompanied by the required fees, or results in a determination by the division that the applicant has failed to satisfy the requirements of this article ordinance.

(n) All services authorized by an operating permit issued by the division shall cease immediately upon the expiration of the operating permit, notwithstanding the filing of a renewal application, unless the division, in writing and on forms prescribed and executed by the division, expressly allows the operating permit to remain effective pending its review of the submitted renewal application.

(oj) An operating permit issued or renewed pursuant to the provisions of this section shall not be transferable, nor shall the ownership structure of the operating permit be so modified as to constitute a change in the control or ownership of the operating permit. If the business changes its name or ownership structure, a new business permit application and the business application permit fee shall be submitted to the division within forty-five (45) days of said change. In cases where the name of the business changes, the new business will be required to have each vehicle inspected and must also pay decal/vehicle fees.

Any change in fictitious name has to be reported to the division within ten (10) business days. The fictitious name must be registered with the Florida Department of Corporations.

(pk) Failure to comply with ~~or meet~~ the criteria eligibility provisions of this section ~~may result~~ in denial of an operating permit, revocation or suspension of the operating permit, a denial of renewal of an operating permit, issuance of a civil citation, a criminal conviction and/or other such remedies available to the division and law enforcement as permitted by law. herein.

(ql) All fees collected shall be deposited in a separate county fund for the division's operation.

#### **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 of a tow truck company 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. (section 713.78(7)(b)(1) Florida Statute.
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 (1) or more of the security methods defined herein. Tow ~~truckng~~ companies which provide only indoor storage shall not exceed the maximum allowable outdoor storage rates established by the Board. 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 (e.g.i.e., rain, hail, etc.) and man-made (e.g.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 vehicles.
4. Illuminate the storage yard with lighting of sufficient intensity to reveal persons and vehicles/vessels at a distance of at least one hundred fifty (150) feet during nighttime (~~section 713.78~~section 713.78(7)(b)2, Florida Statute).



- 1        5. Each storage facility must use one (1) or more of the following security methods to  
2        discourage theft of vehicles/vessels or of any personal property contained in such  
3        vehicles/vessels:
- 4        a. A night dispatcher or watchman remaining on duty at the storage facility from sunset  
5        to sunrise;
- 6        b. A guard dog (as licensed and approved by the Palm Beach County Animal Care and  
7        Control Division) which remains at the storage facility from sunset to sunrise;
- 8        c. Security cameras or other similar electronic surveillance devices which monitor and  
9        record activities in the storage facility during the hours the business is closed to the  
10       public; or
- 11       d. A licensed security guard service which examines/patrols the storage facility at least  
12       once each hour from sunset to sunrise (section 713.78(7)(b)3, Florida Statute).~~§~~  
13       ~~713.78(7)(b)3.~~
- 14       6. An appropriate public office area protected from the weather and equipped with  
15       ~~wired telephone system and~~ approved sanitary facilities in accordance with the  
16       requirements of Chapter 64E-10, FAC.
- 17       (c) By resolution, the ~~Board~~commission may establish a storage yard inspection fee.

18  
19       **SECTION 7. Insurance Requirements.**

- 20       (a) It shall be unlawful for any tow truck company to recover, tow, ~~or remove~~ or store a  
21       vehicle/vessel ~~or to provide vehicle/vessel storage services in connection therewith~~ until that  
22       company has filed with the division ~~proof and maintains in effect, the following types of~~  
23       current commercial insurance as follows: auto liability for each vehicle, general/garage  
24       liability, on-hook cargo liability and worker's compensation (as required by state law). The  
25       Board shall establish the minimum insurance limits by resolution for each insurance type.  
26       Further, the required insurance coverages must remain in effect and current during the term  
27       of the operating permit. Tow truck companies no longer providing tow services shall  
28       surrender and return the operator permit by written notification to the division in order to  
29       terminate insurance responsibilities under this ordinance.
- 30       (b) It shall be unlawful for any immobilization company to maintain a current operator permit or  
31       to immobilize a vehicle until that company has filed with the division proof of current  
32       commercial insurance. The Board shall establish the minimum insurance limits by resolution  
33       for each insurance type. Further, the required insurance coverages must remain in effect and  
34       current during the term of the operating permit. Immobilization companies no longer  
35       providing immobilization services shall surrender and return the operator permit by letter  
36       notification to the division in order to terminate insurance requirements under this ordinance.
- 37       (c) All insurance policies required shall be issued by insurance companies licensed and admitted  
38       to write commercial liability insurance in the State of Florida. No policy shall be accepted  
39       which is less than a six ~~(6)~~-month duration. Each policy shall be endorsed to provide for thirty  
40       (30) days written notice to the division of any non-renewal of the policy or at least ten (10)  
41       days written notice to the division of any cancellation/non-payment of the policy.
- 42       (d) A properly completed certificate of insurance evidencing all insurance coverages shall be  
43       made available to the division upon application for an operating permit. Each certificate of  
44       insurance shall be submitted to the division directly from the insurer or an insurance agent.  
45       Each vehicle must be listed on the certificate(s) by its year, make and vehicle identification  
46       number. Certificates of insurance must contain the following name and address as certificate  
47       holder:

48       Board of County Commissioners  
49       of Palm Beach County  
50       c/o Division of Consumer Affairs  
51       50 South Military Trail  
52       West Palm Beach, FL 33415

53       Evidence of the renewal of the policy shall be filed with the division prior to such policy's  
54       expiration date. Failure to file such evidence of insurance, or failure to have same in full force  
55       and effect, may result in denial of a permit, revocation or suspension of the permit, a denial  
56       of renewal of such permit, issuance of a civil citation, a misdemeanor charge or other such  
57       remedies available to the division herein.



- (e) The division may deny, suspend or revoke the operating permit of any company for failure to obtain or maintain insurance as required by this ~~article~~ordinance. Any company which submits false or fraudulent insurance documents shall be subject to immediate denial or revocation. Such companies shall not be eligible to reapply for a business permit for five (5) years. The division shall notify the state department of financial services/division of insurance fraud for follow-up investigation and review. Upon denial, suspension or revocation of the business permit, the company shall be entitled to an appeal according to the provisions in Section 28 (hearings and appeals).
- (f) The division shall suspend the operating permit of any company which fails to ensure that each and every registered vehicle associated with the company has:
1. A current certificate of insurance provided to the division by the authorized agent or insurance company no later than the date of expiration of its previous policy; or
  2. A reinstatement notice provided to the ~~d~~Division no later than the date of cancellation of said policy.
  3. Any company which has had its business permit suspended more than two (2) times in any twelve-month period may have such permit revoked for a period of one (1) year.
- (g) An "administrative insurance reactivation" fee established by resolution of the Board, shall be assessed all tow truck or immobilization companies that are suspended pursuant to subsection ~~(e)~~ above. The suspension shall not be withdrawn until the fee is paid to the division.

#### **SECTION 8. Tow Truck Registration; Tow Truck Standards; Decals.**

- (a) It shall be unlawful to recover, tow or remove a vehicle/vessel or to ~~provide storage~~store it in connection therewith unless the tow truck is registered with the division and each tow truck used to provide ~~such~~ service displays in the lower left corner (driver side) of the front window, a current tow truck decal issued by the division. The tow truck decal remains the property of the division and can be used only under the authority of the division. Notwithstanding the foregoing, the county administrator or designee is authorized to exempt consent only tow truck companies from the decal requirement by order of the division during a declared state of emergency and extending for a period of forty five (45) days thereafter which may be extended for good cause by order of the county administrator or designee county administrator or designee for an additional thirty (30) days in order to assist consumers in recovery following a disaster. During this emergency exemption requirement, consent tow truck companies shall notify the division of the need to operate. The division will maintain a registry of companies performing consent tows.
- (b) The division ~~shall be authorized to issue~~current tow truck decals for each ~~separate~~ tow truck to be used for services upon application and satisfactory inspection of each tow truck by the division conforming to the requirements of Florida law and this ordinance including but not limited to the following requirements: by the tow truck company and completion or satisfaction of the following:
1. Required permanent signage for each tow truck used for providing tow truck company services are as follows: inspection by personnel authorized by the division to ensure that
    - a) The tow truck clearly displays the company name on the exterior of the driver and passenger sides in permanently affixed letters in contrasting colors at least three (3) inches high.
    - b) The physical address of the tow truck company's primary business address must be permanently affixed to the tow truck;
    - c) The telephone number and operating permit number must be permanently affixed to the tow truck in at least one (1) inch high letters in contrasting colors on the exterior driver and passenger sides; and
    - d) business, telephone number and operating permit number must be in at least one (1) inch permanently affixed letters in contrasting colors on the exterior driver and passenger sides Magnetic signage of any type is not allowed and will not satisfy the signage requirements -set forth in this ordinance.~~permitted.~~
- Notwithstanding the foregoing signage requirements, in the event the Florida legislature amends or changes any provision in section 715, Florida Statutes or amends or adds a similar Florida Statute to regulate or amend regulations on tow truck signage requirements, then the new or revised tow truck signage requirements in Florida Statutes shall take



precedence over any inconsistent or conflicting signage requirements set forth in this ordinance.

2. Submission of an affidavit to the division assuring that each tow truck is commercially manufactured and meets the specifications listed in Section 3 (tow truck class specification) and is in safe operating condition.

3. An application form prepared by the division ~~shall be and~~ completed by the tow truck company, which correctly indicates the year, make, model, vehicle identification number, ~~and~~ the State of Florida motor vehicle license plate number, and the expiration date of the license plate of ~~each the~~ tow truck to be associated with the tow truck company. A copy of the State of Florida ~~v~~Vehicle ~~r~~Registration shall be provided to the division for each vehicle to be ~~issued a decal, registered/permitted with the division.~~

4. Payment of a nonrefundable decal fee established by resolution of the ~~Board~~Commission. All fees shall be deposited into the designated fund for the division's operations, and deposited and used in the same manner as other fees and charges under this article.

5. Inspection of the tow truck ~~by personnel authorized~~ by the division to ensure that the tow truck meets the minimum tow truck signage requirements and safety and equipment standards. The minimum safety requirements for all tow trucks shall be:

- a. Compliance with Section 3 (tow truck class specification);
- b. Vehicle and towing apparatus in safe operating condition pursuant to Florida Statutes, Ch. 316;
- c. Tire conditions and tread;
- d. Braking performance;
- e. Lights—Head, parking, rear, signal and flood;
- f. Amber emergency lighting;
- g. Fire extinguisher;
- h. Safety equipment—Flares and light reflective safety cones or red triangle highway warning reflectors; and
- i. Flashlight.

Tow trucks used exclusively for police directed tows shall be required to also have the following:

- a. "Oil dry" or its equivalent; and
- b. Equipment—~~C~~erowbar/pryer, jumper cables, bolt cutters, four-way lug wrench, extra tow chain, five-gallon trash receptacle, fire axe, heavy duty push broom and shovel.

(c) Each tow truck that has a decal is required to be insured as set forth in Section 7 herein. In cases where a tow truck is removed from service, the decal must be returned to the division in order to terminate the insurance requirement and remove the tow truck from the tow truck company truck roster.

(d) Each tow truck decal issued pursuant to this section shall be valid and effective for one (1) year beginning on January 1 and terminating on December 31 of each year. Failure to renew the tow truck decal before its expiration will result in the assessment of a nonrefundable late fee. All fees shall be established by resolution by resolution of the Board.

(e) The tow truck decal remains the property of the division and can be placed, removed and used only under the authority of the division and will be associated by number to an individually identified tow truck. Current insurance is required for each tow truck with a decal. Decals can be surrendered and returned to the division to remove a tow truck from the operating permit for the company.

(fe) It shall be unlawful and a violation of this ordinance for any tow truck company to alter or transfer ownership of any decal. If a tow truck is destroyed or sold, the tow truck company must remove said decal and surrender the remains to the division.

(gd) Any additional tow trucks must comply with this section prior to being used for recovery, towing or removal of any vehicle/vessel. Upon compliance with this section, additional tow trucks acquired during the licensing year will receive a decal at a prorated fee. The prorated



fee shall be fifty (50) percent of the regular decal fee if there are six (6) months or less remaining before the annual decal renewal period.

(he) Decals shall be issued in numerical order and assigned to a specific tow truck and each decal issued shall display its assigned number. ~~Decals shall be issued annually when the operating permit is renewed.~~

(if) The decal for each tow truck shall be affixed by personnel authorized by the division and shall not be removed except with approval of the division when removing a tow truck from service. ~~The decal shall at all times~~ be displayed where affixed on the window and available for inspection by any law enforcement officer or by the division, personnel authorized by the division to perform enforcement duties

(ig) Replacement or duplicate decals may be ~~approved~~authorized by the division upon the completion of an application and notarized statement of the tow truck company stating that such replacement or duplicate decal is necessary and stating the reasons for such request, along with a replacement decal fee ~~nominal charge~~ to be approved by resolution of the Board~~commission~~.

(kh) ~~In the event a tow truck is A towing company which has tow trucks~~ inspected by a municipality or law enforcement agency that requires substantially meet the inspection requirements of this article, shall be exempt from the the same inspection requirements as contained in this ordinance, that tow truck shall be exempt from the inspection requirements herein as long as the inspection took place within ninety (90) days of the required division inspection. However, all tow trucks associated with a tow truck company must operating pursuant to this article shall be registered with the division and meet the vehicle safety requirements of this ordinance~~article~~.

(l) Tow trucks that have a valid decal can be temporarily removed from service by return of the decal to the division. If that tow truck is returned to service prior to the next annual decal renewal, the tow truck company is required to (1) obtain a new decal and to pay a return to service decal fee and (2) submit proof of current insurance. No inspection fee shall be required but the tow truck must be returned to service prior to December within the current renewal year. However, those tow trucks will be required to be inspected and will be issued annual decals at the upcoming annual renewal.

(m) Tow trucks that are issued decals and temporarily removed from service by return of the decal to the division but that are returned to service after December of the current renewal year, will be required to be re-inspected and shall pay the inspection fees, regular decal fees and late fees. They must also provide proof of current insurance and satisfy all other requirements of this ordinance. There is no proration of fees.

## **SECTION 9. Inspection Procedures and Requirements for Tow Companies.**

(a) The division shall conduct storage yard and individual tow truck inspections upon the completion and submittal of all application requirements by each tow truck company. The division will provide written notification (fax or electronic notification acceptable) to the tow truck company of the need for inspection of storage facilities and all tow trucks.

1. Within five (5) business days of notification, the tow truck company shall contact the division to schedule an appointment for inspection. The inspection of the tow trucks and the storage yard shall be completed within twenty (20) business days of written notification by fax or email. after the tow truck company contacts the division to schedule the inspection If the tow truck company does not schedule the inspection within five (5) business days of notification, then prior to inspection, an inspection late fee established by resolution of the Board must be paid to the division prior to scheduling of the inspections. Failure to schedule the appointment within fifteen (15) business days following initial notification by the division within the five-day time period shall result in the denial of the operating permit and a requirement that the operating permit application be resubmitted along with applicable nonrefundable operating permit application re-filing fees established by resolution of the Board~~commission~~

2. If the tow truck company cancels a scheduled the inspection, a cancellation fee must be paid to the division prior to rescheduling of the inspection. Failure to reschedule the appointment within eleven (11) business days of the initial notification by the division or to complete said inspection within twenty (20) business days after the appointment has been rescheduled, shall result in the denial of the operating permit and a requirement that prior to inspection, the operating permit application be resubmitted along with applicable



1 nonrefundable application re-filing fees established by resolution of the Board, commission  
2 The applicant shall only be allowed one (1) opportunity to reschedule the required  
3 inspections.

4 (b) If a storage yard inspection reveals deficiencies (fails) and a reinspection is required, then a  
5 storage ~~and facility~~ reinspection fee must be paid to the division. The fee is to be established  
6 by the Boardeommission by resolution. Within five (5) business days of notification, the tow  
7 truck company shall contact the division to schedule an appointment for reinspection. Said  
8 reinspection shall be completed within twenty (20) business days after the tow truck company  
9 contacts the division to schedule the reinspection. Failure to complete said reinspection within  
10 twenty (20) business days after the appointment has been scheduled, shall result in the denial  
11 of the operating permit and a requirement that the application be resubmitted along with  
12 applicable nonrefundable application re-filing fees established by resolution of the  
13 Boardeommission.

14 (c) Upon the division's inspection of the storage facility and tow truck(s), if all tow trucks are not  
15 available/present, then the tow truck company shall bring the unavailable truck(s) to the  
16 division's designated inspection site within five (5) business days by appointment. If the tow  
17 truck(s) are not inspected within five (5) business days, then a vehicle inspection late fee must  
18 be paid to the division. The fee is to be established by the Boardeommission by resolution.

19 (d) If tow truck inspection reveals deficiencies (fails) and a reinspection is required, then the failed  
20 truck(s) are to be brought to the division's designated reinspection site within five (5) business  
21 days by appointment. The vehicle reinspection fee shall be applied each time the individual  
22 tow truck fails the inspection process. If the tow truck is not inspected within five (5) business  
23 days, then a late vehicle reinspection fee must be paid to the division.

24 (e) Tow trucks that are out of service at the time of a scheduled vehicle inspection and are expected  
25 to be out-of-service longer than five (5) business days as well as tow trucks that have failed  
26 two (2) inspections will be red-tagged by the division. A red-tag "out of service" decal will be  
27 applied to the vehicle by a division employee and the vehicle may not be used for any business  
28 or towing purposes until such time as the vehicle is brought to the division's designated site,  
29 inspected and approved for operation. Only division employees may remove the red-tag decal.

30 (f) It shall be unlawful to operate a tow truck which has failed to pass any critical item specified  
31 on any tow truck inspection performed by personnel authorized by the division or has failed to  
32 correct other inspection deficiencies within the time period specified by the division or is  
33 operating with safety deficiencies or without the proper insurance coverage. ~~When a tow truck~~  
34 ~~has failed to pass inspection or the owner has failed to correct such inspection deficiencies or~~  
35 ~~the vehicle is operating with safety deficiencies or without the proper insurance coverage,~~  
36 ~~personnel authorized by T~~ the division shall affix to the lower left corner of the tow truck  
37 windshield a red tag "out of service" decal/notice in each of these instances. It shall be  
38 unlawful for the tow truck company or any other person other than personnel authorized by  
39 the division to remove this notice from the windshield of the tow truck. This notice shall  
40 remain the property of the division and Palm Beach County.

41 (g) It is a violation of this ordinancearticle -not to have storage facilities and tow trucks inspected  
42 according to the above requirements. Failure to pay the required fee is a violation of this  
43 ordinancearticle.

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

45 (a) It shall be unlawful for any person providing non-consent towing services to recover, tow, ~~or~~  
46 remove or store a vehicle/vessel ~~or provide storage in connection therewith~~ unless the tow  
47 driver at the tow scene and the towing company at the storage yard has person providing such  
48 service shall maintain in his/her possession in his possession a manifest, uniquely numbered  
49 towing invoice, tow sheet or dispatch records which may be electronic or hand written, and  
50 shall include, ~~but not be limited to,~~ the following information:

- 51 1. Name of the tow truck company, name of tow truck operator physically providing the  
52 service and the tow driver's I.D. badge number;
- 53 2. Palm Beach County Towing Permit Number (TP#) and decal number of the towing vehicle  
54 used to provide the service;
- 55 3. Name, address and telephone number of the person requesting the service, except as  
56 provided in Section 14 ~~-(e)~~ (non-consent towing with prior express instruction ~~of real~~  
57 ~~property owner or duly authorized agent and/or law enforcement agency~~);



4. Prior express instruction (signed and dated) of the real property owner provided in the presence of the tow truck driver recovering, towing or removing the vehicle/vessel except as provided in subsection (a) above;
5. Date and time the tow truck arrived at the location where the service is to be performed;
6. Date and time of release of vehicle/vessel to vehicle/vessel owner or authorized agent;
7. Location at which the service originated;
8. Destination to which the vehicle/vessel being provided the service is taken and the time of arrival at the destination;
9. Description of vehicle/vessel being provided the service, including make, model, year (if known), color, vehicle/vessel identification number (if visible) and license plate number, if any;
10. Description of services provided;
11. The total charges listed individually and specifically as well as the description of the services rendered;
12. When an "extra time/labor at scene" charge is applied, the tow truck driver shall obtain and provide the name of the law enforcement agency and agency case number. In lieu of the case number, the badge number and name of the investigating law enforcement officer on the scene must be provided. A detailed explanation of the services rendered which necessitated the charges shall also be recorded and provided to the vehicle/vessel owner or driver/representative upon request/demand;
13. The following disclosure in bold capitalized letters of at least twelve-point type:

IF YOU HAVE QUESTIONS OR COMPLAINTS ABOUT NON-CONSENT TOWS THAT ARE NOT UNABLE TO BE RESOLVED RESOLVED BY THE TOWING COMPANY MANAGEMENT, CONTACT THE PALM BEACH COUNTY CONSUMER AFFAIRS DIVISION, WEST PALM BEACH, FLORIDA. TELEPHONE: (561) 712-6600 OR BY INTERNET: [www.pbcgov.com/consumer](http://www.pbcgov.com/consumer).

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

1. CASH, MONEY ORDER OR VALID TRAVELER'S CHECK; AND
  2. VALID BANK DEBIT/CREDIT CARD, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, MASTERCARD OR VISA, THAT IS IN THE NAME OF THE VEHICLE/VESSEL OWNER OR AUTHORIZED DRIVER/AGENT; OR IN THE NAME OF A PERSON APPEARING IN PERSON AND WITH THE VEHICLE OWNER OR AUTHORIZED DRIVER. A CREDIT CARD CONVENIENCE FEE MAY BE ADDED TO THE TRANSACTION AMOUNT TO COVER CREDIT CARD FEES. AND
  - ~~3. VALID PERSONAL CHECK SHOWING ON ITS FACE THE NAME AND FLORIDA ADDRESS OF THE VEHICLE/VESSEL OWNER OR AUTHORIZED DRIVER/AGENT.~~
- (b) Each original manifest, towing invoice, or tow sheet shall be available for inspection and a copy provided upon demand by law enforcement officers, by personnel authorized by the division to perform enforcement duties or to the vehicle/vessel owner or division personnel, or by the vehicle/vessel owner/driver. Electronic records must be made available in hard copies upon request and shall be made available electronically by email upon request. personnel authorized by the division to perform enforcement duties or to the vehicle vessel owner or his/her authorized driver/agent.

#### **SECTION 11. Advertisements.**

In all advertisements, tow truck and immobilization companies performing servicesnon-consent towing services shall furnish the complete business address, telephone number and the operating permit number. Palm Beach County Towing Operating Permit Number of said tow truck company The permit number is not required in telephone directories where the publisher gratuitously provides a "business listing" with only the company name, address and telephone number.

#### **SECTION 12. Records Required.**



Each tow truck company shall maintain accurate and complete records including but not limited to, manifests, towing invoices, or tow sheets, correspondence, supporting documentation and all other records and documents required to be maintained pursuant to the provisions of this ordinance for services rendered. When photographs are taken of vehicles/vessels, the vehicle/vessel owner and the division shall have access to such photos for the purpose of inspection and/or copy. All such records and photographs shall be maintained for at least three (3) years for services related to non-consent towing services and for one (1) year for services related to consent-only towing services. The division and the vehicle owner/driver shall have access to any records and photographs ~~shall be granted access to these records~~ for inspection and copying, during regular business hours ~~inspection and/or copying, during regular business hours, upon twenty-four hours prior notice. In the event the division is denied the opportunity to inspect and copy such records~~

The division shall have the right to remove the records for the purpose of inspection and copying if the tow truck company does not have copying capability on hand. The division may allow the tow truck company to deliver copies to the division within twenty-four (24) hours, at the discretion of the division staff. All removed records shall be returned to the tow truck company and shall return any records removed within three (3) calendar days. Each refusal to allow inspection or copying for removal if copying capability is not present upon request, is a violation of this ordinance punishable by a civil fine in an amount established by Board resolution. All records and information inspected and not copied shall be confidential, except that records may be copied and made public for the purpose of complaint investigations, operating permit suspension and/or revocation proceedings

### **SECTION 13. Operating Permit Required to Do Business with the County.**

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

### **SECTION 14. Non-consent Towing with Prior Express Instruction of real property owner or duly authorized agent and/or law enforcement agency.**

(a) In addition to the other requirements of this ~~ordinance~~ article, no tow truck company shall, for compensation, recover, tow, or remove a vehicle/vessel or provide storage in connection therewith without the prior express instruction of the vehicle/vessel owner or authorized driver, except in accordance with section 715, Florida Statute and the following:

1. a Police directed tow. Non-consent tow truck companies may ~~for compensation~~ recover, tow or remove a vehicle/ vessel based upon ~~a police directed tow without the prior written express instruction of a police officer the vehicle/vessel owner or authorized driver upon the prior express instruction of a law enforcement agency and in accordance with the terms of any contracts or agreements between the tow truck company and a governmental entity and/or law enforcement agency.~~
2. Private/public property impound. Non-consent tow truck companies may ~~for compensation~~ recover, tow or remove a vehicle/vessel on a private/public property impound without the prior express instruction of the vehicle/vessel owner or authorized driver, upon the prior express instruction of the real property owner or his duly authorized agent on whose property the vehicle/vessel is disabled, abandoned or parked without authorization or whose vehicle/vessel owner or authorized agent is unwilling or unable to remove the vehicle/vessel, provided that the following requirements have been met:
  - a. Except as otherwise provided herein, notice is provided as set forth in Section 15 of this ordinance.
  - b. A business owner or lessee may authorize the removal of a vehicle/vessel by a tow truck company without prior consent of the vehicle/vessel owner/driver when the vehicle is parked on a public right-of-way that obstructs access to a private driveway. The property owner may have the vehicle removed by a tow truck company without a posted tow-away zone sign upon signing the order that the vehicle be removed.
  - c. The additional requirements for non-consent towing set forth in Section 16 of this ordinance.



- d. The property owner or law enforcement officer has provided prior express instruction authorizing the tow in full compliance with this ordinance.
- e. ~~of this article are satisfied.~~ The non-consent tow truck company recovering, towing or removing a vehicle/vessel shall, within thirty (30) minutes of completion of such towing or removal, notify the appropriate law enforcement agency in which jurisdiction the vehicle/vessel was parked of the nature of the service rendered, the name and address of the storage facility where the vehicle/vessel will be stored, the time the vehicle/vessel was secured to the towing vehicle, and the make, model, color and vehicle/vessel license plate number (if any) of the vehicle or description and registration number of the vessel(if any). The non-consent tow truck company shall obtain the name of the person at the law enforcement agency to whom such information was reported and note that name on the trip record. It shall be a violation of this ~~article~~ordinance for a non-consent tow truck company to act as a duly authorized agent as defined in Section 2 on behalf of the real property owner. An example of such action shall include but not be limited to the use of written warnings or stickers for pre-tow notification.
3. Except as otherwise provided in this ~~ordinance~~article, every prior express instruction made in writing or in person shall indicate the date and time of the instruction and shall be signed by the law enforcement officer, or the real property owner/duly authorized agent in the physical presence of the tow truck company providing the service at the time the towing services are performed. The law enforcement officer or the real property owner/the duly authorized agent shall also print his/her full name. Prior express instruction (signed/printed name and date) must be provided on the manifest, towing invoice or tow sheet in the presence of the driver. Pre-authorization or post-authorization for prior express instruction is a violation of this ~~article~~ordinance and shall result in the issuance of a citation and/or suspension or revocation of the operating permit. Being in the possession of a pre-signed, manifest, towing invoice, tow sheet or fax authorization form shall constitute prima facie evidence of pre-authorization and is a violation of this ~~article~~ordinance. Such violation shall result in the issuance of a citation and/or suspension or revocation of the operating permit.
- ~~4.d Signing in the presence of the non-consent tow truck company/driver shall not be required for a prior express instruction made by the real property owner or authorized agent forwarded by facsimile transmission on a form provided by the division~~
54. Prior express instruction for non-consent tow. Prior express instruction whether faxed or emailed must include each of the following:
- a. ~~All other requirements of this article shall apply and the real property owner or duly authorized agent shall provide in the facsimile instruction~~ Tthe specific location of the vehicle/vessel (i.e., address, parking space, etc.);
- b. The color of the vehicle/vessel;
- c. The make and/or model of the vehicle/vessel (if visible);
- d. ~~Theand either the~~ license tag number or the vehicle/vessel identification number (if available);
- e. ~~prior to the vehicle/vessel being towed. Such facsimile instruction shall include~~ Tthe real property owner's or authorized agent's signature and printed or typed full name and title, except for email instructions; ~~as well as an electronic confirmation or electronic stamp of~~
- f. The date and time that the instruction is signed must be included on the manifest towing invoice or tow sheet; and
- g. Except as otherwise provided in this ordinance, the law enforcement officer or the property owner shall execute and complete the prior express instruction in the physical presence of the tow driver at the time the towing service is performed.
5. Prior express instruction expires twelve (12) hours from the time of execution regardless of whether the instruction is received by the tow truck company electronically, by email, or at the scene of a tow.
6. Prior express instruction received via facsimile or email is not required to be signed in the presence of the tow truck driver.



- 1 7. ~~the date and time the instruction was sent to the tow truck company~~ The tow truck company,  
2 in compliance with Section 12 (records required), shall maintain copies of facsimile and  
3 emailed prior express instructions sufficient to document compliance with this ordinance  
4 including the date and time stamp. Tow truck companies utilizing expired prior express  
5 instruction without a date and time stamp are in violation of this ordinance. ~~instructions~~  
6 ~~Failure of the non-consent tow truck company to act on a faxed instruction within twenty-~~  
7 ~~four (24) hours of an expressed instruction from the property owner or designee shall~~  
8 ~~require the issuance of a new facsimile or express authorization. Acting on an incomplete~~  
9 ~~facsimile from the property owner is a violation of this article.~~
- 10 8. Emailed prior express instruction can be accepted only if each of the following specific  
11 additional criteria are satisfied:
- 12 a. Each prior express instruction must be an email delivered to the tow truck company's  
13 primary email address and printable upon demand by law enforcement or division  
14 employee.
- 15 b. The email must establish the date and time the email was received by the tow truck  
16 company.
- 17 c. The email address(es) of the property owner or authorized agent must be on the  
18 contract.
- 19 9. Prior express instruction to tow, recover, or store a vehicle must be for a specifically  
20 identified vehicle and cannot be given for a generic vehicle location, event, time or place.  
21 Any tow driver found in the possession of a pre-signed manifest towing invoice, tow sheet,  
22 facsimile, email or electronic authorization form that is not in conformity to this ordinance  
23 shall constitute prima facie evidence of pre-authorization and is a violation of this  
24 ordinance. Such violation shall result in the issuance of a citation and/or suspension or  
25 revocation of the operating permit of the tow truck company and such other remedies as  
26 authorized in this ordinance.
- 27 10. ~~(e) — No non-consent tow truck company/driver shall pay or rebate money, or solicit or~~  
28 ~~offer the rebate of money, or other valuable consideration in order to obtain the privilege~~  
29 ~~of rendering towing services. The only exception is governmental franchise fees. f~~ Except  
30 as otherwise provided in this ~~ordinance article~~, no such prior express instruction shall be  
31 considered to have been given: 1) by the mere posting of signage as required by Sections  
32 15 (notice requirements for providing non-consent tow services at request of real property  
33 owners) and Section 18 (maximum non-consent towing and storage rates for non-consent  
34 tow services); 2) by virtue of the terms of any contract or agreement between a tow truck  
35 company and a real property owner; 3) when the prior express instruction occurs in advance  
36 of the actual unauthorized parking of the vehicle/vessel; or 4) where the prior express  
37 instruction is general in nature and unrelated to specific, individual and identifiable  
38 vehicles/vessels which are already parked without authorization.
- 39 11. A tow truck company employee, operator, contractor or agent of a tow truck company  
40 cannot be the duly authorized agent for the purposes of providing prior express instruction  
41 to remove, tow, store, a vehicle/vessel.
- 42 12. The duly authorized agent shall have no affiliation with the tow truck company providing  
43 the towing service. The property owner shall only appoint duly authorized agents having  
44 a direct connection to the property (e.g.i.e. Board member, employee of the property  
45 management company or home/condo owner's association, employee of the property  
46 owner or State of Florida licensed security agency contracted by the property owner or  
47 manager). A violation of this provision is a violation of this ordinance.
- 48 (b) ~~(g)~~ Other Requirements for Non-Consent Tows
- 49 1. The non-consent tow truck company recovering, towing or removing a vehicle/vessel shall,  
50 within thirty (30) minutes of completion of such towing or removal, notify the appropriate  
51 law enforcement agency in which jurisdiction the vehicle/vessel was parked of the nature  
52 of the service rendered, the name and address of the storage facility where the  
53 vehicle/vessel will be stored, the time the vehicle/vessel was secured to the towing vehicle,  
54 and the make, model, color and vehicle/vessel license plate number (if any) of the  
55 vehicle/vessel or description and registration number of the vessel. The non-consent tow  
56 truck company shall obtain the name of the person at the law enforcement agency to whom  
57 such information was reported and note that name on the trip record. It shall be a violation  
58 of this ordinance for a non-consent tow truck company to act as a duly authorized agent as



- defined in Section 2 on behalf of the real property owner. An example of such action shall include but not be limited to the use of written warnings or stickers for pre-tow notification.
2. The tow truck company in compliance with Section 12 (records required) shall maintain copies of facsimile and email instructions. Acting on an incomplete or expired electronic or facsimile instructions is a violation of this ordinance.
3. A non-consent tow truck company/driver shall not solicit, offer, pay or rebate money or other valuable consideration in order to obtain the privilege of rendering towing services. The only exception is governmental franchise fees.
4. —Each non-consent tow truck company shall enter into a written contract with the property~~every~~ owner or duly authorized agent (as defined herein) of private property that authorizes the non-consent tow truck company to tow vehicles/vessels on or from its property. This written contract shall include the following:
- a. The beginning date of said contract.
- b. The names of all persons who are duly authorized agents to provide~~can authorize~~ prior express instruction ~~to the tow truck company~~ to remove, recover or tow any vehicle/vessel on or from its property.
- c. The written contract shall include the name, address and current telephone number of the tow truck company performing the towing service.
- d. The~~and the~~ name, address, email address and telephone number for any duly authorized agents acting on behalf of the real property owner that can provide express instruction. Email address is required for those utilizing email for prior express instruction. If prior express instruction is sent by email, the sender's email address shown on the contract must match the authorization email. The contract may be amended by addendum to add or delete duly authorized agents for prior express instruction.
- e. The written contract for non-consent towing shall also include a clear understanding of liability for the real property owner as stated in Florida Statutes, § 715.07(4) and shall include the following wording, "When a person improperly causes a vehicle or vessel to be removed, such person shall be liable to the owner or lessee of the vehicle or vessel for the cost of removal, transportation, and storage; any damages resulting from the removal, transportation, or storage of the vehicle or vessel; attorney's fees; and court costs."
- f. No such contract shall state that the non-consent tow truck company assumes the liability for improperly towed vehicles/vessel, contrary to section 715.07 (4) Florida Statutes, ~~715.07(4)~~. Any addendum to the contract shall include additional names and titles as necessary.
- g. The non-consent tow truck company must keep on file an original, dated and signed contract and addendum (if applicable) with the property owner or duly authorized agent and each contract shall include a Palm Beach County Tow Map locator available on the Division of Consumer Affairs website or Good Mileage map attached thereto to demonstrate compliance with section 715.07 (2) (a) 1, Florida Statute.
- h. —Such contract shall be maintained for at least twelve (12) months after contract termination. The division and law enforcement officers may inspect and request a copy of any and all such contracts from the non-consent tow truck company during normal business hours. ~~The non-consent tow truck company may not withhold production of the contract upon demand by the division or law enforcement. Failure to enter into or keep on file a contract with the property owner shall be a violation of this article. All contracts which were entered into prior to the effective date of this ar, shall accomplish the requirements of this subsection by entering into an addendum to the current contract within three (3) months following the enactment of this ar. Contracts authorizing the non-consent tow truck company to tow vehicles from the property owner's property to the storage yard in excess of the mileage restrictions of Florida Statutes violate this ordinance and all recovery, towing, and storage charges shall be returned to the vehicle owner/driver.~~
5. ~~Non-consent tow truck companies may not enter into a written contract with the owner of private property that authorizes the tow truck company to tow vehicles/vessels from the real property owner's property to the storage yard where the mileage restrictions have been exceeded contrary to Florida Statutes, § 715.07(2)(a)1, as may be amended from time to~~



~~time.~~ Real property owners or authorized representatives shall not request the recovery, tow or the removal of vehicles/vessels that are reasonably identifiable from markings or equipment as law enforcement, firefighting, rescue squad, ambulance, or other emergency vehicles/vessels which are marked as such.

6. Any person who improperly causes a vehicle/vessel to be recovered, towed, removed or stored shall be liable to the vehicle owner or authorized representative for the costs of the 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 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~~), non-consent tow truck companies duly permitted to operate under this ~~article~~ ordinance may recover, tow, ~~or~~ remove, or provide storage ~~for a vehicle/vessel in connection therewith~~ upon the prior express instruction of a real property owner, ~~or authorized agent~~, on whose property the vehicles/vessels 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 vessels 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 ~~ten (five-10(5))~~ feet from the ~~road as defined in Section 334.03(22), Florida Statute~~ 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 two-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 four-inch high letters on a contrasting background.

- c. The light reflective sign shall clearly indicate, in not less than two-inch high letters on a contrasting background, the days of the week ~~and~~ hours of the day during which vehicles/vessels will be towed away at the owner's expense; and the name and current telephone number of the tow truck company performing the towing service.

2. Light reflective signs must be maintained or replaced so that they are clearly visible, legible and light reflective at all times. The tow ~~truck~~ wing company is responsible for maintaining and replacing signs. In the event the tow truck company goes out of business or is no longer performing tow services for the real property owner, the real property owner is responsible for removal of signs. It is a violation of this ordinance to place temporary signage or lettering on top of an existing sign.

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

4. Tow truck companies may charge private property owners/agents for installing and maintaining signage.

5. Each tow truck company under contract to provide services is responsible for removing outdated light reflective signs and for installing new light reflective signage containing the correct current contact information. The sign shall be permanently installed pursuant to this ordinance 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(s)/vessels. Failing to provide, maintain, replace and/or remove the signs in accordance with this section is a violation of this ordinance.

6. The posting of notice requirements of this section shall not be required where:



- a. The real property on which a vehicle/vessel is parked is property appurtenant to and obviously part of a single-family type residence; or
- b. Written notice is personally given to the vehicle/vessel owner or authorized driver/agent that the real property on which the vehicle/vessel is or will be parked is reserved or otherwise not available for unauthorized vehicles/vessels and is subject to being removed at the vehicle/vessel owner's expense.
- c. Except as otherwise provided in Section 14, when any real property owner instructs that a vehicle/vessel be recovered, towed, removed from his or her property and stored, the property owner or a designated representative shall sign the tow ticket authorizing the tow. Immediately upon request, and without demanding compensation, the real property owner shall inform the vehicle/vessel owner/driver or other authorized person in control of the vehicle/vessel of the name and address of the non-consent tow truck company that has recovered, towed or removed the vehicle/vessel.
- d. If 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 tow truck and the vehicle/vessel owner or authorized driver/agent shall be allowed to remove the vehicle/vessel without interference upon the payment of a reasonable service fee of not more than one-half (½) of the posted rate for such towing service (drop charge), for which a receipt shall be given, unless that person refuses to remove the vehicle/vessel which is unlawfully parked. The bill/invoice must be presented to the vehicle/vessel owner authorized driver/agent prior to request for the payment. Non-consent tow truck companies are not authorized to apply a fee in cases where the owner/driver of the vehicle/vessel arrives on the scene prior to a complete mechanical hook-up (road-worthy) between the tow truck and the vehicle/vessel. In the event the owner/driver of the vehicle/vessel is occupying the vehicle/vessel and refuses to vacate same, in addition to the drop charge, the tow truck company/driver is permitted to call law enforcement and charge extra time at the scene. where law enforcement involvement is necessary and the tow truck driver obtains The tow truck driver must obtain the name of the law enforcement agency, case number, of the law enforcement agency and if possible, the name and badge number of the investigating law enforcement officer. The tow truck driver shall also prepare detailed documentation/explanation as to why "extra time at scene" charges were required. All documentation shall be provided to the vehicle/vessel owner/driver or representative upon demand. Such fee shall be approved by resolution of the Board, commission.

#### **SECTION 16. Non-consent Tow Truck Company Requirements.**

- (a) Non-consent tow truck companies shall not provide towing~~providing~~ services pursuant to this ~~article ordinance shall not do so~~ when there is a person occupying the vehicle/vessel.
- (b) Non-consent tow truck companies providing services pursuant to this ~~article ordinance~~ shall transport a towed ~~he~~ vehicle/vessel directly to the approved storage yard facility of the tow truck company providing the service, to a location expressly designated such other location as ~~by~~ a law enforcement officer authorizing the tow ~~may expressly direct~~, or to a location expressly designated~~directed~~ by the vehicle/vessel owner or authorized driver/agent. When the vehicle owner or authorized driver/agent expressly authorizes the vehicle/vessel to be towed to a location other than the tow truck company storage yard facility, the tow truck driver must:
  1. Provide a "not to exceed" estimate in writing of all the rates and fees that will be assessed for the tow or negotiate a consent-only towing agreement; and
  2. Disclose in writing the three methods of payment and come to a mutually agreed time as to how and when the towing truck company will be compensated.
- (c) It is a violation of this ~~article ordinance~~ for a non-consent tow truck company to keep or stage impounded vehicles/vessels in any temporary area or holding facility. ~~prior to the transportation of the vehicle to its approved storage facility~~
- (d) Non-consent tow truck companies ~~which provide services pursuant to this article~~ shall file and keep on record with the division a complete copy of all current rates charged for the recovery, towing or removal of vehicles/vessels and storage provided in connection therewith. Such persons shall also ~~display~~ prominently display at each storage facility the following information: signage which identifies the name of the tow truck ing company, a schedule of all charges and rates for removal of vehicles/vessels for private property impounds; a statement



1 that these rates do not exceed those rates filed with the division and are in accordance with the  
2 provisions of this article ordinance and the rights afforded to a vehicle owner or authorized  
3 driver pursuant to Florida Statutes. The above information shall be posted prominently in the  
4 area designated for the vehicle/vessel owner or authorized driver/agent to transact business.  
5 Such area shall provide shelter, safety and lighting adequate for the vehicle/vessel owner or  
6 authorized driver/agent to read the posted rate schedule. Further, notice shall be posted  
7 advising the vehicle/vessel owner or authorized driver/agent of the right to request and review  
8 a complete schedule of charges and rates for towing services for the jurisdiction in which the  
9 law enforcement order to tow was made, and that the tow truck company is permitted by the  
10 division noting the Division's telephone number, address and business hours.

11 (e) ~~Non-consent tow truck companies shall provide signage on the property clearly visible from the~~  
12 ~~street, (unless otherwise prohibited by local zoning laws) with at least three inch letters on a~~  
13 ~~contrasting background with the name and phone number of the tow truck company.~~ Non-  
14 consent tow truck companies which provide services pursuant to this article ordinance shall  
15 advise any vehicle/vessel owner or authorized driver who calls by telephone prior to arriving  
16 at the storage facility of the following:

- 17 1. Each and every document or other item which must be produced to retrieve the  
18 vehicle/vessel;
- 19 2. The exact charges as of the time of the telephone call, and the rate at which charges  
20 accumulate after the call;
- 21 3. The acceptable methods of payment; and,
- 22 4. The hours and days the storage facility is open for regular business.

23 (f) Non-consent tow truck companies which provide services pursuant to this article ordinance  
24 shall allow every vehicle/vessel owner or authorized driver/agent to inspect the interior and  
25 exterior of the towed vehicle upon his or her arrival at the storage facility before payment of  
26 any charges (except for "after-hour gate or personal property retrieval fee"). With the  
27 exception of vehicles being held pursuant to the specific request or "hold order" of a law  
28 enforcement agency, the vehicle/vessel owner or authorized driver/agent shall be permitted to  
29 remove the vehicle license tag and any and all personal property inside but not affixed to the  
30 vehicle/vessel. A vehicle/vessel owner who shows a government issued photo identification  
31 shall be given access to view ownership documents stored in the vehicle/vessel. The  
32 vehicle/vessel and/or personal property shall be released to the vehicle/vessel owner if the  
33 ownership documents are consistent (name and address) with the photo identification. When  
34 a vehicle/vessel owner's government issued identification and ownership documents are stored  
35 inside the impounded vehicle due to unforeseen circumstances, the tow truck company shall  
36 be required to recover the ownership documents stored in the impounded vehicle (i.e., glove  
37 compartment, sun visors, etc.) upon receipt of a vehicle/vessel key, vehicle access code, or  
38 electronic device from the vehicle owner that would allow entry. The vehicle/vessel and/or  
39 personal property shall be released to the vehicle/vessel owner if the ownership documents are  
40 consistent with the photo identification.

41 (g) Non-consent tow truck companies which provide services pursuant to this article ordinance  
42 shall accept payment for charges as specified in Section 10. ~~from the vehicle/vessel owner or~~  
43 ~~authorized driver/agent in all the following forms:~~

44 ~~(1) — Cash, money order or valid traveler's check; and (2) — Valid bank debit/credit card,~~  
45 ~~which shall include, but not be limited to, MasterCard or VISA, that is in the name of the~~  
46 ~~vehicle/vessel owner or authorized driver/agent; and~~ A tow truck company/driver shall not  
47 reject any of the above forms of payment. A vehicle/vessel owner or authorized driver/agent  
48 shall not be required to furnish more than one (1) government issued form of picture  
49 identification when payment is made as specified in Section 10. ~~by valid bank debit/credit card~~  
50 ~~or personal check, and said presentation shall constitute sufficient identity verification.~~

51 (h) Non-consent tow truck companies which provide services pursuant to this article ordinance  
52 shall not store or impound a towed vehicle/vessel at a distance which exceeds a ten (10)-mile  
53 radius of the location from which the vehicle/vessel was recovered, towed or removed unless  
54 no tow trucking company providing services under this section is located within a ten-mile  
55 radius, in which case a towed or removed vehicle/vessel must be stored at a site within twenty  
56 (20) miles of the point of removal.

57 (i) Non-consent tow truck companies which provide services pursuant to this article ordinance  
58 shall maintain one (1) or more storage facilities, each of which shall maintain a current Palm



1 Beach County Business Tax Receipt and when applicable a municipal business tax receipt.  
2 The business shall be open for the purpose of redemption of vehicles/vessels by owners/~~or~~  
3 ~~authorized~~ drivers/~~agents~~ on any day that the tow truck company is open for towing purposes  
4 from at least 8:00 a.m. to 6:00 p.m., Monday through Friday and, when closed, shall have  
5 posted prominently on the exterior of the storage facility and primary place of business, if  
6 different, a notice indicating a telephone number where the tow truck company can be reached  
7 at all times. Upon request of the vehicle/vessel owner or authorized driver/~~agent~~, the tow truck  
8 company shall release the vehicle/vessel to the vehicle/vessel owner or authorized driver/agent  
9 within one (1) hour.

10 (j) Non-consent tow truck companies shall not, as a condition of release of the vehicle, require a  
11 vehicle/vessel owner/~~or authorized~~ driver/agent to sign any release or waiver of any kind  
12 which would release the tow truck company from liability for damages noted by the  
13 vehicle/vessel owner or authorized driver/agent at the time of the vehicle's/vessel's release. A  
14 detailed, signed receipt showing the legal name of the tow truck company removing the  
15 vehicle/vessel shall be given to the vehicle/vessel owner or authorized driver at the time of  
16 payment, whether requested or not.

17 (k) Nothing in this article ordinance shall prevent the sheriff or any municipality within the county  
18 from providing additional or more restrictive requirements in contracts or arrangements which  
19 authorize the recovery, towing or removal of vehicles/vessels or storage provided in connection  
20 therewith.

21 (l) Non-consent tow truck companies which provide services pursuant to this article ordinance  
22 shall release vehicles/vessels towed or removed to the vehicle/vessel owner or authorized  
23 driver/~~agent~~ if documentation is provided proving ownership or agent status. provides proof of  
24 ownership documents Proof of ownership documents shall include a current government issued  
25 photo ID and one of the following documents:

- 26 1. Current vehicle registration or vehicle registration expired in the past ninety (90) days;
- 27 2. Vehicle title or property endorsed title transferring ownership pursuant to the requirements  
28 of Section 319.22, Florida Statute;
- 29 3. ~~An authorized driver/agent with a~~ Notarized document from the vehicle/vessel owner or  
30 lien holder authorizing a designated agent to pick up the vehicle and accompanied by a  
31 photocopy of the owner's driver's license. The notarized document with driver's license  
32 copy can be presented via facsimile or electronically (including by email), provided same  
33 can be printed and saved. notarized release from the vehicle/vessel owner or lien holder.  
34 ~~Vehicle/vessel owners have the right to identify/approve designated agents to claim~~  
35 ~~vehicles on their behalf. A facsimile or electronic transfer of a notarized release statement~~  
36 ~~from the vehicle/vessel owner shall be accepted;~~
- 37 4. Insurance card with the vehicle/vessel owner's information and vehicle description;
- 38 5. Licensed dealer in possession of an auction buyer's sales invoice and/or;
- 39 6. A notarized bill of sale for non-titled vehicles or vessels;
- 40 7. Valid rental or lease agreement;
- 41 8. If the vehicle owner's driver's license has been confiscated by law enforcement and the  
42 owner has no other government issued photo identification, then the owner may present  
43 one (1) of the following forms of identification: an itemized voucher/property receipt from  
44 an arresting law enforcement agency, a booking or arrest record or original citation  
45 resulting from incident that prompted the tow from a law enforcement agency all issued  
46 within seven (7) days of the date the vehicle was towed.

47 (m) Non-consent tow truck companies which provide services pursuant to this article ordinance  
48 shall make a "good faith effort" to locate the vehicle/vessel owner or lien holder. For the  
49 purposes of this paragraph and subsection, a "good faith effort" means that the required steps  
50 have been performed by the tow truck company according to section 713.78(4)(c) and (d),  
51 Florida Statutes. Failure to make a "good faith effort" to comply with the notification  
52 requirements of this section shall preclude the imposition of any storage charges against such  
53 vehicle or vessel.

54 (n) Non-consent tow truck companies which provide services pursuant to this article ordinance and  
55 found to be in violation of this article ordinance relating to a specific non-consent tow shall be  
56 required to reimburse the vehicle owner all illegal or over charges related to that towing



incident. Failure to reimburse the owner of the vehicle in such cases is a violation of this ~~article~~ ordinance.

(o) Any non-consent tow ~~truck ing~~ company that has an unusable storage yard or has been evicted from its storage yard is subject to having its operating permit suspended.

(p) Any tow truck driver in the process of transporting a junked vehicle (as defined in section 319.30, Florida Statutes) to a licensed salvage motor vehicle dealer and who is employed by, working for or operates a non-consent towing company, must have physical possession of a derelict motor vehicle certificate, transferred title or certificate of destruction for such vehicle.

(q) It shall be a violation of this ~~article~~ ordinance for any non-consent towing company to fail to respond in writing within ten (10) business days to any written inquiry or request for information from the division or any law enforcement agency. Each tow truck company shall fully cooperate with providing records, facts and information as requested by the division and/or law enforcement in order to investigate and determine compliance with Florida law and this ordinance.

#### **SECTION 17. Consent-Only Tow Truck Company Requirements.**

(a) It shall be a violation of this ~~article~~ ordinance for any tow truck company that has been issued a consent-only towing operating permit to perform non-consent towing services, including solicitation for tows at accident scenes.

(b) Consent-only tow truck companies providing services pursuant to this ~~article~~ ordinance shall not do so when there is a person occupying the vehicle/vessel.

(c) Consent-only tow truck companies providing services pursuant to this ~~article~~ ordinance shall transport the vehicle/vessel directly to the location specified by the vehicle/vessel owner or duly authorized agent.

(d) It shall be a violation of this ~~article~~ ordinance for any consent-only towing company to fail to respond in writing within ten (10) business days to any written inquiry concerning public safety from the division or any law enforcement agency.

#### **SECTION 18. Maximum ~~Rates~~ Rates for Non-Consent Towing and Storage Services for Non-Consent Tow Services.**

(a) —The ~~Commission~~ Board shall, by resolution establish maximum rates, as may be amended from time to time, for non-consent towing services as follows:

1. Towing service per call, which shall include the first thirty (30) minutes that the tow truck is actually on the scene engaged in the safe removal of a vehicle/vessel.

2. Mileage (per towed mile) according to section 715.07 Florida Statutes. ~~tes, § 715.07.~~

3. Storage may be charged only after the vehicle/vessel has been in the storage facility for at least six (6) hours. If the vehicle/vessel was not recovered by the vehicle/vessel owner or authorized driver/agent after the six-hour time period has elapsed, then storage charges shall accrue in twenty-four (24) hour increments from the time the vehicle/vessel arrived in the storage facility and:

a. The police agency has authorized the vehicle/vessel to be impounded; or

b. The appropriate police agency has been notified by the tow truck company that the tow truck company is in possession of a vehicle/vessel as a result of a private property impound.

4. Indoor storage rates may only be charged upon the express ~~instruction~~ ~~direction~~ and written authorization of the owner/authorized driver/agent, lien holder, insurance company representative or investigating police agency. The only exceptions to this rule are:

a. When the condition of the vehicle/vessel requires indoor storage due to inclement weather conditions or the vehicle's window(s) and/or convertible top is down and cannot be raised and indoor storage is necessary to protect the vehicle and its contents; or

b. When a municipal or county jurisdiction require indoor storage for towed vehicles.

5. An administrative/lien flat fee shall ~~not be applied only be charged after~~ unless the following requirements are satisfied:

a. The vehicle/vessel has been in the storage facility for at least twenty-four (24) hours; and:



b.a Ownership search is conducted; and

c. The police agency has authorized the vehicle/vessel to be impounded; or

db. The police agency has been notified by the tow truck company that the tow truck company is in possession of a vehicle/vessel as a result of a private property impound.

~~e.The non-consent tow truck company must show proof that lien letter(s) have been prepared with the appropriate names/addresses (i.e., U.S. Mail certification number, correspondence copies, etc.) and that actual fees for obtaining required ownership information have been expended. Failure to document and provide all of the above required information will result in administrative/lien fee charges being removed from the total cost of the service/invoice and is a violation of this article.~~

6. of the Board Fees in excess of this administrative/lien flat fee may be charged by the tow company for expenses incurred to meet requirements such as lien notification letters, certified mail receipts, advertisements or any other requirement as imposed by section 713.78, Florida Statute so long as the tow company has detailed supporting proof of actual expenditures (e.g. invoices, bills, payments) and are kept on file with the tow company. i.e.

7. When applicable, an administrative fee can be charged on a vehicle/trailer combination or a semi tractor/trailer combination.

8. The administrative/lien fee shall be established by Resolution of the Board.

9.6 Underwater recovery performed by a certified/professional diver with the written documentation and approval of the investigating law enforcement agency/officer.

10.7 Hazardous material clean-up and disposal as required, mandated and/or licensed through federal, state or local laws and approved by the investigating law enforcement agency/officer.

11. ~~(8)~~ After-hour gate fees may not be applied between the hours of ~~8~~7:00 a.m. and 6:00 p.m. Monday through Friday (excluding federal holidays). For all other times, after-hour gate fees may not be applied until ~~six (6)~~one (1) hour after a vehicle has been impounded in the company's storage facility. Applicable after-hour gate fees may also be applied when an owner or authorized driver/agent wishes to recover property from an impounded vehicle/vessel.

12.9 Extra time at scene/labor charge may be applied when any extra time beyond one-half (½) hour, is needed to safely remove a vehicle or vessel and includes the amount of time spent at a scene when a tow truck has been summoned and is on scene but unable to proceed through no fault of the tow truck operator. All extra time/labor shall be documented by the tow truck 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. Extra time shall be charged in fifteen (15)-minute increments. Failure to document and provide all of the above required information will result in the extra time/labor charges being removed from the total cost of the service/invoice and is a violation of this articleordinance.

(bb) —All rates established shall be uniform throughout Palm Beach County both in the incorporated and unincorporated areas, except where municipalities have established differing maximum rates for their jurisdictions. From time to time, the rates established by the Board may be revised in accordance with a rate study, and shall occur in periods not to exceed five (5) years.

(ce) Persons who provide tow or immobilization services pursuant to this section shall not charge in excess of the maximum allowable rates established by the Boardecommission. No person providing services pursuant to this section shall charge any type of fee other than the feesrates for which the commission hasspecifically established by the Board. - Tow truck companies which tow vehicles/vessels from Palm Beach County into another county shall abide by the terms of this articleordinance including all rates and charges adopted by the Board.commission

(dd) Upon request of law enforcement or the division, the tow truck company shall present proof of compliance with each of the documentary requirements set forth in Section 18. Failure to



1 have on file supporting documentation and proof as required herein will result in a violation of  
2 this ordinance. Any charges or costs that cannot be documented as required herein shall be  
3 repaid or removed from the tow invoice. Documentation shall remain on file as required in  
4 Section 12.

5 (ed) —Tow truck companies which provide services pursuant to this section shall display on the  
6 same sign as the rate schedule required by this ~~article~~ordinance the following statement:

7 To The Vehicle/Vessel Owner

8 If you believe that you have been overcharged for the services rendered, you do not have to  
9 pay your bill to get your vehicle/vessel. Instead, you have the right to post a bond in the  
10 Circuit Court, payable to (name of Tow Truck Company), in the amount of the final bill for  
11 services rendered, and to file a complaint within ten (10) days of the time you have knowledge  
12 of the location of the vehicle/vessel. The Court will decide later who is correct. If you show  
13 (name of Tow Truck Company) a valid Clerk's certificate showing you have posted a bond,  
14 (name of Tow Truck Company) must release your vehicle/vessel to you immediately. This  
15 remedy is in addition to other legal remedies you may have pursuant to section 713.76 and  
16 section 713.78, Florida Statutes. If you have a complaint about the way services were  
17 provided, you may call the Palm Beach County Consumer Affairs Division, (561) 712-6600.

18 (f) —Each tow truck company shall maintain, on a form approved by the division, a rate sheet  
19 specifying all rates and charges, which shall be given by the tow truck driver to the requesting  
20 vehicle owner or his authorized driver/agent prior to commencing the service.

21 (g) Annual Rate and Fee Increases: Effective October 1, 2023 and each October 1 thereafter,  
22 police directed, private property impound, storage, and immobilization rates shall be adjusted  
23 by the annual percentage change in the Consumer Price Index ("CPI") or three percent (3%),  
24 whichever is less. Each year's rate shall be calculated based on the amounts from the previous  
25 year and rounded to the nearest whole dollar. The CPI utilized shall be the most recent CPI  
26 reported by the Bureau of Labor Statistics All Urban Consumers for the United States, as  
27 published in January. The adjusted rates shall be calculated by the Division of Consumer  
28 Affairs and shall be posted on its website.

#### 33 **SECTION 19. Tow Truck Driver Requirements; Failure to Comply.**

34 (a) It shall be unlawful for any person to operate any tow truck within and upon the streets of Palm  
35 Beach County without having first obtained a county tow truck driver's identification badge  
36 (tow driver's I.D. badge). All applicants and ~~persons issued~~ a tow driver's I.D. badge shall  
37 conform to the following:

38 1. —Be at least eighteen (18) years of age;

39 2. —Possess a valid State of Florida Driver's License (with photo depicting the driver) as  
40 required by the Florida Department of Highway Safety and Motor Vehicles and must show  
41 proof that he/she has possessed a valid driver's license from any state within the United  
42 States for three (3) years (two (2) years for drivers younger than twenty-one (21) years old)  
43 prior to applying for a tow driver's I.D. badge. If a person has not driven for three (3) years  
44 in the United States, he/she must obtain the driving record from any other jurisdictions  
45 where he/she did drive or if he/she is unable to obtain the driving record, must sign an  
46 affidavit under penalty of perjury that he/she has no driving record which would prevent  
47 him/her from driving a tow truck in Palm Beach County, Florida;

48 3. —The driver must provide the original form of his/her lifetime State of Florida Department  
49 of Highway Safety and Motor Vehicles traffic/driving record report to the division which  
50 was secured no more than thirty (30) days before the application/renewal was submitted,  
51 only if the division is unable to secure this required information. Upon initial application,  
52 if a driver has resided in Florida less than five (5) consecutive years, a traffic/driving  
53 record/history from each state where he/she previously resided must be provided for at  
54 least a five-year period;

55 4. —Has not had more than three (3) separate incidents involving moving violations in any  
56 twelve(12)-month period in the previous three (3) years prior to the initial application or



renewal of a tow driver's I.D. badge in which the applicant pled guilty, was found guilty;  
or

5. —Has not been classified as a habitual traffic offender (as defined by Florida Statutes) or as defined by the state where he/she previously resided within five (5) years of applying for a tow driver's I.D. badge and was not previously issued a tow driver's I.D. badge by the division;
6. —Upon initial application or renewal, the driver must provide the original request form for his/her Florida Department of Law Enforcement (FDLE) criminal history/records report to the division, as well as payment for the amount required to secure the criminal history/records report. The division shall then be responsible for processing the request and payment to the FDLE. The division may conduct additional criminal history/records reports of other states/jurisdictions as deemed appropriate. The division ~~shall~~ may require ~~all~~ an applicants to submit to a Level I, criminal history records check. The ~~division~~ commission may approve a different means of securing the required criminal history/records should an alternative agency/system be discovered that provides more complete information than that provided by the FDLE;
7. —Have no conviction or plea of guilty or nolo contendere, within the preceding five (5) years from the date of I.D. badge application for any offense related to driving a motor vehicle under the influence or while intoxicated;
8. —Have no more than one (1) conviction or plea of guilty or nolo contendere, within the preceding ten (10) years from the date of I.D. badge application for any offense related to driving a motor vehicle under the influence or while intoxicated;
9. —Have no more than two (2) traffic citations resulting from accidents in the three (3) years preceding the date of I.D. badge application ~~the current permit year~~ wherein the driver has been found guilty;
10. —Have no more than two (2) convictions of first degree misdemeanor traffic crimes including but not limited to the following: reckless driving, careless driving and racing in the three (3) years preceding the date of the I.D. badge application, wherein the driver has been found guilty; ~~current permit year wherein the driver has been found~~
11. —Not found by the division to have a lack of reputability as provided herein. For the purposes of this ~~article~~ ordinance, lack of reputability shall mean that the division cannot trust the applicant to safeguard the welfare and property of the public. Lack of reputability shall include, but not be limited to, the following:
  - a. ~~a. Conviction of any Level 1 felony, as ranked by section 921, -Florida Statute, that occurred less -than five (5) years from the date of conviction or release from incarceration whichever is later, not considered a Level 1 felony, as provided in Rule 9, Florida Governor Rules of Executive Clemency, as the rules may be amended from time to time, and wherein the applicant's civil rights have not been restored.~~
  - b. ~~Conviction of any Schedule I Level felony, not considered a Level 1 felony, as ranked by section 921, Florida Statute that occurred less than ten (10) years from the date of I.D. badge application to conviction or release from incarceration, whichever is later, as provided in Rule 9, Florida Rules of Executive Clemency as the rules may be amended from time to time that occurred less than five (5) years from the date of conviction or release from incarceration (whichever is later) wherein the applicant's civil rights have not been restored.~~
  - c. —Notwithstanding the provisions of subsections a. and b. above, conviction of any felony that is directly related to operating a non-consent or consent towing business or vehicle. ~~F, regardless of whether the applicant's civil rights have been restored or remained in~~ or the purposes of this ~~article~~ ordinance, any offense involving fraud, forgery, theft, perjury or false statement shall be considered to be directly related to the business of operating a towing vehicle.
  - d. Conviction of any first degree misdemeanor within (5) five years, that is directly related to a non consent or consent towing business or vehicle/vessel regardless of whether the applicant's civil rights have been restored or remained intact. For the purposes of this ordinance, any offense involving fraud, forgery, theft, perjury or false statement shall be considered to be directly related to the business of operating a towing company. that



1 is directly related to a non-consent or consent towing business or vehicle regardless of  
2 whether the applicant's civil rights have been restored or remained intact. For the  
3 purposes of this article, any offense involving fraud, forgery, theft, perjury or false  
4 statement shall be considered to be directly related to the business of operating a towing  
5 company.

6 ed. Conviction before the date of I.D. badge application of any offense relating to sex  
7 crimes, the use of a deadly weapon, homicide, false imprisonment, kidnapping, violent  
8 offense against a law enforcement officer under section 775.0823, Florida Statute, or  
9 having been adjudicated a habitual violent felony offender under section 775.084,  
10 Florida Statute.

11 fe. — Responding to a call while under the influence of alcohol or any controlled  
12 substance, based upon a finding made by law enforcement.

13 gf. — Tow truck drivers with valid tow truck driver I.D. badges at the time this amended  
14 article ordinance was approved may continue to be eligible for issuance of a tow truck  
15 driver I.D. badge in future renewals as long as there are no additional crimes or  
16 reputability issues as referenced above. Tow truck drivers whose I.D. badges are  
17 expired for a period greater than twelve (12) months shall be considered new and  
18 subject to the provisions of this ordinance.

19 12. A tow truck driver with a current I.D. badge is required to notify the division within ten  
20 (10) business days upon being convicted of any crime. The division may initiate denial,  
21 revocation or suspension proceedings for lack of reputability issues and criminal  
22 convictions as provided in this subsection which arise subsequent to the issuance of a tow  
23 driver's I.D. badge;

24 13. Applicants shall have no unsatisfied civil penalties, judgments or administrative orders  
25 pertaining to this article ordinance;

26 14. Every application or renewal application for a tow driver's I.D. badge and application for  
27 amendment of a tow driver's I.D. badge, shall be in writing and signed by the applicant and  
28 shall be filed with the Palm Beach County Division of Consumer Affairs on a form  
29 provided by the division together with the nonrefundable tow driver's I.D. badge fees which  
30 shall not be subject to proration. Each tow driver's I.D. badge shall be valid for a two (2)-  
31 year period from date of application approval and shall be renewed every other year on the  
32 applicant's date of birth. The division may deny or revoke a tow driver's I.D. badge if it is  
33 determined that the applicant has misrepresented, omitted, or concealed a fact on the  
34 application, renewal application or replacement application. If the tow driver's I.D. badge  
35 is denied, the DCA shall not accept an application for said tow driver's I.D. badge for one  
36 (1) year from the date the badge is denied If the tow driver's I.D. badge is revoked, the  
37 division DCA shall not accept an application for said tow driver's I.D. badge for one (1)  
38 year from the date the badge is revoked. Any person renewing a tow driver's I.D. badge  
39 must file a renewal application, furnish the documentation requested by the division, and  
40 submit payment for the required nonrefundable renewal fee(s) not more than ninety (90)  
41 days before the expiration date of a tow driver's I.D. badge. Persons who fail to reapply  
42 for their tow driver's I.D. badge thirty (30) days prior to expiration, risk having a gap in  
43 their authorization to drive a tow truck. Persons who fail to submit their renewal  
44 application, required documentation and fees by the expiration date of the tow driver's I.D.  
45 badge must pay a nonrefundable late fee, over and above the tow driver's I.D. ~~b~~Badge fee.  
46 Any applicant who fails to submit a renewal application within one (1) year of the  
47 expiration of a current badge will be considered a new applicant when reapplying and no  
48 grandfathered provisions will apply. Said fees shall be established by resolution of the  
49 Board ~~commission~~;

50 15. Shall submit to photographing (full face exposure/without sunglasses or head coverings)  
51 prior to the issuance of the tow driver's I.D. badge by the division;

52 16. Complete the tow driver's I.D. badge registration affidavits provided by the division;

53 17. Not possess a suspended or revoked driver's license as a result of a moving violation or  
54 have any outstanding and unsatisfied civil penalties, citations or judgments imposed due to  
55 violations of this article ordinance;

56 18. Not violate the terms of a cease and desist order, assurance of voluntary compliance, notice  
57 to correct a violation or any other lawful order of the director;



- 1 19. Not be enjoined by a court of competent jurisdiction from engaging in the towing business  
2 or was enjoined by a court of competent jurisdiction with respect to any of the requirements  
3 of this ~~article~~ordinance; and
- 4 20. Have no conviction or plea of guilty or nolo contendere in any military or foreign  
5 jurisdiction, federal, state, county or municipal jurisdiction within the United States for  
6 violations analogous or parallel to those violations enumerated in all sections herein:
- 7 ~~ab.~~ ab. —The driver of a tow truck shall conspicuously display on the driver's person  
8 through the use of a neck lanyard, or above the waist on the outermost garment, the tow  
9 driver's I.D. badge issued pursuant to this ~~article~~ordinance so that it is visible and  
10 available for inspection to the public, division personnel and all law enforcement  
11 officials while engaged and on duty for a tow truck company.
- 12 ~~be.~~ be. —Each tow driver's I.D. badge shall be developed by the division. Each driver's  
13 I.D. badge shall, at a minimum, contain the name of the driver, date of expiration, photo  
14 of the driver, and such additional terms, conditions, provisions and limitations as were  
15 imposed during the approval process. Each company for which a driver will be driving  
16 must submit an affidavit (on a form prepared by the division) or documentation from  
17 the insurance company (fax acceptable) that the driver is eligible to be insured under  
18 the company's insurance policy.
- 19 ~~cd.~~ cd. —The division may issue a replacement tow driver's I.D. badge to any driver upon  
20 payment of a nonrefundable replacement fee, presentation of proof or a sworn affidavit  
21 that the driver's I.D. badge has been lost, stolen or for any other valid reason, and any  
22 other documentation or requirement requested by the division. The replacement fee  
23 shall be established by resolution of the Board.
- 24 ~~d.e~~ d.e —It shall be unlawful for any person to drive a tow truck unless such person has a valid  
25 tow driver's I.D. badge issued pursuant to this section.
- 26 ~~e.f~~ e.f It shall be unlawful for any person to drive a tow truck for any tow truck company  
27 which has not been granted an operating permit pursuant to Section 4 (operating permit  
28 required).
- 29 ~~f.g~~ f.g —It shall be unlawful for any applicant for a tow driver's I.D. badge to misrepresent,  
30 omit or conceal a fact on the application, renewal application or replacement  
31 application. ~~h~~—Upon submission of the application, the division shall provide the  
32 driver with a receipt. No applicant shall be permitted to drive a tow truck in Palm Beach  
33 County until the division has issued to him/her a tow driver's I.D. badge. The division  
34 shall provide the tow driver's I.D. badge within ten (10) business days following the  
35 submittal of the application and all required documents. In the event the official  
36 criminal background records furnished to the division are insufficient and additional  
37 information is necessary, the division shall be permitted an additional twenty (20)  
38 business days to issue the driver's I.D. badge. ~~The division will process applications on~~  
39 ~~a more timely basis when the required certified/original criminal and driving~~  
40 ~~background records are submitted with the initial application and an additional rush fee~~  
41 ~~is paid to the division. Such fee must be approved by the commission.~~
- 42 ~~gi~~ gi —~~Non-consent~~t~~T~~ow truck drivers must be hygienically clean, well-groomed and neat.  
43 Drivers are not permitted to wear open toed shoes and must comply with all state and  
44 federal (e.g., O.S.H.A.) safety regulations. Non-consent tow truck drivers are not  
45 permitted to wear uniforms purporting to be from a different company or business than  
46 the one they actually work or drive for. Failure to abide by these requirements is a  
47 violation of this ~~article~~ordinance.
- 48 ~~h.j~~ h.j ~~Non-consent~~t~~T~~ow truck drivers shall not use abusive language ~~or be discourteous~~  
49 consumers or division personnel.
- 50 ~~ik.~~ ik. —~~Non-consent~~t~~T~~ow truck drivers must be able speak and understand English to the  
51 extent they can take instruction from law enforcement officers and consumers and  
52 complete manifests or invoices.
- 53 ~~hj.~~ hj. —Drivers shall cooperate fully at all times with the division in the furnishing of  
54 information required in connection with requests for proof of driver's license, vehicle  
55 insurance and/or tow driver's I.D. badge, during the process of applying to renew a tow  
56 driver's I.D. badge, and during investigations of consumer complaints. Further, drivers  
57 shall not obstruct, hamper or interfere with an investigation of violations of this



~~article~~ordinance conducted by division personnel, any law enforcement officer or employee of any other agency enforcing this ~~article~~ordinance.

~~km.~~ —No person maintaining, owning, or operating a towing company shall suffer or permit any person or employee to drive a tow truck unless such person has a valid tow driver's I.D. badge issued pursuant to this ~~article~~ordinance. This paragraph shall not apply to a towing company which is training a prospective driver. Such prospective driver must be accompanied by and working under the direct supervision of a company employee who is in possession of a valid tow driver's I.D. badge.

~~ln.~~ —Failure to comply with the provisions of this section may result in the division denying a tow driver I.D. badge, revoking or suspending the tow driver's I.D. badge, denying a renewal of such tow driver's I.D. badge, issuing a civil citation, a misdemeanor conviction or other such remedies available to the division herein.

## **SECTION 20. Fraudulent Transfer of Tow Truck Company.**

A transfer of a tow truck company to a successor company shall be deemed a fraudulent transfer if said transfer is made by the tow truck company for the purpose of evading permit fees, ~~fin~~~~es~~, ~~civil penalties~~, ~~suspension~~, ~~revocation~~, ~~any consent agreement or other enforcement mechanism or requirement of this ordinance pertaining to tow truck companies~~. It shall be a violation of this ordinance for a tow truck company to fraudulently transfer a tow truck company. ~~r civil penalties issued pursuant to this article~~. In determining intent to defraud, consideration may be given among other factors to, whether:

~~(a.)~~ The transfer was to an insider;

~~(b.)~~—The tow truck 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 tow truck company had been sued or threatened with suit;

~~(e.)~~ The transfer was of substantially all the tow truck company's assets;

~~(f.)~~ The value of the consideration received by the tow truck company was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred;

~~(g.)~~—The tow truck 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 tow truck company transferred the essential assets of the business to a lien or who transferred the assets to an insider of the tow truck company; ~~and,~~

~~(j.)~~ —It shall be a violation of this article for a tow truck company to fraudulently transfer a tow truck company. **SECTION 21. Additional Requirements for Providing Immobilization Services.**

(a) Immobilization operators must be hygienically clean, well-groomed and neat. Immobilization operators are not permitted to wear open toed shoes and must comply with all state and federal (e.g., O.S.H.A.) safety regulations.

(b) Immobilization operators shall wear identification tags, prominently displayed on the front left side of their shirt that includes the immobilization company name, immobilization operator name and immobilization operator picture. Immobilization operators are not permitted to wear uniforms purporting to be from a different company or business than the one they actually work for. No identification shall use the words “enforcement” “department” or “Police.” No badges that bear resemblance to law enforcement officers may be worn by immobilization contractor or staff. Failure to abide by these requirements is a violation of this ~~article~~ordinance.

(c) Immobilization operators shall not use abusive language to consumers or division personnel.

(d) Immobilization operators must be able to speak and understand English to the extent they can take instruction from law enforcement officers and consumers and complete invoices.



1 (e) It is unlawful for an immobilization company to immobilize a vehicle/vessel parked on private  
2 property without permission or authority of the vehicle/vessel owner/driver of that vehicle,  
3 unless each of the following requirements are satisfied:

4  
5 1. The vehicle/vessel is parked in an unlawful manner or in violation of other parking rules  
6 and regulations.

7  
8 2. A light reflective sign (minimum dimensions of at least 18" high X 24") is prominently  
9 posted on the property as follows:

10  
11 a. Each driveway access/entrance or curb cut allowing vehicular access to the real  
12 property.

13  
14 b. Within ten (10) feet from the public roadway.

15  
16 c. If there are no curbs or access barriers, signs shall be posted not less than one (1) sign  
17 each twenty-five (25) feet of lot frontage.

18  
19 d. Each sign shall be permanently installed not less than three (3) feet and not more than  
20 six (6) feet above ground level. When authorized "Immobilization Zone" signs may  
21 be mounted on the same pole as the "Tow Away" signs.

22  
23 Signs shall be continuously maintained on the real property for not less than twenty-  
24 four (24) hours prior to the immobilization of any vehicle(s).

25  
26 e. The light reflective sign and the text shall clearly display, on a contrasting background,  
27 the following information:

28  
29 1. In letters at least one (1) inch high the words: "Unauthorized vehicles will be  
30 immobilized and/or towed away at the owners expense";

31  
32 2. In not less than two and one-half (2.5) inches high the words: "IMMOBILIZATION  
33 ZONE";

34  
35 3. In letters at least one (1) inch high the days of the week and hours of the day during  
36 which vehicles will be immobilized;

37  
38 4. In letters at least one (1) inch high the name of the company performing the  
39 immobilization service; and,

40  
41 2.5. In letters at least two (2) inches high the telephone number to call and the on-site  
42 location (if applicable) where a person can go to request the release of the  
43 immobilization device on the vehicle.

44  
45 (f) Light reflective signs must be maintained or replaced so that they are clearly visible, legible  
46 and light reflective at all times. The immobilization company is responsible for maintaining  
47 and replacing signs. Immobilization companies may charge property owners or companies a  
48 fee to install or maintain signage.

49  
50 (g) In the event the immobilization company goes out of business or is no longer performing  
51 immobilization services for the property owner, the property owner is responsible for removal  
52 of signs. Failing to provide, maintain, replace and/or remove the signs in accordance with this  
53 section is a violation of this ~~article~~ ordinance.

54  
55 (h) No immobilization shall occur if the vehicle/vessel is occupied by a living person or animal.

56  
57 (i) No immobilization shall occur if the vehicle/vessel is a police or law enforcement vehicle, a  
58 fire fighting vehicle, an emergency medical services vehicle or ambulance, or any other  
59 vehicle/vessel owned by a government entity. If a vehicle/vessel is immobilized by error but  
60 is ineligible for immobilization under this paragraph, the immobilization company will  
61 immediately release the vehicle/vessel without requiring payment for same upon demand of  
62 vehicle owner/driver.



- 1
- 2 (j) Immobilization shall be accomplished by installing a mechanical device to a parked
- 3 vehicle/vessel so as to prevent its usual manner of operation.
- 4
- 5 (k) Immediately after a vehicle/vessel is immobilized, the person immobilizing such
- 6 vehicle/vessel shall affix a warning notice to the driver's side window of the vehicle (if the
- 7 window is down, the warning notice shall be placed on the front windshield in front of the
- 8 driver location), that is adhered to the window by an adhesive backing or at least two (2) inch
- 9 wide commercial clear adhesive tape indicating in font not smaller than fourteen (14) point
- 10 that the vehicle is immobilized and that any attempt to move it will cause damage.
- 11 Additionally, the notice shall provide the immobilization company name, a local telephone
- 12 number to contact for release of the immobilization device, the fee for its removal including
- 13 the accepted methods of payment (cash, money order, traveler's check, Visa or MasterCard)
- 14 immobilized vehicle make and tag number or vehicle identification number (VIN) and the
- 15 location, date and time immobilization occurred. The warning notice must be printed on card
- 16 stock or weather resistant vinyl with a minimum font size of 40pt with the words "WARNING"
- 17 centered at the top of the notice. The notice shall not be less in size than eight and one-half
- 18 by five and one-half inches (8½" x 5½"). The warning notice sign shall be submitted with the
- 19 operating permit application and approved by the County.
- 20
- 21 (l) An immobilization company or immobilization operator may not charge more than the
- 22 maximum allowable rates established by Board Resolution.
- 23
- 24 (m) The rebate or repayment of money or any other valuable consideration directly or indirectly
- 25 from the individual or firm immobilizing vehicles to the owners or operators of the premises
- 26 from which the vehicles are immobilized, for the privilege of immobilizing those vehicles, is
- 27 prohibited and is a violation of this article ordinance.
- 28
- 29 (n) No release or waiver of any kind purporting to limit or avoid liability for damages to a
- 30 vehicle/vessel that has been immobilized shall be valid. In addition, any person who
- 31 immobilized a vehicle/vessel, or other person authorized to accept payment of any charges for
- 32 such immobilizing, shall provide a signed receipt to the individual paying the immobilizing
- 33 charges at the time such charges are paid. Such receipt shall state the name, business address,
- 34 and business telephone number of the person who has immobilized such vehicle/vessel and
- 35 such receipt shall include the following statement (in at least 12 point font):

36 **IF YOU HAVE QUESTIONS OR COMPLAINTS ABOUT THE IMMOBILIZATION**

37 **OF YOUR VEHICLE THAT ARE UNABLE TO BE RESOLVED BY THE COMPANY**

38 **MANAGEMENT, CONTACT THE PALM BEACH COUNTY CONSUMER**

39 **AFFAIRS DIVISION, WEST PALM BEACH, FLORIDA. BY INTERNET:**

40 **www.pbcgov.com/consumer or by TELEPHONE: (561) 712-6600.**

- 41 (o) Any immobilization company which immobilized a vehicle/vessel shall respond to the location
- 42 of the immobilized vehicle within one (1) hour after being contacted by the vehicle/vessel
- 43 owner and remove the immobilization device within thirty (30) minutes after the removal fee
- 44 has been paid. The vehicle owner/driver, or other person appearing in person with the
- 45 vehicle/vessel owner/driver, shall be permitted to pay the appropriate charge for immobilizing
- 46 at the location where such vehicle/vessel was immobilized.
- 47 (p) **COMPANIES PERFORMING IMMOBILIZATIONS IN PALM BEACH COUNTY**
- 48 **ARE REQUIRED TO ACCEPT EACH OF THE FOLLOWING FORMS OF**
- 49 **PAYMENT: CASH, MONEY ORDER OR VALID TRAVELER'S CHECK; AND**
- 50 **VALID BANK DEBIT/CREDIT CARD WHICH SHALL INCLUDE, BUT NOT BE**
- 51 **LIMITED TO, MASTERCARD AND VISA CARD THAT IS IN THE NAME OF THE**
- 52 **VEHICLE/VESSEL OWNER OR AUTHORIZED DRIVER, OR IN THE NAME OF A**
- 53 **PERSON APPEARING IN PERSON AND WITH THE VEHICLE/VESSEL OWNER**
- 54 **OR AUTHORIZED DRIVER. A CREDIT CARD CONVENIENCE FEE MAY BE**
- 55 **ADDED TO THE TRANSACTION AMOUNT TO COVER CREDIT CARD FEES AS**
- 56 **ESTABLISHED BY BOARD RESOLUTION.**
- 57 (q) Each immobilization company must enter into a written contract with every property owner
- 58 that authorizes the company to immobilize vehicles/vessels on the property. The contract shall
- 59 state which parking violations are authorized for immobilization. Each contract must be kept



on file for a period of three (3) years following termination of the contract. The division, law enforcement officers and the vehicle/vessel owner/driver of the immobilized vehicle may request a copy of the contract by telephone or email to the immobilization company or to be delivered either: 1) by hand delivery, email or facsimile to the requesting party, within 48 business hours of request.

(r) Immobilization companies which provide services in violation of this article ordinance relating to a specific immobilization shall be required to reimburse the vehicle/vessel owner/driver all charges related to that immobilization incident. Failure to reimburse the vehicle/vessel owner/driver of the vehicle in such cases is a violation of this article ordinance.

(s) The business providing the immobilization service shall first obtain and maintain a current and valid operating permit issued by the division.

(t) The immobilization business shall maintain a telephone communication system to answer telephone calls from the public twenty-four (24) hours a day, seven (7) days per week for the timely release of immobilized/booted vehicles/vessels.

(u) All immobilization business vehicles shall display the company name on the driver and passenger side of the vehicle in letters at least three (3) inches high. The company's address and telephone number shall be displayed on the driver and passenger side of the vehicle in letters at least one (1) inch high. No immobilization business shall use the words "Department," or "Police," in its advertising, signs, stickers, uniforms or identifications.

(v) An immobilized vehicle/vessel shall not remain immobilized for more than ninety six (96) hours. After such time period has expired, the vehicle shall be released from the immobilization device and may be towed or removed.

(w) Each contract between the property owner and immobilization company shall specify the amount of time in hours (not to exceed ninety-six (96) hours) that a vehicle will remain immobilized before it is removed from the property and towed to the storage yard of a licensed non-consent tow truck company or released from the immobilization.

(x) When a tow truck company is removing a vehicle that was immobilized and not redeemed by the vehicle owner/driver within ninety-six (96) hours, the non-consent tow truck company must first obtain prior express instruction in accordance with Section 14 to remove the vehicle from the real property.

(y) Tow truck companies are not permitted to add immobilization charges to the tow truck invoices and only the towing charges shall be imposed on the vehicle owner/driver.

(z) If a vehicle/vessel is in the process of being immobilized and the owner/operator of the vehicle/vessel arrives and the immobilization device has not been attached and/or locked, the immobilization company must not continue with the booting/immobilization process and cease any further attempts to apply it to the vehicle/vessel. Immobilization fees are not permitted in such instances.

(aa) Vehicles/vessels that are parked in such a way to prevent egress/ingress to a property or garbage dumpster, are parked in a designated handicapped parking space or fire lane, or are parked in such a way that would constitute an important public safety concern, shall not be immobilized.

(bb) Every person, immobilization service, and immobilization contractor who immobilizes a vehicle/vessel shall keep and maintain an immobilization log with the following information:

1. Date and time the vehicle/vessel was observed illegally parked;

2. The date and time of immobilization;

3. The location/address of the real property where the immobilization took place;

4. The description of the vehicle/vessel –including make, model, year, color, vehicle identification number, and license plate number;

5. The date and time the request for removal of the immobilization device was received and the date and time of response and removal of the immobilization device;

6. The amount and method of payment for release of the immobilization device;



1        7. The name of the person removing the immobilization device; and

2        8. The name of person to whom the vehicle/vessel was released.

3        (cc) All persons and immobilization services shall keep all immobilization logs on file for a  
4        period of one (1) year and shall make such logs available for inspection to any law or code  
5        enforcement officer or designee assigned to investigate the complaints and enforcement during  
6        regular business hours (Monday – Friday 8:00 a.m. - 5:00 p.m. excluding holidays). Failure to  
7        comply with the provisions of this section may result in denial of operating permit , revocation  
8        or suspension of the operating permit, issuance of a civil citation, a criminal conviction and/or  
9        other such remedies available to the division as provided herein and by law.

10       (dd) Persons who provide services pursuant to this article ordinance shall not use physical force,  
11       violence, intimidation or threats of physical force or violence in dealing with the individuals  
12       responsible for administering this article ordinance or individuals who have had or are about to  
13       have their vehicles immobilized.

14  
15  
16       **SECTION 221. Deceptive and Unfair Trade Practices.**

17       No tow truck or immobilization company shall allow any employee, agent or representative  
18       of a tow truck company or immobilization company to person shall engage in any unfair method  
19       of competition, unconscionable acts or practices or unfair or deceptive acts or practices in the  
20       conduct of towing or immobilization services. ~~A tow truck company engages in an unfair method~~  
21       ~~of competition or unfair or unconscionable acts or deceptive practices when in the course of his or~~  
22       ~~her business, vocation or occupation, he or she knows or in the exercise of care should know, that~~  
23       ~~he or she in the past engaged or is now engaging in any unfair method of competition or~~  
24       ~~unconscionable acts or practices or unfair or deceptive acts or practices in the conduct of any~~  
25       ~~towing services.~~

26       **SECTION 232. Cease and Desist Order.**

27       (a) If the division, after due investigation, has reason to believe that a tow truck or immobilization  
28       company ~~has have~~ been or is violating any of the provisions of this article ordinance, then the  
29       division may cause to be served by personal service, certified mail or posting in a conspicuous  
30       place at the tow truck or immobilization company's primary place of business, a demand to  
31       cease and desist, stating the charges and shall incorporate and set out the following:

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

35       (b) Any tow truck or immobilization company which has been issued a cease and desist order by  
36       the division may appeal such order to the consumer affairs hearing board/special  
37       magistrate hearing officer within twenty (20) days of receipt of the order. A nonrefundable  
38       filing fee must accompany the written request for appeal. The filing fee shall be established by  
39       resolution of the ~~Board commission~~. The appeal shall be reviewed at a hearing of the consumer  
40       affairs hearing board/special magistrate hearing officer within sixty (60) days of receipt by the  
41       division of the request for appeal.

42       (c) The board shall keep a full record of the hearing, which record shall be public and open to  
43       inspection by any person, and upon request, the board shall furnish such party a copy of the  
44       hearing record, at such cost as the commission deems appropriate.

45       (d) Procedure at hearings. At the hearing, the tow truck or immobilization company may be  
46       represented by counsel and may bring all original documents and other data pertinent to the  
47       case; and will be given an opportunity to present witnesses and evidence ~~it he or she~~ may deem  
48       appropriate.

49       (e) The consumer affairs hearing board/special magistrate hearing officer shall hear the cases on  
50       the agenda. All testimony shall be under oath or by affirmation and shall be recorded. Each  
51       case before the consumer affairs hearing board/special magistrate hearing officer shall be  
52       presented by the division. The consumer affairs hearing board/special magistrate hearing  
53       officer shall take testimony from county staff, if relevant, the alleged violator, and other  
54       relevant testimony. Formal rules of evidence shall not apply, but fundamental due process shall  
55       be observed and govern the proceedings. Upon determination of the consumer affairs hearing



board/special magistrate~~chairperson~~, irrelevant, immaterial or unduly repetitious evidence may be excluded, but all other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, including hearsay evidence, whether or not such evidence would be admissible in a trial in the courts of Florida. Due regard shall be given to the competent, reliable and technical evidence which will aid the consumer affairs hearing board/special magistrate~~hearing officer~~ in making a fair determination of the matter, regardless of the existence of any common law or statutory rule which might otherwise make improper the admission of such evidence.

(f) Any member of the consumer affairs hearing board/special magistrate~~hearing officer~~ or the attorney representing the division may inquire of or question any witness before the consumer affairs hearing board/special magistrate~~hearing officer~~. The alleged violator, or his/her attorney, shall be permitted to inquire of any witness before the consumer affairs hearing board/special magistrate~~hearing officer~~. The right to cross examine witnesses shall be preserved.

(g) At the conclusion of the hearing, the consumer affairs hearing board/special magistrate~~hearing officer~~ shall orally render its decision (order) based on evidence entered into the record. The decision shall be by motion approved by the affirmative vote of those members present and voting ~~or by the special magistrate~~. The consumer affairs hearing board/special magistrate~~hearing officer~~'s decision shall be transmitted to the tow truck company ~~or immobilization company~~ in the form of a written order including finding of facts, and conclusion of law consistent with the record. The order shall be transmitted by certified mail/hand delivery/posting to the tow truck ~~or immobilization~~ company within ten (10) days after the hearing. The order may include a notice that it must be complied with by a specified date.

(h) Any person may appeal a final determination of the consumer affairs hearing board/special magistrate~~hearing officer~~ within thirty (30) days of the rendition of the decision by filing a petition for writ of certiorari in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

#### **SECTION 243. Assurance of Voluntary Compliance.**

(a) In the enforcement of this ~~article ordinance~~, the division may accept an assurance of voluntary compliance with respect to any method, act, or practice deemed to be ~~a violation of this ordinance violative of law~~ from any person who has engaged, or was about to engage in, such method, act, or practice. Any such assurance shall be a formal written agreement between the division and the tow truck ~~or immobilization~~ company, approved as to form and legal sufficiency by the county attorney's office, ~~and filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit~~. Such assurances of voluntary compliance may be conditioned on a commitment ~~to reimburse consumersnt to reimburse consumersconsumers~~ or any other appropriate corrective action such as the payment by the tow truck ~~or immobilization~~ company of the costs of the investigation by the division, ~~and fines and/or fees~~. An assurance of voluntary compliance is not evidence of prior violation of this part, however, ~~unless an assurance of voluntary compliance has been rescinded by agreement of the parties or voided by the court for good cause, subsequent~~ a failure to comply with the terms of an assurance of voluntary compliance shall be deemed prima facie evidence of a violation of this ~~article ordinance~~. No such assurance of voluntary compliance shall act as a limitation upon any action or remedy available to a person aggrieved by a violation of this ~~article ordinance~~. A tow truck or immobilization company violating an assurance of voluntary compliance may have its operating permit suspended or revoked by the division.

(b) Every tow truck ~~or immobilization~~ company ~~seekingdesiring~~ to negotiate an assurance of voluntary compliance ~~with the division~~ shall be apprised of ~~the his or her~~ right to have ~~thehis or her~~ case heard by the consumer affairs hearing board/special magistrate~~hearing officer~~ ~~in lieu of entering into an assurance of voluntary compliance agreement.the event he or she does not wish to enter nto such assurance of voluntary compliance~~. Such procedures shall be in accordance with the hearing procedures provided in Section 28.

#### **SECTION 254. Enforcement and Penalties: Civil and Criminal.**

(a) It shall be unlawful for any person to violate any of the provisions of this ~~article ordinance~~, ~~including failure to pay any fees for services ofservices of the division as set forth in this ordinance~~. This ~~article ordinance~~ shall be enforced by personnel authorized by the division, county code enforcement officials, the police agencies of the various municipalities in Palm



Beach County and by the Palm Beach County Sheriff's Office. When specifically authorized by the director, this article ordinance may be enforced by other Palm Beach County personnel.

~~(b) — Persons who provide services pursuant to this article shall not use physical force or violence or threats of physical force or violence in dealing with the individuals responsible for administering this or individuals who have had or are about to have their vehicles/vessels recovered, towed or removed or stored in connection therewith.~~

(eb) The county court shall have jurisdiction over all violations of this article ordinance.

(cd) The division shall maintain a system by which violators are given citations or written notice of all violations. The county clerk shall accept designated fines and issue receipts therefore.

(de) The division is authorized to enforce the provisions of this article ordinance by administrative fines not to exceed five hundred dollars (\$500.00) for each violation. Any person who has violated any provision of this article ordinance shall be fined an amount as established by the Board commission by resolution. Each day of a continuing violation shall be deemed a separate violation.

(ef) Payment shall be made, either by mail or in person, to the violations bureau within the time specified upon the citation. If a person follows these procedures and makes payment, he shall be deemed to have admitted to the infraction and to have waived his/her right to a hearing on the issue of the commission of the infraction.

(fg) All fines collected as a result of said citations (except those fines collected as a result of citations issued by municipal law enforcement officers, which shall be remitted by the clerk of the court directly to the municipality issuing the citation) shall be paid into the county treasury and deposited into the designated fund for the division. All mandatory costs as required by statute shall be assessed against every person convicted of a violation of this article ordinance.

(gh) Any person who fails to make payments within the time period specified on the citation shall be deemed to have waived his/her right to pay the civil penalty as set forth in the citation and shall appear before the county court.

(hi) Any person who elects to appear before the court to contest the citation shall be deemed to waive his/her right to pay the civil penalty. The court, after a hearing, shall make a finding as to whether a violation has occurred and may impose a civil penalty not to exceed five hundred dollars (\$500.00) plus court costs.

(ij) If a person fails to pay the civil penalty or fails to appear in court to contest the citation, ~~s/he/she~~ shall be deemed to have waived his/her right to contest the citation and, in such case, a default judgment shall be entered and the judge shall impose a fine. At that time an order to show cause may be issued. If the fine is paid, the case shall be dismissed. If the fine is not paid, judgment may be entered up to the maximum civil penalty of five hundred dollars (\$500.00) plus court costs.

(jk) Any person who refuses to sign and accept a citation issued pursuant to this article ordinance shall be guilty of a misdemeanor of the second degree, punishable as provided by sections Florida Statutes, § 775.082, 775.083 or 775.084, Florida Statutes.

(kl) The division may require mandatory court appearances for violations resulting in the issuance of a third or subsequent citation to a person. The citation shall clearly inform the person of the mandatory court appearance. The division shall maintain records to prove the number of citations issued to the person. Persons required to appear in court do not have the option of paying the fine instead of appearing in court.

**SECTION 265. Administrative Enforcement, Denial, Revocation and Suspension of Operating Permits/I.D. Badges.**

(a) The director is authorized to deny, suspend or revoke operating permits, tow truck decals, or I.D. badges upon written notice. Tow truck and immobilization companies are subject to denial, suspension or revocation when it appears that:

1. The tow truck or immobilization company and/or driver/operator has failed to comply with or has violated the provisions of this article ordinance.
2. The tow truck company has failed to comply with or has violated the provisions of Florida Statutes, Ch. 323, § 713.78 and § 715.07.



3. The operating permit or I.D. badge was obtained by an application in which any material fact was omitted or falsely stated.
4. Any tow truck or equipment owned or operated by the tow truck company and issued a decal pursuant to the artieleordinance has been operating in violation of this artieleordinance or any provision of law.
5. ~~In addition, a~~ An operating permit issued pursuant to this artieleordinance may be suspended or revoked when the director receives written notification that the immobilization company, or tow truck company, ~~or their~~the tow truck operator's officer, director or partner pled nolo contendere, pled guilty or has been convicted of any crime designated as a felony (as referenced in Section 5-(g)e)(1) (new applications/renewals and issuance of towing operating permit; fees) or any crime relating to motor vehicles. ~~The only exception to this rule may be when the civil rights of such individual has been restored.~~
6. Failed to comply with the terms of a cease and desist order, notice to correct a violation, written assurance of voluntary compliance, or any other lawful order of the director, the division, or the consumer affairs hearing board and/or special magistratehearing officer.
7. Failed to obtain or maintain insurance as required by this artieleordinance.
8. Misrepresented or concealed a fact on the application, renewal application, or replacement application for a license.
9. Engaged in any conduct as a part of the performance of any contract for service which constitutes a deceptive and unfair trade practice or fraud.

(b) Suspensions.

1. Any towing or immobilization company which has violated this artieleordinance as provided for in this section may have its operating permit suspended by action of the division director for a period not to exceed thirty (30) days. In such cases the director shall provide written notice to the company at least ten (10) days prior to the effective date of the suspension. ~~Any company which decides to appeal the suspension by the director must submit the written request for an appeal and applicable appeal fee to the consumer affairs division within that ten-day period. The written appeal will then effect a "stay" on the suspension until the consumer affairs hearing board/special master makes a final determination as to the merits of the suspension. The appeal hearing shall be conducted as provided for in section 19-207 (hearings and appeals). If the hearing board/special master affirms the action of the director, the suspension becomes effective the day following the decision of the hearing board/special master.~~
2. ~~(2)~~ ~~Any company which has had its operating permit suspended for a specific ordinance deficiency but fails to correct that deficiency after thirty (30) days shall have such operating permit revoked for a period of one (1) year from the date of the revocation notice. Such revocation may be appealed as provided for in section 19-2073~~ Notwithstanding other suspension, revocation or denial procedures included in this artieleordinance, where the action taken is based solely upon three (3) or more violations of this artieleordinance which resulted in civil fines/penalties, judgments or administrative orders entered by the ~~d~~Division and/or a conviction or plea of guilty or nolo contendere resulting from three (3) separate incidents/ complaints within a twelve (12)-month period shall result in the suspension of an operating permit for a period of four (4) -business days. The company is required to pay an administrative reactivation fee established by resolution of the Boardeommission before any towing or immobilization services can resume in Palm Beach County. Any company found operating during a period of suspension, revocation or denial shall have its operating permit or I.D. badge revoked for a period of one (1) year. This penalty shall be in addition to any other penalties, fines or enforcement action that may be assessed or brought by the division.
- 3.4 Notwithstanding other suspension, revocation or denial procedures included in this artieleordinance, where the action taken is based solely upon four (4) or more violations of this artieleordinance which resulted in civil fines/penalties, judgments or administrative orders entered by the division and/or a conviction or plea of guilty or nolo contendere resulting from four (4) separate incidents/complaints within a twelve (12)-month period shall result in the suspension of an operating permit for a period of eight (8) business days.



1 The company is required to pay an administrative reactivation fee established by resolution  
2 of the Board before any towing services can resume in Palm Beach County. Any company  
3 found operating during a period of suspension, revocation or denial shall have its operating  
4 period revoked for a period of one (1) year.

5 4.5 The division may suspend or revoke the operating permit of any tow truck or  
6 immobilization company which fails to comply with the insurance requirements of Section  
7 7 of this ordinance.

8 (c) Revocations. Except as provided in subsection (b)(2) above, any towing or immobilization  
9 company which has had its operating permit revoked as provided for in subsection (a)(1) – (9)  
10 above shall have such operating permit revoked for one (1) year from the date of the revocation  
11 notice. Such revocations may be appealed as provided for in Section 28.7. Operating permits  
12 that are revoked are not subject to reissuance for one (1) calendar year unless a different  
13 revocation period is specified elsewhere in this ordinance. A reactivation fee will be assessed  
14 prior to any reinstatement as authorized by Board resolution.

#### 15 **SECTION 276. Additional Penalties.**

16 Failure to comply with the requirements of this ~~article~~ordinance shall also constitute a  
17 violation of this ~~article~~ordinance, and the Consumer Affairs Ordinance of Palm Beach County  
18 (Ordinance No. 1377-03549, as amended). Violations of this ~~article~~ordinance may be punishable,  
19 upon conviction, pursuant to Florida Statutes, § 125.69(1), by a fine not to exceed five hundred  
20 dollars (\$500.00) per violation or imprisonment not exceeding sixty (60) days, or both such fine  
21 or imprisonment, or may subject the violator to civil fines based on the issuance of a civil citation.  
22 Each day of continuing violation shall be considered a separate offense. In addition to the sanctions  
23 contained herein, the county shall take any other appropriate legal action, including but not limited  
24 to, cease and desist orders, other administrative action and requests for temporary and permanent  
25 injunctions to enforce the provisions of this ~~article~~ordinance. It is the purpose of this  
26 ~~article~~ordinance to provide additional cumulative remedies.

#### 27 **SECTION 287. Hearings and Appeals.**

28 Upon receipt of a cease and desist order by the division, or upon receipt of a notice of the  
29 ~~notice of~~ denial, revocation, or suspension of an operating permit, or I.D. badge, which order or  
30 notice shall specify the grounds for the order, denial, suspension or revocation, the tow truck  
31 company, immobilization company, or tow driver ~~or tow driver I.D. badge~~ shall be entitled to an  
32 appeal according to the following:

33 ~~—(a)~~ Administrative appeal. Any tow truck or immobilization company or tow driver/operator,  
34 which has had an operating permit/badge, denied, revoked, or suspended by the division, may  
35 ~~may~~ appeal such decision to the consumer affairs hearing board/special

36 (a) ~~special magistrate master~~ within ~~ten (10) twenty business (20)~~ days of the order or denial being  
37 received receipt of the decision, by submitting a written request to the division. The appeal must  
38 set forth specific grounds including the facts that are alleged to support the appeal and  
39 applicable references to this ordinance. A nonrefundable filing fee must accompany the  
40 written request for appeal. The tow truck or immobilization company or tow driver may be  
41 represented by an attorney and shall be entitled to present a defense. The company or its  
42 attorney shall file a written notice of appeal signed by the company or its attorney requesting  
43 a hearing and setting forth a brief statement of the reasons thereof. The filing fee shall be  
44 established by resolution of the ~~Board~~commission. The appeal shall be reviewed at a hearing  
45 of the consumer affairs hearing board/special magistrate hearing officer ~~hearing officer~~ within sixty (60) days  
46 of receipt by the division of the notice of appeal.

47 (b) Upon receipt of such notice of appeal, the division shall set a time and place for such hearing  
48 and shall give the violator or attorney and the consumer affairs hearing board/special  
49 ~~magistrate hearing officer~~special master reasonable notice thereof. All hearings and appeals  
50 shall be scheduled and determined as promptly as practicable and in no event more than sixty  
51 (60) days from the date of the notice of the written notice of appeal was filed. Written notice  
52 of the time, date, and place of the hearing of the appeal by the division shall be served upon  
53 the appellant no later than twenty (20) days prior to the date of the hearing. Said notice of  
54 hearing, shall be by personal service, certified mail or posting in a conspicuous place at the  
55 tow truck or immobilization ~~company's~~immobilization company's place of business. Failure  
56 of the company to respond within the time frames specified herein or failure to appear at a duly  
57 noticed hearing shall be deemed a waiver of the right to hearing and an admission of the acts  
58 specified in the notice.



- 1
- 2 c). The written appeal to the consumer affairs hearing board/special magistrate will effect a “stay”  
3 on the order or action of the division pending a final determination as to the merits of the appeal  
4 by the consumer affairs hearing board/special magistrate. If the consumer affairs hearing  
5 board/special magistrate affirms the action of the division, the action becomes effective the  
6 day following the decision of the consumer affairs hearing board/special magistrate.
- 7
- 8 (d).The appeal of a violation, cease and desist order or other order of the division will be to  
9 determine whether reasonable evidence exists that the entity is in violation of any of the  
10 provisions of this ordinance.
- 11 (e).The appeal of a denial, revocation or suspension of an operating permit or I.D. badge shall be  
12 to determine whether the facts and circumstances reasonably support the denial, revocation or  
13 suspension based on the requirements and penalties authorized by the ordinance.
- 14
- 15 (f) For orders of revocation, suspension or denial that pertain to consent-only towing companies,  
16 only when such proceedings are related to public safety, the consumer affairs hearing board  
17 /special magistrate shall be required to determine if the order was reasonably related to  
18 safeguarding the public.
- 19 (g) The consumer affairs hearing board/special magistrate shall keep a full record of the hearing  
20 and shall furnish copies of the hearing record upon request at such cost as the Board deems  
21 appropriate by resolution.
- 22 (h) Procedure at the hearings: At the hearing, the tow truck company or immobilization company  
23 or tow driver applicant may bring documents and other data pertinent to the case, and will be  
24 given an opportunity to present witnesses and evidence as the company or driver deems  
25 appropriate. No formal procedures are required and the company or driver may be represented  
26 by counsel.
- 27 (i) For purposes of appeal, the FDLE criminal history/records reports and the State of Florida  
28 Department of Highway Safety and Motor Vehicles traffic/driving record report shall be  
29 deemed prima facie evidence and admitted into evidence before the consumer affairs hearing  
30 board/special magistrate.
- 31
- 32 (j) The consumer affairs hearing board/special magistratehearing officer shall hear the cases  
33 on the agenda. All testimony shall be under oath or by affirmation and shall be recorded. Each  
34 case before the consumer affairs hearing board/special magistratehearing officer shall be  
35 presented by the division. The consumer affairs hearing board/special magistratehearing  
36 officer shall take testimony from county staff, if relevant, the alleged violator, and other  
37 relevant testimony. Formal rules of evidence shall not apply, but fundamental due process shall  
38 be observed and govern the proceedings. Upon determination of the chairperson consumer  
39 affairs hearing board/special magistraten, irrelevant, immaterial or unduly repetitious evidence  
40 may be excluded, but all other evidence of a type commonly relied upon by reasonably prudent  
41 persons in the conduct of their affairs shall be admissible, including hearsay evidence, whether  
42 or not such evidence would be admissible in a trial in the courts of Florida. Copies of  
43 documentaryof documentary evidence and documents from recognized government websites  
44 are admissible. Due regard shall be given to the competent, reliable and technical evidence  
45 which will aid the consumer affairs hearing board/special magistratehearing officer in making  
46 a fair determination of the matter, regardless of the existence of any common law or statutory  
47 rule which might otherwise make improper the admission of such evidence.
- 48 (k) The consumer affairs hearing board/special magistratester shall consider the case record as  
49 well as the statement offered by any interested party and shall consider the matter de novo and  
50 shall, upon the basis of the record before it, affirm, modify or reverse the decision of the  
51 director.
- 52 (lh) If the consumer affairs hearing board/special magistratester affirms the decision of the  
53 director to deny, suspend or revoke an operating permit/I.D. badge, the suspension or  
54 revocation shall be effective from the date of the consumer affairs hearing board's/special  
55 magistratehearing officer's order. A decision to affirm the action of the director shall constitute  
56 final agency action for purposes of further appeal.



(m) Suspension of the operating permit/I.D. badge. If, at the conclusion of the hearing, the consumer affairs hearing board/special magistrate~~ster~~ decides to suspend the operating permit/I.D. badge, a time certain shall be set as the period of suspension. Prior to the end of such time certain, those violations for which the suspension was imposed shall be corrected; otherwise, the suspended permit(s) will be automatically revoked. An administrative reactivation fee shall be collected to reinstate the suspended permit(s). The administrative reactivation fee shall be established by resolution of the Board~~commission~~.

(n) Revocation of permit/I.D. badge. If, at the conclusion of the hearing, the consumer affairs hearing board/special magistrate~~ster~~ decides to revoke an operating permit the individual, driver or tow truck company shall remove and/or return the operating permit to the division. A tow truck company whose operating permit has been revoked shall not be eligible to reapply as a new applicant for a period of six (6) months from the date of revocation.

(o) At the conclusion of the hearing, the consumer affairs hearing board/special magistrate~~hearing officer~~ shall orally render its decision (order) based on the testimony and evidence entered into the record. The decision shall be by motion approved by the affirmative vote of a majority of those members present and voting. The Consumer affairs hearing board's decision shall be transmitted to the company in the form of a written order including findings of facts and conclusions of law consistent with the record. The order shall be transmitted by certified mail/hand delivery/ posting to the company or tow driver within ten (10) days after the hearing. The order may include a notice that it must be complied with by a specified date.

(p) The company or tow truck driver, as applicable, may appeal a final determination of the consumer affairs hearing board/-special magistrate~~hearing officer~~ within twenty (20) days of the rendition of the decision by filing a petition for writ of certiorari in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida and complying with all procedures related to such process.

(q)~~qk~~ If the consumer affairs hearing board/special magistrate ~~special-master~~ reverses the decision of the director, it shall direct the director to issue or restore the tow truck operating permit/I.D. badge.

(r)~~rf~~ In the event a written notice of appeal and accompanying filing fees are not submitted within the times frames outlined in this article~~ordinance~~, the decision of the director shall prevail.

(s)~~sm~~ Effect of appeal. The appeal of the decision of the director to suspend or revoke an operating permit/I.D. badge shall stay the effective date of the suspension or revocation.

#### **SECTION 298. Scope of ~~article~~Ordinance.**

(a) The provisions of this article~~ordinance~~ and the relevant Florida Statutes shall be the exclusive regulations applicable to immobilization, towing, recovery and removal of vehicles/vessels in Palm Beach County and all storage provided therewith. This article~~ordinance~~ shall be applicable in both the unincorporated and incorporated areas, except that this article~~ordinance~~ shall not apply to immobilization companies performing immobilization services as part of a contractual relationship with a government agency nor in any municipality that has adopted and maintains in effect ordinances or regulations governing the same matters.

(b) Nothing in this article~~ordinance~~ shall be construed to prohibit the discharge or storage of a vehicle or vessel lawfully recovered, towed, immobilized or removed in another county and lawfully transported into Palm Beach County.

#### **SECTION 308. Repeal of Laws in Conflict.**

All local laws and ordinances in conflict with any provisions of this Ordinance are hereby repealed to the extent of such conflict as it relates to the enforcement of this Ordinance only.

#### **SECTION 318. Savings Clause**

Notwithstanding Section 30, Repeal of Laws in Conflict, all administrative and court orders, fines and pending enforcement issued pursuant to the authority and procedures established by Ordinance 2011-00805-009 shall remain in full force and effect.

#### **SECTION 328. Inclusion in the Code of Laws & Ordinances.**

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Palm Beach County, Florida. The sections of this Ordinance may be renumbered



or relettered to accomplish such, and the words "ordinance," "article," "section," "subsection," or "paragraph" may be changed to any other appropriate word to accomplish codification.

**SECTION 338. Severability~~article.~~**

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

**SECTION 348. Effective Date~~article.~~**

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

**APPROVED and ADOPTED** by the Board of County Commissioners of Palm Beach County, Florida, on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

**JOSEPH ABRUZZO, CLERK**

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: ~~—~~ \_\_\_\_\_  
Director, Public Safety Department

**EFFECTIVE DATE:** Filed with the Department of State on the \_\_\_\_ day of \_\_\_\_\_, 2022.



**Palm Beach County**  
**TOWING AND IMMOBILIZATION SERVICES**  
**ORDINANCE 2022-**

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

5 **WHEREAS**, sections 125.0103(b), and 166.043(c), Florida Statutes, empowers the Board  
6 of County Commissioners to enact regulations pertaining to the towing and immobilization  
7 industries, including the authority to regulate maximum rates when vehicles are towed or  
8 immobilized; and  
9

10 **WHEREAS**, Chapter 19, Ordinance VIII of the Palm Beach County Code is being  
11 amended to update and clarify the regulations and procedures for towing and to establish  
12 regulations and procedures for immobilization services; and  
13

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

18 **WHEREAS**, the Board of County Commissioners of Palm Beach County finds it to be in  
19 the best interest of the County, its citizens and its visitors to permit and regulate non-consent and  
20 consent towing and immobilization services and to protect the health, safety and welfare of the  
21 citizens and visitors of Palm Beach County, and to ensure uniform, fair and consistent service  
22 rates, fees and procedures for towing, storage and immobilization services; and  
23

24 **WHEREAS**, the Board of County Commissioners of Palm Beach County hereby amends  
25 Palm Beach County Code Chapter 19, Ordinance VIII (Ordinance No. 2011-008).  
26

27 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**  
28 **COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:**  
29

30 **SECTION 1. Title.**

31 This ordinance shall be known and cited as the Towing and Immobilization Services  
32 Ordinance of Palm Beach County, Florida.  
33

34 **SECTION 2. Definitions.**

35 **For the purposes of this ordinance, the following definitions shall apply:**

36 ***Administrative/Lien fee*** shall mean the fee that is charged for title and lien search, advertising  
37 costs, and notification of lien holder and owner of the whereabouts and charges against a vehicle  
38 or vessel incurred by a tow truck company.

39 ***Advertisement*** shall mean any statement made in connection with the solicitation of a tow  
40 truck company or immobilization company and includes without limitation, statements and  
41 representations made in a newspaper, telephone directory or other publication, radio, television,  
42 electronic medium or contained in any notice, handbill, business card, sign, catalog, billboard,  
43 brochure, poster or letter.

44 ***Applicant*** shall mean any person who applies for an operating permit with Palm Beach County.  
45 In the case of partnerships, associations, corporations and other legal entities, "applicant" shall also  
46 mean any member of a partnership and the corporate officers and directors.

47 ***Application*** shall mean the questionnaire with supporting documentation required to be  
48 submitted to the division in order to obtain an operating permit, ID badge or renewal or either.  
49 The application and instructions are obtained from the division.

50 ***Article*** shall mean Chapter 19, Ordinance VIII of the Palm Beach County Code, the Towing  
51 and Immobilization Services Ordinance as may be amended from time to time.

52 ***Authorized driver/agent*** shall include the person who is empowered to act on behalf of the  
53 vehicle owner and the vehicle lien holder.

54 ***Board*** shall mean the Board of County Commissioners of Palm Beach County, Florida.

55 ***Compensation*** shall mean the exchange of goods or services for money, property, service or  
56 anything else of value.



1       **Consent tow** shall mean the recovery, towing and storage of a vehicle or vessel with the  
2 authorization/consent of the vehicle/vessel owner or authorized driver.

3       **Consent tow truck company** shall mean a person(s) who tows a motor vehicle/vessel with the  
4 authorization/consent of the vehicle/vessel owner or authorized driver/agent.

5       **Consent-only towing operating permit** shall mean the authority required by the provisions of  
6 this ordinance of any individual or towing company engaging in the business of performing  
7 consent-only towing of vehicles/vessels.

8       **Conviction** shall mean any judicial determination of conviction, adjudication withheld or plea  
9 of nolo contendere from a court of competent jurisdiction.

10       **Credit card convenience fee** shall mean a fee that can be assessed and added to an invoice if a  
11 credit card is used for the transaction. The fee is intended to offset the cost associated with  
12 accepting credit card payments and is established by Board resolution.

13       **Director** shall mean the director of the Consumer Affairs Division.

14       **Division** shall mean the Consumer Affairs Division of the Public Safety Department of Palm  
15 Beach County designated to implement, enforce, interpret and monitor compliance with this  
16 Ordinance and includes the employees of the division.

17       **Duly authorized agent** shall mean a person designated by and acting on behalf of a real  
18 property owner per contractual agreement to request private property impounds or immobilization  
19 services. The duly authorized agent shall have no affiliation with the tow truck company or the  
20 immobilization company providing the service. The real property owner shall only appoint duly  
21 authorized agents which have a direct connection to the property (e.g., board member, employee  
22 of the property management company or home/condo owner's association, employee of the real  
23 property owner or state of Florida licensed security agency contracted by the real property owner  
24 or manager).

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

29       **Extra time at scene/labor** shall mean any extra time beyond one-half hour, needed to safely  
30 remove a vehicle or vessel and shall also include the amount of time spent at a scene when a tow  
31 truck has been summoned and is on scene but unable to proceed through no fault of the tow truck  
32 operator. All extra time/labor shall be documented by the tow truck driver and shall include the  
33 name of the law enforcement agency and the law enforcement agency case number or the officer's  
34 name and badge number. The documentation shall also include a detailed explanation of the  
35 services rendered which necessitated the charges and if possible photographs of the scene. Extra  
36 time/labor shall be charged in fifteen-minute increments.

37       **Good faith effort** shall mean that required steps have been performed by the tow truck  
38 company according to section 713.78(4), Florida Statute to locate the vehicle/vessel owner or lien  
39 holder.

40       **Gross weight** shall mean the weight of a tow truck in pounds plus the weight of the  
41 vehicle(s)/vessel(s) and contents being towed.

42       **Immobilization** shall mean the act of installing a mechanical device to a parked vehicle or  
43 vessel so as to prohibit the usual manner of movement.

44       **Immobilization operator** shall mean the person who is responsible for placing the  
45 immobilization device on the vehicle or vessel.

46       **Light reflective sign** shall mean an 18 inch wide by 24 inch high sign made of aluminum (at  
47 least .040 thickness) or fiber reinforced plastic (at least .090 thickness). The entire background  
48 surface and all lettering must at a minimum be Type I Engineered Grade Sheeting (ASTM D4956-  
49 01) or 3M Engineer Grade Prismatic Reflective Sheeting Series 3430 (or equivalent). The letters  
50 may be screen printed on the Type I sheeting using a compatible transparent ink so that the retro  
51 reflection is maintained and visible.

52       **Mechanical connection** shall mean any type of physical connection between a vehicle or  
53 vessel to be towed and the tow truck/flatbed truck/car carrier and includes the use of devices for  
54 maneuvering unattended vehicles/vessels unable to be safely moved by conventional winching or  
55 towing equipment.



1       **Non-consent tow** shall mean the recovery, towing, removal and storage of a vehicle or vessel  
2 without authorization of the vehicle/vessel owner or authorized driver and shall include both  
3 "police directed tows" and "private property impounds" as defined herein.

4       **Non-consent towing company** shall mean person(s) who perform "police directed tows" or  
5 "private property impounds" as defined herein.

6       **Operate** shall mean providing the services of recovering, towing, removing or immobilizing  
7 vehicles or vessels and any vehicle/vessel storage services associated therewith.

8       **Operating permit** shall mean the document, certificate or license issued by the division which  
9 evidences the authority for a person to either: 1) engage in the activity of recovering, towing,  
10 removing and storage of vehicles for compensation, or 2) engage in the activity of immobilization  
11 for compensation. As used in this ordinance, an operating permit does not mean a municipal or  
12 county business tax receipt.

13       **Operator** shall mean any person who provides the services of recovering, towing,  
14 immobilizing or removing vehicles and any vehicle storage services associated therewith and  
15 includes without distinction the owning entity of a towing firm and the driver of a tow truck.

16       **Permit period** shall mean the one (1) year beginning on January 1 and terminating on  
17 December 31 of each year.

18       **Person** shall mean any natural person, firm, partnership, association, corporation or other  
19 entity of any kind whatsoever.

20       **Place of business** shall mean the place designated as the primary business office of the tow  
21 truck and/or immobilization company that provides towing, immobilization, removal, recovery  
22 and/or storage services.

23       **Police directed tow** shall mean the removal and storage of wrecked or disabled vehicles or  
24 vessels at the direction of police/law enforcement from an accident scene or the removal and  
25 storage of a vehicle in the event the vehicle owner or driver is incapacitated, unavailable, leaves  
26 the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does  
27 not consent to the removal of the vehicle or vessel, excepting, however, all incidents of "private  
28 property impounds" as herein defined below.

29       **Prior express instruction** shall mean a clear, definite and explicit request that meets all the  
30 requirements of Section 14 herein; and: a) is a police directed tow to recover, tow, remove, or store  
31 a specific and individual vehicle or vessel which is disabled, abandoned, or parked without  
32 authorization or whose vehicle/vessel owner or authorized driver is unable or unwilling to remove  
33 the vehicle; or b) made in writing by a real property owner or duly authorized agent of the real  
34 property owner, as specifically referenced on the written contract between the real property owner  
35 and tow truck company, to recover, tow, remove and store a specific and individual vehicle or  
36 vessel parked without permission of the real property owner. The tow truck company, an employee  
37 or agent thereof shall not be the designated agent of the real property owner for the purpose of  
38 providing prior express instruction to recover, tow, remove or store the vehicle or vessel.

39       **Private property impound** shall mean towing or removal of a vehicle or vessel, without the  
40 consent of the vehicle/vessel owner or driver when that vehicle/vessel is parked on real property,  
41 as authorized by section 715.07, Florida Statute as may be amended.

42       **Real property owner** shall mean that person who exercises dominion and control over real  
43 property, including but not limited to, the legal title holder, lessee, designated representative of a  
44 condominium or homeowner's association or any person authorized to exercise or share dominion  
45 and control over real property; provided, however, that "real property owner" shall not mean or  
46 include a person providing towing or immobilization services within the purview of this ordinance.

47       **Real property** shall mean real estate, land, structures and things affixed to it that are not  
48 movable and that are not personal property.

49       **Recover** shall mean to take possession of a vehicle or vessel and its contents and to exercise  
50 control, supervision and responsibility over it, but does not include immobilization.

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

53       **Remove** shall mean to change the location of a vehicle/vessel by towing it.

54       **Revoke** shall mean to annul and make void the operating permit of a tow truck or  
55 immobilization company, or the I.D. badge of a tow truck driver.



1       **Storage** shall mean to place and leave a towed vehicle or vessel at a location where the person  
2 providing the towing services exercises control, supervision and the responsibility over the vehicle.

3       **Storage yard also known as a storage facility** shall mean the location where towed vehicles  
4 or vessels are stored.

5       **Tow** shall mean to haul, draw or pull along a vehicle or vessel by means of a tow truck  
6 equipped with booms, car carriers, winches, lifts, hook-up or similar commercially manufactured  
7 equipment.

8       **Towing** shall mean the act of moving one (1) vehicle or vessel from one (1) point to another  
9 (including hook-up, lift, and transport) using what is commonly referred to as a tow truck or a car  
10 carrier.

11       **Tow truck** shall mean any vehicle used to tow, haul, carry or to attempt to tow, haul or carry  
12 a vehicle or vessel.

13       **Tow truck company** shall mean any person, company, corporation, or other entity, which  
14 engages in, owns or operates a business which provides towing, recovery, removal and storage of  
15 vehicles or vessels for compensation.

16       **Tow truck decal** shall mean a decal placed upon any tow truck granted approval to provide  
17 towing services by the division.

18       **Tow truck driver** shall mean the individual who is driving or physically operating a tow truck  
19 for a tow truck company engaged in tows.

20       **Unfair or deceptive trade acts or practices** shall mean unfair methods of competition,  
21 unconscionable acts or practices and unfair deceptive acts or practices in the conduct of any  
22 consumer transaction and shall include but are not limited to the following:

- 23       (1) Representations that goods or services have sponsorship, approval, characteristics,  
24 ingredients, uses, benefits, or quantities which they do not have;
- 25       (2) Representations that a person or tow truck company has a sponsorship, approval, status,  
26 affiliation or connection which he or she does not have;
- 27       (3) Representations that goods are original or new if in fact they are not, or if they are  
28 deteriorated, altered, reconditioned, reclaimed, or second-hand;
- 29       (4) Representations that goods are of a particular standard, brand, quality, style, or model, if  
30 they are of another;
- 31       (5) Representations that goods or services are those of another, if they are not;
- 32       (6) Using deceptive representations or designations of geographic origin in connection with  
33 goods or services;
- 34       (7) Advertising goods or services intending not to sell them as advertised;
- 35       (8) Advertising goods or services with intent not to supply reasonable expectable public  
36 demand, unless the advertisement discloses a limitation of quantity;
- 37       (9) Making false or misleading statements concerning the need for, or necessity of, any  
38 goods, services, replacements, or repairs;
- 39       (10) Disparaging the goods, services, or business of another by false or misleading  
40 representations of fact;
- 41       (11) Making false or misleading statements of fact concerning the reasons for the existence  
42 of, or amounts of price reductions;
- 43       (12) Failing to return or refund deposits or advance payments for goods not delivered or  
44 services not rendered, when no default or further obligation of persons making such  
45 deposits or advance payments exists;
- 46       (13) Taking consideration for goods or services intending not to deliver such goods or perform  
47 such services, or intending to deliver goods or provide service materially different from  
48 those contracted for, ordered or sold;
- 49       (14) Offering gifts, prizes, free items, or other gratuities, intending not to provide them as  
50 offered in connection with a sale of goods or services to a consumer;



- (15) Making false or misleading statements concerning the existence, terms, or probability of any rebate, additional goods or services, commission, or discount offered as an inducement for the sale of goods or services;
- (16) Using physical force, threat of physical force, or coercion in dealing with consumers;
- (17) Any violation of the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes, Section 501.201 et seq.;

*Vehicle* shall mean an automobile, truck, bus, trailer, motorcycle, moped, motorized scooters, recreational unit primarily designed as temporary living quarters which either has its own motive power or is drawn by another vehicle, or any other mobile item using wheels and being operated on the roads of Palm Beach County, which is used to transport persons or property and is propelled by power other than muscular power; provided, however, that the term does not include bicycles, traction engines, road rollers, commercial heavy equipment or vehicles which run only upon a track.

*Vehicle or vessel owner* shall mean a person with the "proof of ownership" described in this ordinance.

*Vessel* shall mean every description of watercraft, barge and air boat used or capable of being used as a means of transportation on water, other than a seaplane or a "documented vessel" as defined in section 327.02, Florida Statute.

**SECTION 3. Tow Truck Class Specifications.**

All towing vehicles and its equipment must meet the following requirements and be commercially manufactured and meet all federal and state transportation and tow truck requirements.

(a) Class A ratings.

Tow truck:

1. Minimum gross weight . . . . . 14,500 lbs.
2. Minimum boom capacity.....16,000 lbs.
3. Minimum winching capacity. . . . . 8,000 lbs.
4. Minimum cable size and length. . . . . 3/8" x 100'
5. Minimum wheel lift retracted rating. . . . . 5,000 lbs.
6. Minimum wheel lift extended rating. . . . . 4,000 lbs.
7. Minimum tow sling safe lift. . . . . 3,500 lbs.
8. Minimum safety chains (2 each). . . . . 5/16" grade 70
9. Minimum cab to axle dimension . . . . . 60"

Car carrier:

1. Minimum gross weight. . . . . 15,000 lbs.
2. Minimum deck capacity . . . . . 10,000 lbs.
3. Minimum length . . . . . 19'
4. Minimum winching capacity . . . . . 8,000 lbs.
5. Minimum cable size and length . . . . . 3/8" x 50'
6. Minimum tie down chains (4 each). . . . . 5/16" grade 80
7. Tie down straps (optional) (4 each), , , , , , , , 2,000 lbs. each wheel
8. Minimum cab to axle dimension. . . . . 120"

Light duty—Non-police towing:

1. Minimum gross weight. . . . . 9,500 lbs.
2. Minimum weight of tow truck . . . . . 4,000 lbs.
3. Minimum wheel lift extended rating. . . . . 2,500 lbs.
4. Minimum cab to axle dimension . . . . . 60"

(b) Class B Ratings (Medium Duty)

Tow truck:



1. Minimum gross weight. . . . . 19,000 lbs.
  2. Minimum boom capacity . . . . . 24,000 lbs.
  3. Minimum winching capacity . . . . . dual 12,000
  4. Minimum cable size and length . . . . . 7/16" × 150'
  5. Minimum wheel lift retracted rating . . . . . 10,500 lbs.
  6. Minimum wheel lift extended rating . . . . . 6,500 lbs.
  7. Minimum tow sling safe lift. . . . . 3,500 lbs.
  8. Minimum safety chains (2 each) . . . . . 3/8" grade 80
  9. Minimum cab to axle dimension . . . . . 96"
  10. Required state DOT registration.
- Car Carrier:
1. Minimum gross weight. . . . . 22,500 lbs.
  2. Minimum deck capacity . . . . . 10,000 lbs.
  3. Minimum wheel lift capacity for 2<sup>nd</sup> vehicle . . . . . 4,000 lbs.
  4. Minimum length. . . . . 19'
  5. Minimum winching capacity . . . . . 8,000 lbs.
  6. Minimum cable size and length . . . . . 3/8" × 50'
  7. Minimum tie down chains (4 each) . . . . . 5/16" grade 80
  8. Tie down straps (optional) (4 each). . . . . 2,000 lbs. each wheel
  9. Minimum cab to axle dimension . . . . . 120"
  10. Required state DOT registration.
- (c) Class C Tow Truck—Ratings (Heavy Duty).
1. Minimum gross weight. . . . . 33,000 lbs.  
Air brakes, all tires H rated, capacity must equal axle rating. Device required to control disabled vehicle's brakes.
  2. Minimum boom capacity . . . . . 50,000 lbs.
  3. Minimum winching capacity. . . . . 50,000 lbs.
  4. Minimum cable size and length . . . . . 5/8" × 150'
  5. Minimum wheel lift retracted rating. . . . . 40,000 lbs.
  6. Minimum wheel lift extended rating. . . . . 12,000 lbs.
  7. Minimum tow bar. . . . . 10,000 lbs.
  8. Minimum safety chains (2 each) . . . . . 1/2" grade 80
  9. Minimum cab to axle dimension, . . . . . 156"
  10. Required state DOT registration.
- (d) Class D Tow Truck—Ratings (Ultra Heavy Duty)
1. Minimum gross weight . . . . . 58,000 lbs.  
Air brakes, all tires H rated, capacity must equal axle rating. Device required to control disabled vehicle's brakes. Tandem axles required.
  2. Minimum boom capacity . . . . . 100,000 lbs.
  3. Minimum winching capacity . . . . . 100,000 lbs.
  4. Minimum cable size and length . . . . . 3/4" × 250'
  5. Minimum wheel lift retracted rating. . . . . 40,000 lbs.
  6. Minimum wheel lift extended rating. . . . . 15,000
  7. Minimum heavy-duty tow bar rating. . . . . 10,000 lbs.
  8. Minimum safety chains (2 each). . . . . 1/2" grade 80
  9. Minimum cab to axle dimension. . . . . 18"
  10. Required State DOT registration.



1 **SECTION 4. Operating Permit Required.**

- 2 (a) It shall be unlawful for any person to recover, tow, remove, store or immobilize a vehicle or  
3 vessel for compensation in Palm Beach County or to employ, authorize or permit any other  
4 person to recover, tow, remove, store or immobilize a vehicle or vessel in Palm Beach County  
5 without first obtaining and maintaining a current and valid operating permit pursuant to the  
6 provisions of this ordinance.
- 7 (b) Tow truck companies whose principal place of business is located outside Palm Beach County  
8 that provide consent-only towing services in Palm Beach County shall be exempt from the  
9 operating permit provisions of this ordinance, except that such tow truck companies are  
10 required to be permitted if the company picks-up and drops-off a vehicle or vessel solely  
11 within Palm Beach County as one (1) complete service.
- 12 (c) The provisions of this ordinance shall not apply to governmental agencies, vehicle rental  
13 companies which tow their own vehicles, to businesses while utilizing trucks capable of  
14 transporting five (5) or more vehicles at one (1) time, or to persons who use a vehicle or vessel  
15 to transport a recreational vehicle solely for personal, family, or household use. Towing of  
16 motorcycles, recreational vehicles and boats fall under this exception.
- 17 (d) No person shall submit a bid nor shall any contract be awarded to recover, tow, remove, store  
18 or immobilize vehicles or vessels for the Board, unless the bidder, proposer, or responder has  
19 a valid and current operating permit for towing or immobilization services as applicable,  
20 issued pursuant to this ordinance. Nothing herein shall prevent the County from contracting  
21 for more stringent requirements than set forth in this ordinance.

22  
23 **SECTION 5. New Applications/Renewals and Issuance of Operating Permit; Fees.**

- 24 (a) The division shall issue, as applicable, either a towing operating permit, and/or a consent-only  
25 towing operating permit, and/or an immobilization operating permit to tow truck companies or  
26 immobilization companies which have met the criteria and requirements for an operating  
27 permit as provided for in this ordinance.
- 28 (b) Every application for an operating permit shall be in writing, signed and verified by the  
29 applicant, filed with the division, and accompanied by the required operating permit  
30 application fee. The application shall be on a form prescribed by the division and shall contain  
31 information, including but not limited to:
- 32 1. Sufficient information to identify the applicant, including but not limited to, full legal  
33 name, date of birth, telephone numbers, the place of business and residence addresses, a  
34 copy of the applicant's Palm Beach County Business Tax Receipt and Florida Identification  
35 Card or Florida driver's license number. If the applicant is a corporation, the foregoing  
36 information shall be provided for each corporate officer, director, registered agent or  
37 shareholder. If the applicant is a partnership, the foregoing information shall be provided  
38 for each general and limited partner. Post office box addresses shall not be accepted.
  - 39 2. Documentation demonstrating that all corporate or partnership applicants are qualified  
40 under the laws of Florida to do business under the trade name or names under which it has  
41 applied for an operating permit.
  - 42 3. A list of all persons with any ownership interest in the company who have previously been  
43 denied an operating permit from this or any other jurisdiction.
  - 44 4. Verification of the business' current corporate status and fictitious name registration (if  
45 applicable) with the State of Florida.
  - 46 5. Any trade name under which the business operates, intends to operate, or has previously  
47 operated.
  - 48 6. The location and physical addresses of all places of business including storage facilities;  
49 as applicable.
  - 50 7. A description of services proposed to be provided, including, but not limited to, days and  
51 hours of operation and types of towing and storage services, or immobilization services to  
52 be provided.
  - 53 8. Proof of insurance as required in Section 7 (insurance requirements). As proof of insurance,  
54 a certificate of insurance must be submitted on the company's behalf directly to the division  
55 by the insurance company or agent.



- 1       9. A signature of each individual applicant, president or vice-president of a corporation and  
2       of all the general and limited partners of a partnership having twenty-five (25) percent or  
3       greater ownership in the company.
- 4       10. The submission of a statement assuring that each tow truck is commercially manufactured,  
5       meets the specifications listed herein, is in safe operating condition and receives routine  
6       service/maintenance.
- 7       11. An agreement on the part of the applicant to abide by the provisions of this ordinance and  
8       the laws of the State of Florida.
- 9       12. Such additional information required by the division to process the application.
- 10      (c) The division shall review and investigate each application of an operating permit. In the case  
11      of an applicant that is not an individual, the applicant entity and any member of a partnership  
12      and the corporate offices and directors owning twenty-five (25) percent or more must meet  
13      the requirements of this ordinance in order for the applicant to be eligible for an operating  
14      permit. The division shall deny any application that is incomplete or untrue in whole or in  
15      part, or which fails in any way to meet the requirements of this ordinance.
- 16      (d) The applicant for permit shall not have pending criminal, administrative, or enforcement  
17      proceeding in this or any jurisdiction, nor shall the applicant's operating permit be currently  
18      under suspension or revocation in this or any jurisdiction based upon conduct that would  
19      result in suspension or revocation of an operating permit under this ordinance. Application  
20      of this specific provision to consent-only towing companies is limited to proceedings that  
21      relate to public safety. Pending criminal, administrative or enforcement proceedings in any  
22      jurisdiction will result in a provisional operating permit that is dependent on the final  
23      disposition of the pending proceedings, unless the allegations and facts relate to a significant  
24      public safety issue. In such cases, the permit will be denied pending the outcome of the  
25      proceedings. The operating permit will be subject to revocation or suspension as appropriate  
26      following the conclusion of pending criminal, administrative or enforcement proceeding if  
27      the applicant no longer meets all eligibility requirements of this ordinance. Fees, fines or  
28      penalties resulting from the pending enforcement proceeding must be satisfied pursuant to  
29      Section 25 or the provisional operating permit will be revoked.
- 30      (e) Applicants are required to have satisfied all civil and administrative fines, fees, costs,  
31      penalties or judgments arising out of an administrative or enforcement action brought by: 1)  
32      the division, including any cease and desist orders and/or assurances of voluntary compliance  
33      issued by the division, pertaining to towing or immobilization regulations or applicable  
34      statutes, or 2) another governmental agency of any jurisdiction based upon conduct that  
35      would be a violation of this ordinance, including a violation of towing or immobilization  
36      regulations in another jurisdiction. All such civil fines, fees, penalties or judgments must be  
37      paid in full and satisfied prior to issuance or renewal of an operating permit under this  
38      ordinance, unless the applicant presents proof of a payment plan that is current and  
39      evidencing good faith intent to satisfy any such fines, costs, judgments, penalties or fees that  
40      are outstanding.
- 41      (f) If an applicant or a director, officer, owner or partner of the applicant, owning at least twenty-  
42      five (25) percent had the entity operating permit revoked within one (1) year prior to the date  
43      of application, in this or any other jurisdiction, the applicant is not eligible for an operating  
44      permit until the expiration of one (1) year from date of revocation.
- 45      (g) The following are disqualifying offenses for applicants for towing or immobilization services  
46      permits:
  - 47          1. No time limit. Any conviction relating to sex crimes, the use of a deadly weapon, homicide,  
48          false imprisonment, kidnapping, violent offense against a law enforcement officer under  
49          section 775.0823, Florida Statute, and any felony conviction for violence against a  
50          government or civil servant including but not limited to a paramedic, firefighter, law  
51          enforcement or other government or civil servant. The applicant must not have been  
52          adjudicated a habitual violent felony offender under section 775.084, Florida Statutes.
  - 53          2. Convictions. The applicant has been convicted of, found guilty of, or pled guilty or no  
54          contendere to, regardless of the adjudication of guilt, within the last ten (10) years from  
55          date of application of any of the following or substantially similar statutory offenses as  
56          may be updated or amended involving: repossession of a motor vehicle under Florida  
57          Statutes, Ch. 493, repair of a motor vehicle under Florida Statutes, §§ 559.901—559.9221,  
58          theft of a motor vehicle under Florida Statutes, § 812.014, carjacking under Florida



Statutes, § 812.133, operation of a chop shop under Florida Statutes, § 812.16, failure to maintain records of motor vehicle parts and accessories under Florida Statutes, § 860.14, airbag theft or use of fake airbags under Florida Statutes, § 860.145 or § 860.146, overcharging for repairs and parts under Florida Statutes, § 860.15, or violation of the towing or storage requirements for a motor vehicle under Florida Statutes, § 321.051, Ch. 323, § 713.78, § 715.07, or any felony conviction involving a towed or immobilized vehicle or theft of property.

3. Conviction of a felony by the applicant within the last five (5) years before the date of application which relates to public safety or demonstrates that the applicant cannot be trusted to safeguard the public's health, safety, welfare and/or property.

4. Any criminal, administrative, or enforcement proceeding in any jurisdiction based upon conduct involving a violation of this ordinance or other towing regulations. This paragraph shall apply to consent-only towing companies when such proceedings from other jurisdictions relate to public safety.

5. Any unsatisfied judgments entered in an action brought by the division under this ordinance.

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

(h) Exemptions: If an applicant had a valid operating permit on the effective date of the revision of this ordinance, the applicant shall be exempt from any new disqualifications and/or requirements, and shall be permitted to continue to maintain its operating permit provided the operating permit does not lapse for a period of twelve (12) or more months. However, if the applicant or any director, officer, owner or partner is convicted of a new offense after the effective date of the revision of this ordinance, that is a disqualifier under this ordinance, or if new administrative or enforcement proceedings are initiated against the applicant in this or another jurisdiction, such that the applicant would not be eligible for an operating permit based on the new proceedings then the tow truck company or immobilization company's operating permit is subject to revocation.

1. Operating permits expired for twelve (12) or more months cannot be reactivated. This exemption shall not be applied to new applications for operating permits initiated after the effective date of the revision of this ordinance. This subsection only applies to the applicant entity as it existed on the effective date of the revision of this ordinance and shall not be applied to exempt a director, officer, owner or partner joining the applicant after the effective date of the revision of this ordinance.

2. All tow truck companies and immobilization companies which desire to operate in Palm Beach County must secure an operating permit and follow the permitting procedures described in this section prior to conducting business. Immobilization companies must secure an operating permit within ninety (90) days from the effective date of the ordinance revision. If there are six (6) months or less remaining before the division's annual operating permit renewal date, the nonrefundable fee for the operating permit shall be fifty (50) percent of the operating permit fee. All other fees are required to be paid in full.

(i) Each operating permit issued pursuant to this section shall be valid and effective for one (1) year, beginning on January 1 and terminating on December 31 of each year. Failure to submit an operating permit application and the required nonrefundable fee for renewal by September 30 of each year will result in the assessment of a nonrefundable late fee. All fees shall be established by a resolution of the Board.

(j) An applicant failing to submit a complete application with all required supporting records within thirty (30) calendar days after the division's receipt of the application shall be denied a renewal or initial operating permit. Within ten (10) business days of receipt of the division's notice of denial, the applicant may refile a complete application with supporting documentation and pay a nonrefundable application re-filing fee established by a resolution of the Board. Failure to refile a complete application within this ten (10) day period results in the initial application being denied. However, applicants who do not satisfy the application defects within the ten (10) days will be allowed to resubmit a new application with a nonrefundable application permit fee and if applicable additional tow truck decal fees. The failure to re-file and pay the required fees will result in the denial of the operating permit application for that licensing period.



- (k) After an initial application and every other year thereafter, the applicant shall submit to a background investigation.
- (l) Each operating permit shall be printed on a certificate containing, at a minimum, the name and address of the company, the name of the principal, the dates the operating permit is in effect, and the identifying number assigned by the division to the company. The operating permit certificate issued by the division shall remain the property of Palm Beach County and shall be used only under the authority of the division.
- (m) All operating permits shall be renewed annually. As a part of the renewal process, the original application shall be updated and verified by the applicant. Each updated renewal application shall be accompanied by a nonrefundable renewal fee. All operating permits which are not renewed shall automatically expire upon the expiration date of the operating permit, as stated on the operating permit, and all towing, storage and immobilization services shall cease immediately. The division shall deny each renewal application that is not timely, is incomplete, is untrue in whole or in part, is unaccompanied by the required fees, or results in a determination by the division that the applicant has failed to satisfy the requirements of this ordinance.
- (n) All services authorized by an operating permit issued by the division shall cease immediately upon the expiration of the operating permit, notwithstanding the filing of a renewal application, unless the division, in writing and on forms prescribed and executed by the division, expressly allows the operating permit to remain effective pending its review of the submitted renewal application.
- (o) An operating permit issued or renewed pursuant to the provisions of this section shall not be transferable, nor shall the ownership structure of the operating permit be so modified as to constitute a change in the control or ownership of the operating permit. If the business changes its name or ownership structure, a new business permit application and the business application permit fee shall be submitted to the division within forty-five (45) days of said change. In cases where the name of the business changes, the new business will be required to have each vehicle inspected and must also pay decal/vehicle fees.
- Any change in fictitious name has to be reported to the division within ten (10) business days. The fictitious name must be registered with the Florida Department of Corporations.
- (p) Failure to comply with or meet the criteria eligibility of this section may result in denial of an operating permit, revocation or suspension of the operating permit, a denial of renewal of an operating permit, issuance of a civil citation, a criminal conviction and/or other such remedies available to the division and law enforcement as permitted by law.
- (q) All fees collected shall be deposited in a separate county fund for the division's operation.

#### **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 of a tow truck company 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. (section 713.78(7)(b)(1) Florida Statute.
  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 (1) or more of the security methods defined herein. Tow truck companies which provide only indoor storage shall not exceed the maximum allowable outdoor storage rates established by the Board.
  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 (e.g., rain, hail, etc.) and man-made (e.g., 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



1 health. The indoor facility must be able to accommodate a minimum of at least two  
2 standard size vehicles.

3 4. Illuminate the storage yard with lighting of sufficient intensity to reveal persons and  
4 vehicles/vessels at a distance of at least one hundred fifty (150) feet during nighttime  
5 (section 713.78(7)(b)2, Florida Statute).

6 5. Each storage facility must use one (1) or more of the following security methods to  
7 discourage theft of vehicles/vessels or of any personal property contained in such  
8 vehicles/vessels:

9 a. A night dispatcher or watchman remaining on duty at the storage facility from sunset  
10 to sunrise;

11 b. A guard dog (as licensed and approved by the Palm Beach County Animal Care and  
12 Control Division) which remains at the storage facility from sunset to sunrise;

13 c. Security cameras or other similar electronic surveillance devices which monitor and  
14 record activities in the storage facility during the hours the business is closed to the  
15 public; or

16 d. A licensed security guard service which examines/patrols the storage facility at least  
17 once each hour from sunset to sunrise (section 713.78(7)(b)3, Florida Statute)..

18 6. An appropriate public office area protected from the weather and equipped with the  
19 approved sanitary facilities in accordance with the requirements of Chapter 64E-10, FAC.

20 (c) By resolution, the Board may establish a storage yard inspection fee.

21  
22 **SECTION 7. Insurance Requirements.**

23 (a) It shall be unlawful for any tow truck company to recover, tow, remove or store a  
24 vehicle/vessel until that company has filed with the division proof of current commercial  
25 insurance as follows: auto liability for each vehicle, general/garage liability, on-hook cargo  
26 liability and worker's compensation (as required by state law). The Board shall establish the  
27 minimum insurance limits by resolution for each insurance type. Further, the required  
28 insurance coverages must remain in effect and current during the term of the operating permit.  
29 Tow truck companies no longer providing tow services shall surrender and return the operator  
30 permit by written notification to the division in order to terminate insurance responsibilities  
31 under this ordinance.

32 (b) It shall be unlawful for any immobilization company to maintain a current operator permit or  
33 to immobilize a vehicle until that company has filed with the division proof of current  
34 commercial insurance. The Board shall establish the minimum insurance limits by resolution  
35 for each insurance type. Further, the required insurance coverages must remain in effect and  
36 current during the term of the operating permit. Immobilization companies no longer  
37 providing immobilization services shall surrender and return the operator permit by letter  
38 notification to the division in order to terminate insurance requirements under this ordinance.

39 (c) All insurance policies required shall be issued by insurance companies licensed and admitted  
40 to write commercial liability insurance in the State of Florida. No policy shall be accepted  
41 which is less than a six (6)-month duration. Each policy shall be endorsed to provide for thirty  
42 (30) days written notice to the division of any non-renewal of the policy or at least ten (10)  
43 days written notice to the division of any cancellation/non-payment of the policy.

44 (d) A properly completed certificate of insurance evidencing all insurance coverages shall be  
45 made available to the division upon application for an operating permit. Each certificate of  
46 insurance shall be submitted to the division directly from the insurer or an insurance agent.  
47 Each vehicle must be listed on the certificate(s) by its year, make and vehicle identification  
48 number. Certificates of insurance must contain the following name and address as certificate  
49 holder:

50 Board of County Commissioners  
51 of Palm Beach County  
52 c/o Division of Consumer Affairs  
53 50 South Military Trail  
54 West Palm Beach, FL 33415

55 Evidence of the renewal of the policy shall be filed with the division prior to such policy's  
56 expiration date. Failure to file such evidence of insurance, or failure to have same in full force



1 and effect, may result in denial of a permit, revocation or suspension of the permit, a denial  
2 of renewal of such permit, issuance of a civil citation, a misdemeanor charge or other such  
3 remedies available to the division herein.

4 (e) The division may deny, suspend or revoke the operating permit of any company for failure to  
5 obtain or maintain insurance as required by this ordinance. Any company which submits false  
6 or fraudulent insurance documents shall be subject to immediate denial or revocation. Such  
7 companies shall not be eligible to reapply for a business permit for five (5) years. The division  
8 shall notify the state department of financial services/division of insurance fraud for follow-  
9 up investigation and review. Upon denial, suspension or revocation of the business permit,  
10 the company shall be entitled to an appeal according to the provisions in Section 28 (hearings  
11 and appeals).

12 (f) The division shall suspend the operating permit of any company which fails to ensure that  
13 each and every registered vehicle associated with the company has:

14 1. A current certificate of insurance provided to the division by the authorized agent or  
15 insurance company no later than the date of expiration of its previous policy; or

16 2. A reinstatement notice provided to the division no later than the date of cancellation of  
17 said policy.

18 3. Any company which has had its business permit suspended more than two (2) times in  
19 any twelve-month period may have such permit revoked for a period of one (1) year.

20 (g) An "administrative insurance reactivation" fee established by resolution of the Board, shall be  
21 assessed all tow truck or immobilization companies that are suspended pursuant to subsection  
22 (e) above. The suspension shall not be withdrawn until the fee is paid to the division.

23 **SECTION 8. Tow Truck Registration; Tow Truck Standards; Decals.**

24 (a) It shall be unlawful to recover, tow or remove a vehicle/vessel or to provide storage in  
25 connection therewith unless the tow truck is registered with the division and each tow truck  
26 used to provide service displays in the lower left corner (driver side) of the front window, a  
27 current tow truck decal issued by the division. The tow truck decal remains the property of the  
28 division and can be used only under the authority of the division. Notwithstanding the  
29 foregoing, the county administrator or designee is authorized to exempt consent only tow truck  
30 companies from the decal requirement by order of the division during a declared state of  
31 emergency and extending for a period of forty five (45) days thereafter which may be extended  
32 for good cause by order of the county administrator or designee for an additional thirty (30)  
33 days in order to assist consumers in recovery following a disaster. During this emergency  
34 exemption requirement, consent tow truck companies shall notify the division of the need to  
35 operate. The division will maintain a registry of companies performing consent tows.

36 (b) The division shall issue tow truck decals for each tow truck to be used for services upon  
37 application and satisfactory inspection of each tow truck by the division conforming to the  
38 requirements of Florida law and this ordinance including but not limited to the following  
39 requirements:

40 1. Required permanent signage for each tow truck used for providing tow truck company  
41 services are as follows:

42 a) The tow truck clearly displays the company name on the exterior of the driver and  
43 passenger sides in permanently affixed letters in contrasting colors at least three (3)  
44 inches high.

45 b) The physical address of the tow truck company's primary business address must be  
46 permanently affixed to the tow truck;

47 c) The telephone number and operating permit number must be permanently affixed to the  
48 tow truck in at least one (1) inch high letters in contrasting colors on the exterior driver  
49 and passenger sides; and

50 d) Magnetic signage of any type is not allowed and will not satisfy the signage requirements  
51 set forth in this ordinance.

52 Notwithstanding the foregoing signage requirements, in the event the Florida legislature  
53 amends or changes any provision in section 715, Florida Statutes or amends or adds a  
54 similar Florida Statute to regulate or amend regulations on tow truck signage requirements,  
55 then the new or revised tow truck signage requirements in Florida Statutes shall take



precedence over any inconsistent or conflicting signage requirements set forth in this ordinance.

2. Submission of an affidavit to the division assuring that each tow truck is commercially manufactured and meets the specifications listed in Section 3 (tow truck class specification) and is in safe operating condition.

3. An application form prepared by the division shall be completed by the tow truck company, which correctly indicates the year, make, model, vehicle identification number, the State of Florida motor vehicle license plate number, and the expiration date of the license plate of each tow truck to be associated with the tow truck company. A copy of the State of Florida vehicle registration shall be provided to the division for each vehicle to be issued a decal.

4. Payment of a nonrefundable decal fee established by resolution of the Board. All fees shall be deposited into the designated fund for the division's operations.

5. Inspection of the tow truck by the division to ensure that the tow truck meets the minimum tow truck signage requirements and safety and equipment standards. The minimum safety requirements for all tow trucks shall be:

a. Compliance with Section 3 (tow truck class specification);

b. Vehicle and towing apparatus in safe operating condition pursuant to Florida Statutes, Ch. 316;

c. Tire conditions and tread;

d. Braking performance;

e. Lights—Head, parking, rear, signal and flood;

f. Amber emergency lighting;

g. Fire extinguisher;

h. Safety equipment—Flares and light reflective safety cones or red triangle highway warning reflectors; and

i. Flashlight.

Tow trucks used exclusively for police directed tows shall be required to also have the following:

a. "Oil dry" or its equivalent; and

b. Equipment—Crowbar/pryer, jumper cables, bolt cutters, four-way lug wrench, extra tow chain, five-gallon trash receptacle, fire axe, heavy duty push broom and shovel.

(c) Each tow truck that has a decal is required to be insured as set forth in Section 7 herein. In cases where a tow truck is removed from service, the decal must be returned to the division in order to terminate the insurance requirement and remove the tow truck from the tow truck company truck roster.

(d) Each tow truck decal issued pursuant to this section shall be valid and effective for one (1) year beginning on January 1 and terminating on December 31 of each year. Failure to renew the tow truck decal before its expiration will result in the assessment of a nonrefundable late fee. All fees shall be established by resolution of the Board.

(e) The tow truck decal remains the property of the division and can be placed, removed and used only under the authority of the division and will be associated by number to an individually identified tow truck. Current insurance is required for each tow truck with a decal. Decals can be surrendered and returned to the division to remove a tow truck from the operating permit for the company.

(f) It shall be unlawful and a violation of this ordinance for any tow truck company to alter or transfer ownership of any decal. If a tow truck is destroyed or sold, the tow truck company must remove said decal and surrender the remains to the division.

(g) Any additional tow trucks must comply with this section prior to being used for recovery, towing or removal of any vehicle/vessel. Upon compliance with this section, additional tow trucks acquired during the licensing year will receive a decal at a prorated fee. The prorated

1 fee shall be fifty (50) percent of the regular decal fee if there are six (6) months or less  
2 remaining before the annual decal renewal period.

3 (h) Decals shall be issued in numerical order and assigned to a specific tow truck and each decal  
4 issued shall display its assigned number.

5 (i) The decal for each tow truck shall be affixed by personnel authorized by the division and shall  
6 not be removed except with approval of the division when removing a tow truck from service.  
7 The decal shall be displayed where affixed on the window and available for inspection by any  
8 law enforcement officer or by the division.

9 (j) Replacement or duplicate decals may be approved by the division upon the completion of an  
10 application and notarized statement of the tow truck company stating that such replacement  
11 or duplicate decal is necessary and stating the reasons for such request, along with a  
12 replacement decal fee to be approved by resolution of the Board.

13 (k) In the event a tow truck is inspected by a municipality or law enforcement agency that requires  
14 substantially the same inspection requirements as contained in this ordinance, that tow truck  
15 shall be exempt from the inspection requirements herein as long as the inspection took place  
16 within ninety (90) days of the required division inspection. However, all tow trucks associated  
17 with a tow truck company must be registered with the division and meet the vehicle safety  
18 requirements of this ordinance.

19 (l) Tow trucks that have a valid decal can be temporarily removed from service by return of the  
20 decal to the division. If that tow truck is returned to service prior to the next annual decal  
21 renewal, the tow truck company is required to (1) obtain a new decal and to pay a return to  
22 service decal fee and (2) submit proof of current insurance. No inspection fee shall be required  
23 but the tow truck must be returned to service prior to December within the current renewal  
24 year. However, those tow trucks will be required to be inspected and will be issued annual  
25 decals at the upcoming annual renewal.

26 (m) Tow trucks that are issued decals and temporarily removed from service by return of the decal  
27 to the division but that are returned to service after December of the current renewal year, will  
28 be required to be re-inspected and shall pay the inspection fees, regular decal fees and late fees.  
29 They must also provide proof of current insurance and satisfy all other requirements of this  
30 ordinance. There is no proration of fees.

### 31 **SECTION 9. Inspection Procedures and Requirements for Tow Companies.**

32 (a) The division shall conduct storage yard and individual tow truck inspections upon the  
33 completion and submittal of all application requirements by each tow truck company. The  
34 division will provide written notification (fax or electronic notification acceptable) to the tow  
35 truck company of the need for inspection of storage facilities and all tow trucks.

36 1. Within five (5) business days of notification, the tow truck company shall contact the  
37 division to schedule an appointment for inspection. The inspection of the tow trucks and  
38 the storage yard shall be completed within twenty (20) business days of written notification  
39 by fax or email. If the tow truck company does not schedule the inspection within five (5)  
40 business days of notification, then prior to inspection, an inspection late fee established by  
41 resolution of the Board must be paid to the division prior to scheduling of the inspections.  
42 Failure to schedule the appointment within fifteen (15) business days following initial  
43 notification by the division within the five-day time period shall result in the denial of the  
44 operating permit and a requirement that the operating permit application be resubmitted  
45 along with applicable nonrefundable operating permit application re-filing fees established  
46 by resolution of the Board.

47 2. If the tow truck company cancels a scheduled inspection, a cancellation fee must be paid  
48 to the division prior to rescheduling of the inspection. Failure to reschedule the  
49 appointment within eleven (11) business days of the initial notification by the division or  
50 to complete said inspection within twenty (20) business days after the appointment has  
51 been rescheduled, shall result in the denial of the operating permit and a requirement that  
52 prior to inspection, the operating permit application be resubmitted along with applicable  
53 nonrefundable application re-filing fees established by resolution of the Board. The  
54 applicant shall only be allowed one (1) opportunity to reschedule the required inspections.

55 (b) If a storage yard inspection reveals deficiencies (fails) and a reinspection is required, then a  
56 storage and reinspection fee must be paid to the division. The fee is to be established by the  
57 Board by resolution. Within five (5) business days of notification, the tow truck company shall  
58 contact the division to schedule an appointment for reinspection. Said reinspection shall be



1 completed within twenty (20) business days after the tow truck company contacts the division  
2 to schedule the reinspection. Failure to complete said reinspection within twenty (20) business  
3 days after the appointment has been scheduled, shall result in the denial of the operating permit  
4 and a requirement that the application be resubmitted along with applicable nonrefundable  
5 application re-filing fees established by resolution of the Board.

6 (c) Upon the division's inspection of the storage facility and tow truck(s), if all tow trucks are not  
7 available/present, then the tow truck company shall bring the unavailable truck(s) to the  
8 division's designated inspection site within five (5) business days by appointment. If the tow  
9 truck(s) are not inspected within five (5) business days, then a vehicle inspection late fee must  
10 be paid to the division. The fee is to be established by the Board by resolution.

11 (d) If tow truck inspection reveals deficiencies (fails) and a reinspection is required, then the failed  
12 truck(s) are to be brought to the division's designated reinspection site within five (5) business  
13 days by appointment. The vehicle reinspection fee shall be applied each time the individual  
14 tow truck fails the inspection process. If the tow truck is not inspected within five (5) business  
15 days, then a late vehicle reinspection fee must be paid to the division.

16 (e) Tow trucks that are out of service at the time of a scheduled vehicle inspection and are expected  
17 to be out-of-service longer than five (5) business days as well as tow trucks that have failed  
18 two (2) inspections will be red-tagged by the division. A red-tag "out of service" decal will be  
19 applied to the vehicle by a division employee and the vehicle may not be used for any business  
20 or towing purposes until such time as the vehicle is brought to the division's designated site,  
21 inspected and approved for operation. Only division employees may remove the red-tag decal.

22 (f) It shall be unlawful to operate a tow truck which has failed to pass any critical item specified  
23 on any tow truck inspection performed by personnel authorized by the division or has failed to  
24 correct other inspection deficiencies within the time period specified by the division or is  
25 operating with safety deficiencies or without the proper insurance coverage. The division shall  
26 affix to the lower left corner of the tow truck windshield a red tag "out of service" decal/notice  
27 in each of these instances. It shall be unlawful for the tow truck company or any other person  
28 other than personnel authorized by the division to remove this notice from the windshield of  
29 the tow truck. This notice shall remain the property of the division and Palm Beach County.

30 (g) It is a violation of this ordinance not to have storage facilities and tow trucks inspected  
31 according to the above requirements. Failure to pay the required fee is a violation of this  
32 ordinance.

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

34 (a) It shall be unlawful for any person providing non-consent towing services to recover, tow,  
35 remove or store a vehicle/vessel unless the tow driver at the tow scene and the towing company  
36 at the storage yard has in his/her possession a manifest, uniquely numbered towing invoice,  
37 tow sheet or dispatch records which may be electronic or hand written, and shall include the  
38 following information:

- 39 1. Name of the tow truck company, name of tow truck operator physically providing the  
40 service and the tow driver's I.D. badge number;
- 41 2. Palm Beach County Towing Permit Number (TP#) and decal number of the towing vehicle  
42 used to provide the service;
- 43 3. Name, address and telephone number of the person requesting the service, except as  
44 provided in Section 14 (non-consent towing with prior express instruction);
- 45 4. Prior express instruction (signed and dated) of the real property owner provided in the  
46 presence of the tow truck driver recovering, towing or removing the vehicle/vessel except  
47 as provided in subsection (a) above;
- 48 5. Date and time the tow truck arrived at the location where the service is to be performed;
- 49 6. Date and time of release of vehicle/vessel to vehicle/vessel owner or authorized agent;
- 50 7. Location at which the service originated;
- 51 8. Destination to which the vehicle/vessel being provided the service is taken and the time of  
52 arrival at the destination;
- 53 9. Description of vehicle/vessel being provided the service, including make, model, year (if  
54 known), color, vehicle/vessel identification number (if visible) and license plate number,  
55 if any;

10. Description of services provided;

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

12. When an "extra time/labor at scene" charge is applied, the tow truck driver shall obtain and provide the name of the law enforcement agency and agency case number. In lieu of the case number, the badge number and name of the investigating law enforcement officer on the scene must be provided. A detailed explanation of the services rendered which necessitated the charges shall also be recorded and provided to the vehicle/vessel owner or driver upon request;

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

IF YOU HAVE QUESTIONS OR COMPLAINTS ABOUT NON-CONSENT TOWS THAT ARE NOT RESOLVED BY THE TOWING COMPANY MANAGEMENT, CONTACT THE PALM BEACH COUNTY CONSUMER AFFAIRS DIVISION, WEST PALM BEACH, FLORIDA. TELEPHONE: (561) 712-6600 OR BY INTERNET: [www.pbcgov.com/consumer](http://www.pbcgov.com/consumer).

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

1. CASH, MONEY ORDER OR VALID TRAVELER'S CHECK; AND

2. VALID BANK DEBIT/CREDIT CARD, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, MASTERCARD OR VISA, THAT IS IN THE NAME OF THE VEHICLE/VESSEL OWNER OR AUTHORIZED DRIVER; OR IN THE NAME OF A PERSON APPEARING IN PERSON AND WITH THE VEHICLE OWNER OR AUTHORIZED DRIVER. A CREDIT CARD CONVENIENCE FEE MAY BE ADDED TO THE TRANSACTION AMOUNT TO COVER CREDIT CARD FEES.

(b) Each original manifest, towing invoice, or tow sheet shall be available for inspection and a copy provided upon demand by law enforcement officers, by personnel authorized by the division to perform enforcement duties or to the vehicle/vessel owner or division personnel, or by the vehicle/vessel owner/driver. Electronic records must be made available in hard copies upon request and shall be made available electronically by email upon request.

#### **SECTION 11. Advertisements.**

In all advertisements, tow truck and immobilization companies performing services shall furnish the complete business address, telephone number and the operating permit number. The permit number is not required in telephone directories where the publisher gratuitously provides a "business listing" with only the company name, address and telephone number.

#### **SECTION 12. Records Required.**

Each tow truck company shall maintain accurate and complete records including but not limited to, manifests, towing invoices, or tow sheets, correspondence, supporting documentation and all other records and documents required to be maintained pursuant to the provisions of this ordinance. All records and photographs shall be maintained for at least three (3) years for non-consent towing services and for one (1) year for services related to consent-only towing services. The division and the vehicle owner/driver shall have access to any records and photographs for inspection and copying, during regular business hours.

The division shall have the right to remove the records for the purpose of inspection and copying if the tow truck company does not have copying capability on hand. The division may allow the tow truck company to deliver copies to the division within twenty-four (24) hours, at the discretion of the division staff. All removed records shall be returned to the tow truck company within three (3) calendar days. Each refusal to allow inspection or copying for removal if copying capability is not present upon request, is a violation of this ordinance punishable by a civil fine in an amount established by Board resolution.

#### **SECTION 13. Operating Permit Required to Do Business with the County.**

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



1  
2 **SECTION 14. Non-consent Towing with Prior Express Instruction.**

3 (a) In addition to the other requirements of this ordinance, no tow truck company shall, recover,  
4 tow, or remove a vehicle/vessel or provide storage in connection therewith, except in  
5 accordance with section 715, Florida Statute and the following:

- 6 1. Police directed tow. Non-consent tow truck companies may recover, tow or remove a  
7 vehicle/ vessel based upon the prior written instruction of a police officer.
- 8 2. Private/public property impound. Non-consent tow truck companies may recover, tow or  
9 remove a vehicle/vessel on a private/public property impound without the prior express  
10 instruction of the vehicle/vessel owner or authorized driver, upon the prior express  
11 instruction of the real property owner or his duly authorized agent on whose property the  
12 vehicle/vessel is disabled, abandoned or parked without authorization or whose  
13 vehicle/vessel owner or authorized agent is unwilling or unable to remove the  
14 vehicle/vessel, provided that the following requirements have been met:
  - 15 a. Except as otherwise provided herein, notice is provided as set forth in Section 15 of  
16 this ordinance.
  - 17 b. A business owner or lessee may authorize the removal of a vehicle/vessel by a tow  
18 truck company without prior consent of the vehicle/vessel owner/driver when the  
19 vehicle is parked on a public right-of-way that obstructs access to a private driveway.  
20 The property owner may have the vehicle removed by a tow truck company without a  
21 posted tow-away zone sign upon signing the order that the vehicle be removed.
  - 22 c. The additional requirements for non-consent towing set forth in Section 16 of this  
23 ordinance.
  - 24 d. The property owner or law enforcement officer has provided prior express instruction  
25 authorizing the tow in full compliance with this ordinance.
  - 26 e. The non-consent tow truck company recovering, towing or removing a vehicle/vessel  
27 shall, within thirty (30) minutes of completion of such towing or removal, notify the  
28 appropriate law enforcement agency in which jurisdiction the vehicle/vessel was  
29 parked of the nature of the service rendered, the name and address of the storage facility  
30 where the vehicle/vessel will be stored, the time the vehicle/vessel was secured to the  
31 towing vehicle, and the make, model, color and vehicle/vessel license plate number (if  
32 any) of the vehicle or description and registration number of the vessel. The non-  
33 consent tow truck company shall obtain the name of the person at the law enforcement  
34 agency to whom such information was reported and note that name on the trip record.  
35 It shall be a violation of this ordinance for a non-consent tow truck company to act as  
36 a duly authorized agent as defined in Section 2 on behalf of the real property owner.  
37 An example of such action shall include but not be limited to the use of written  
38 warnings or stickers for pre-tow notification.
- 39 3. Except as otherwise provided in this ordinance, every prior express instruction made in  
40 writing or in person shall indicate the date and time of the instruction and shall be signed  
41 by the law enforcement officer, or the real property owner/duly authorized agent in the  
42 physical presence of the tow truck company providing the service at the time the towing  
43 services are performed. The law enforcement officer or the real property owner/the duly  
44 authorized agent shall also print his/her full name. Prior express instruction (signed/printed  
45 name and date) must be provided on the manifest, towing invoice or tow sheet in the  
46 presence of the driver. Pre-authorization or post-authorization for prior express instruction  
47 is a violation of this ordinance and shall result in the issuance of a citation and/or  
48 suspension or revocation of the operating permit. Being in the possession of a pre-signed,  
49 manifest, towing invoice, tow sheet or fax authorization form shall constitute prima facie  
50 evidence of pre-authorization and is a violation of this ordinance. Such violation shall  
51 result in the issuance of a citation and/or suspension or revocation of the operating permit.
- 52 4. Prior express instruction for non-consent tow. Prior express instruction whether faxed or  
53 emailed must include each of the following:
  - 54 a. The specific location of the vehicle/vessel (i.e., address, parking space, etc.);
  - 55 b. The color of the vehicle/vessel;
  - 56 c. The make and/or model of the vehicle/vessel (if visible);

- d. The license tag number or the vehicle/vessel identification number (if available);
  - e. The real property owner's or authorized agent's signature and printed or typed full name and title, except for email instructions;
  - f. The date and time that the instruction is signed must be included on the manifest towing invoice or tow sheet; and
  - g. Except as otherwise provided in this ordinance, the law enforcement officer or the property owner shall execute and complete the prior express instruction in the physical presence of the tow driver at the time the towing service is performed.
5. Prior express instruction expires twelve (12) hours from the time of execution regardless of whether the instruction is received by the tow truck company electronically, by email, or at the scene of a tow.
  6. Prior express instruction received via facsimile or email is not required to be signed in the presence of the tow truck driver.
  7. The tow truck company, in compliance with Section 12 (records required), shall maintain copies of facsimile and emailed prior express instructions sufficient to document compliance with this ordinance including the date and time stamp. Tow truck companies utilizing expired prior express instruction without a date and time stamp are in violation of this ordinance.
  8. Emailed prior express instruction can be accepted only if each of the following specific additional criteria are satisfied:
    - a. Each prior express instruction must be an email delivered to the tow truck company's primary email address and printable upon demand by law enforcement or division employee.
    - b. The email must establish the date and time the email was received by the tow truck company.
    - c. The email address(es) of the property owner or authorized agent must be on the contract.
  9. Prior express instruction to tow, recover, or store a vehicle must be for a specifically identified vehicle and cannot be given for a generic vehicle location, event, time or place. Any tow driver found in the possession of a pre-signed manifest towing invoice, tow sheet, facsimile, email or electronic authorization form that is not in conformity to this ordinance shall constitute prima facie evidence of pre-authorization and is a violation of this ordinance. Such violation shall result in the issuance of a citation and/or suspension or revocation of the operating permit of the tow truck company and such other remedies as authorized in this ordinance.
  10. Except as otherwise provided in this ordinance, no such prior express instruction shall be considered to have been given: 1) by the mere posting of signage as required by Sections 15 (notice requirements for providing non-consent tow services at request of real property owners) and Section 18 (maximum non-consent towing and storage rates for non-consent tow services); 2) by virtue of the terms of any contract or agreement between a tow truck company and a real property owner; 3) when the prior express instruction occurs in advance of the actual unauthorized parking of the vehicle/vessel; or 4) where the prior express instruction is general in nature and unrelated to specific, individual and identifiable vehicles/vessels which are already parked without authorization.
  11. A tow truck company employee, operator, contractor or agent of a tow truck company cannot be the duly authorized agent for the purposes of providing prior express instruction to remove, tow, store, a vehicle/vessel.
  12. The duly authorized agent shall have no affiliation with the tow truck company providing the towing service. The property owner shall only appoint duly authorized agents having a direct connection to the property (e.g., Board member, employee of the property management company or home/condo owner's association, employee of the property owner or State of Florida licensed security agency contracted by the property owner or manager). A violation of this provision is a violation of this ordinance.
- (b) Other Requirements for Non-Consent Tows



1. The non-consent tow truck company recovering, towing or removing a vehicle/vessel shall, within thirty (30) minutes of completion of such towing or removal, notify the appropriate law enforcement agency in which jurisdiction the vehicle/vessel was parked of the nature of the service rendered, the name and address of the storage facility where the vehicle/vessel will be stored, the time the vehicle/vessel was secured to the towing vehicle, and the make, model, color and vehicle/vessel license plate number (if any) of the vehicle/vessel or description and registration number of the vessel. The non-consent tow truck company shall obtain the name of the person at the law enforcement agency to whom such information was reported and note that name on the trip record. It shall be a violation of this ordinance for a non-consent tow truck company to act as a duly authorized agent as defined in Section 2 on behalf of the real property owner. An example of such action shall include but not be limited to the use of written warnings or stickers for pre-tow notification.
2. The tow truck company in compliance with Section 12 (records required) shall maintain copies of facsimile and email instructions. Acting on an incomplete or expired electronic or facsimile instructions is a violation of this ordinance.
3. A non-consent tow truck company/driver shall not solicit, offer, pay or rebate money or other valuable consideration in order to obtain the privilege of rendering towing services. The only exception is governmental franchise fees.
4. Each non-consent tow truck company shall enter into a written contract with the property owner or duly authorized agent (as defined herein) of private property that authorizes the non-consent tow truck company to tow vehicles/vessels on or from its property. This written contract shall include the following:
  - a. The beginning date of said contract.
  - b. The names of all persons who are duly authorized agents to provide prior express instruction to remove, recover or tow any vehicle/vessel on or from its property.
  - c. The name, address and current telephone number of the tow truck company performing the towing service.
  - d. The name, address, email address and telephone number for any duly authorized agents acting on behalf of the real property owner that can provide express instruction. Email address is required for those utilizing email for prior express instruction. If prior express instruction is sent by email, the sender's email address shown on the contract must match the authorization email. The contract may be amended by addendum to add or delete duly authorized agents for prior express instruction.
  - e. The written contract for non-consent towing shall also include a clear understanding of liability for the real property owner as stated in Florida Statutes, § 715.07(4) and shall include the following wording, "When a person improperly causes a vehicle or vessel to be removed, such person shall be liable to the owner or lessee of the vehicle or vessel for the cost of removal, transportation, and storage; any damages resulting from the removal, transportation, or storage of the vehicle or vessel; attorney's fees; and court costs."
  - f. No such contract shall state that the non-consent tow truck company assumes the liability for improperly towed vehicles/vessel, contrary to section 715.07 (4) Florida Statutes . Any addendum to the contract shall include additional names and titles as necessary.
  - g. The non-consent tow truck company must keep on file an original, dated and signed contract and addendum (if applicable) with the property owner or duly authorized agent and each contract shall include a Palm Beach County Tow Map locator available on the Division of Consumer Affairs website or Good Mileage map attached thereto to demonstrate compliance with section 715.07 (2) (a) 1, Florida Statute.
  - h. Such contract shall be maintained for at least twelve (12) months after contract termination. The division and law enforcement officers may inspect and request a copy of any and all such contracts from the non-consent tow truck company during normal business hours. Contracts authorizing the non-consent tow truck company to tow vehicles from the property owner's property to the storage yard in excess of the mileage restrictions of Florida Statutes violate this ordinance and all recovery, towing, and storage charges shall be returned to the vehicle owner/driver.

1 5. Real property owners or authorized representatives shall not request the recovery, tow or  
2 the removal of vehicles/vessels that are reasonably identifiable from markings or  
3 equipment as law enforcement, firefighting, rescue squad, ambulance, or other emergency  
4 vehicles/vessels which are marked as such.

5 6. Any person who improperly causes a vehicle/vessel to be recovered, towed, removed or  
6 stored shall be liable to the vehicle owner or authorized representative for the costs of the  
7 services provided, any damages resulting from the recovery, towing, removal or storage  
8 and attorney's fees and court costs.

9 **SECTION 15. Notice Requirements for Providing Tow Services at Request of Real Property**  
10 **Owners.**

11 (a) In addition to the requirements of Section 14 (non-consent towing with prior express  
12 instruction of real property owner), non-consent tow truck companies duly permitted to operate  
13 under this ordinance may recover, tow, remove, or provide storage for a vehicle/vessel upon  
14 the prior express instruction of a real property owner, on whose property the vehicles/vessels  
15 abandoned or parked without authorization, provided that the following requirements are  
16 satisfied:

17 1. Notice shall be prominently posted on the real property from which the vehicle vessels  
18 proposed to be removed and shall fulfill the following requirements:

19 a. A light reflective sign shall be prominently placed at each driveway access/entrance or  
20 curb cut allowing vehicular access to the real property, within ten (10) feet from the  
21 road as defined in Section 334.03(22), Florida Statute. If there are no curbs or access  
22 barriers, signs shall be posted not less than one (1) sign each twenty-five (25) feet of  
23 lot frontage. The sign shall be permanently installed not less than three (3) feet and not  
24 more than six (6) feet above ground level and shall be continuously maintained on the  
25 real property for not less than twenty-four (24) hours prior to the towing or removal of  
26 any vehicle/vessel(s).

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

32 c. The light reflective sign shall clearly indicate, in not less than two-inch high letters on  
33 a contrasting background, the days of the week and hours of the day during which  
34 vehicles/vessels will be towed away at the owner's expense; and the name and current  
35 telephone number of the tow truck company performing the towing service.

36 2. Light reflective signs must be maintained or replaced so that they are clearly visible, legible  
37 and light reflective at all times. The tow truck company is responsible for maintaining and  
38 replacing signs. In the event the tow truck company goes out of business or is no longer  
39 performing tow services for the real property owner, the real property owner is responsible  
40 for removal of signs. It is a violation of this ordinance to place temporary signage or  
41 lettering on top of an existing sign.

42 3. Non-consent tow truck companies shall provide signage on the property clearly visible  
43 from the street, (unless otherwise prohibited by local zoning laws) with at least three-inch  
44 letters on a contrasting background with the name and phone number of the tow truck  
45 company.

46 4. Tow truck companies may charge private property owners/agents for installing and  
47 maintaining signage.

48 5. Each tow truck company under contract to provide services is responsible for removing  
49 outdated light reflective signs and for installing new light reflective signage containing the  
50 correct current contact information. The sign shall be permanently installed pursuant to  
51 this ordinance and shall be continuously maintained on the real property for not less than  
52 twenty-four (24) hours prior to the towing or removal of any vehicle(s)/vessels. Failing to  
53 provide, maintain, replace and/or remove the signs in accordance with this section is a  
54 violation of this ordinance.

55 6. The posting of notice requirements of this section shall not be required where:

56 a. The real property on which a vehicle/vessel is parked is property appurtenant to and  
57 obviously part of a single-family type residence; or



- 1 b. Written notice is personally given to the vehicle/vessel owner or authorized  
2 driver/agent that the real property on which the vehicle/vessel is or will be parked is  
3 reserved or otherwise not available for unauthorized vehicles/vessels and is subject to  
4 being removed at the vehicle/vessel owner's expense.
- 5 c. Except as otherwise provided in Section 14, when any real property owner instructs  
6 that a vehicle/vessel be recovered, towed, removed from his or her property and stored,  
7 the property owner or a designated representative shall sign the tow ticket authorizing  
8 the tow. Immediately upon request, and without demanding compensation, the real  
9 property owner shall inform the vehicle/vessel owner/driver or other authorized person  
10 in control of the vehicle/vessel of the name and address of the non-consent tow truck  
11 company that has recovered, towed or removed the vehicle/vessel.
- 12 d. If the vehicle/vessel owner or driver/agent arrives at the scene prior to the  
13 vehicle/vessel being removed or towed from the property, the vehicle/vessel shall be  
14 disconnected from the tow truck and the vehicle/vessel owner or driver/agent shall be  
15 allowed to remove the vehicle/vessel without interference upon the payment of a  
16 reasonable service fee of not more than one-half ( $\frac{1}{2}$ ) of the posted rate for such towing  
17 service (drop charge), for which a receipt shall be given, unless that person refuses to  
18 remove the vehicle/vessel which is unlawfully parked. The bill/invoice must be  
19 presented to the vehicle/vessel owner /driver/agent prior to request for the payment.  
20 Non-consent tow truck companies are not authorized to apply a fee in cases where the  
21 owner/driver of the vehicle/vessel arrives on the scene prior to a complete mechanical  
22 hook-up (road-worthy) between the tow truck and the vehicle/vessel. In the event the  
23 owner/driver of the vehicle/vessel is occupying the vehicle/vessel and refuses to vacate  
24 same, in addition to the drop charge, the tow truck company is permitted to call law  
25 enforcement and charge extra time at the scene. The tow truck driver must obtain the  
26 name of the law enforcement agency, case number, and if possible, the name and badge  
27 number of the investigating law enforcement officer. The tow truck driver shall also  
28 prepare detailed documentation/explanation as to why "extra time at scene" charges  
29 were required. All documentation shall be provided to the vehicle/vessel owner/driver  
30 or representative upon demand. Such fee shall be approved by resolution of the Board.

31 **SECTION 16. Non-consent Tow Truck Company Requirements.**

- 32 (a) Non-consent tow truck companies shall not provide towing services pursuant to this ordinance  
33 when there is a person occupying the vehicle/vessel.
- 34 (b) Non-consent tow truck companies providing services pursuant to this ordinance shall transport  
35 a towed vehicle/vessel directly to the approved storage yard of the tow truck company  
36 providing the service, to a location expressly designated by a law enforcement officer  
37 authorizing the tow, or to a location expressly designated by the vehicle/vessel owner or  
38 authorized driver. When the vehicle owner or authorized driver expressly authorizes the  
39 vehicle/vessel to be towed to a location other than the tow truck company storage yard, the tow  
40 truck driver must:
- 41 1. Provide a "not to exceed" estimate in writing of all the rates and fees that will be assessed  
42 for the tow or negotiate a consent-only towing agreement; and
- 43 2. Disclose in writing the three methods of payment and come to a mutually agreed time as  
44 to how and when the tow truck company will be compensated.
- 45 (c) It is a violation of this ordinance for a non-consent tow truck company to keep or stage  
46 impounded vehicles/vessels in any temporary area or holding facility.
- 47 (d) Non-consent tow truck companies shall file and keep on record with the division a complete  
48 copy of all current rates charged for the recovery, towing or removal of vehicles/vessels and  
49 storage provided in connection therewith. Such persons shall also prominently display at each  
50 storage facility the following information: signage which identifies the name of the tow truck  
51 company, a schedule of all charges and rates for removal of vehicles/vessels for private  
52 property impounds; a statement that these rates do not exceed those rates filed with the division  
53 and are in accordance with the provisions of this ordinance and the rights afforded to a vehicle  
54 owner or authorized driver pursuant to Florida Statutes. The above information shall be posted  
55 prominently in the area designated for the vehicle/vessel owner or authorized driver/agent to  
56 transact business. Such area shall provide shelter, safety and lighting adequate for the  
57 vehicle/vessel owner or authorized driver/agent to read the posted rate schedule. Further,  
58 notice shall be posted advising the vehicle/vessel owner or authorized driver/agent of the right

1 to request and review a complete schedule of charges and rates for towing services for the  
2 jurisdiction in which the law enforcement order to tow was made, and that the tow truck  
3 company is permitted by the division noting the Division's telephone number, address and  
4 business hours.

5 (e) Non-consent tow truck companies which provide services pursuant to this ordinance shall  
6 advise any vehicle/vessel owner or authorized driver who calls by telephone prior to arriving  
7 at the storage facility of the following:

8 1. Each and every document or other item which must be produced to retrieve the  
9 vehicle/vessel;

10 2. The exact charges as of the time of the telephone call and the rate at which charges  
11 accumulate after the call;

12 3. The acceptable methods of payment; and,

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

14 (f) Non-consent tow truck companies which provide services pursuant to this ordinance shall  
15 allow every vehicle/vessel owner or authorized driver/agent to inspect the interior and exterior  
16 of the towed vehicle upon his or her arrival at the storage facility before payment of any charges  
17 (except for "after-hour gate or personal property retrieval fee"). With the exception of vehicles  
18 being held pursuant to the specific request or "hold order" of a law enforcement agency, the  
19 vehicle/vessel owner or authorized driver/agent shall be permitted to remove the vehicle  
20 license tag and any and all personal property inside but not affixed to the vehicle/vessel. A  
21 vehicle/vessel owner who shows a government issued photo identification shall be given  
22 access to view ownership documents stored in the vehicle/vessel. The vehicle/vessel and/or  
23 personal property shall be released to the vehicle/vessel owner if the ownership documents are  
24 consistent (name and address) with the photo identification. When a vehicle/vessel owner's  
25 government issued identification and ownership documents are stored inside the impounded  
26 vehicle due to unforeseen circumstances, the tow truck company shall be required to recover  
27 the ownership documents stored in the impounded vehicle (i.e., glove compartment, sun visors,  
28 etc.) upon receipt of a vehicle/vessel key, vehicle access code, or electronic device from the  
29 vehicle owner that would allow entry. The vehicle/vessel and/or personal property shall be  
30 released to the vehicle/vessel owner if the ownership documents are consistent with the photo  
31 identification.

32 (g) Non-consent tow truck companies which provide services pursuant to this ordinance shall  
33 accept payment for charges as specified in Section 10.

34 A tow truck company/driver shall not reject any of the above forms of payment. A  
35 vehicle/vessel owner or authorized driver shall not be required to furnish more than one (1)  
36 government issued form of picture identification when payment is made as specified in Section  
37 10.

38 (h) Non-consent tow truck companies which provide services pursuant to this ordinance shall not  
39 store or impound a towed vehicle/vessel at a distance which exceeds a ten (10)-mile radius of  
40 the location from which the vehicle/vessel was recovered, towed or removed unless no tow  
41 truck company providing services under this section is located within a ten-mile radius, in  
42 which case a towed or removed vehicle/vessel must be stored at a site within twenty (20) miles  
43 of the point of removal.

44 (i) Non-consent tow truck companies which provide services pursuant to this ordinance shall  
45 maintain one (1) or more storage facilities, each of which shall maintain a current Palm Beach  
46 County Business Tax Receipt and when applicable a municipal business tax receipt. The  
47 business shall be open for the purpose of redemption of vehicles/vessels by owners/ drivers on  
48 any day that the tow truck company is open for towing purposes from at least 8:00 a.m. to 6:00  
49 p.m., Monday through Friday and, when closed, shall have posted prominently on the exterior  
50 of the storage facility and primary place of business, if different, a notice indicating a telephone  
51 number where the tow truck company can be reached at all times. Upon request of the  
52 vehicle/vessel owner or authorized driver, the tow truck company shall release the  
53 vehicle/vessel to the vehicle/vessel owner or authorized driver/agent within one (1) hour.

54 (j) Non-consent tow truck companies shall not, as a condition of release of the vehicle, require a  
55 vehicle/vessel owner/driver/agent to sign any release or waiver of any kind which would  
56 release the tow truck company from liability for damages noted by the vehicle/vessel owner or  
57 authorized driver/agent at the time of the vehicle's/vessel's release. A detailed, signed receipt



1 showing the legal name of the tow truck company removing the vehicle/vessel shall be given  
2 to the vehicle/vessel owner or authorized driver at the time of payment, whether requested or  
3 not.

4 (k) Nothing in this ordinance shall prevent the sheriff or any municipality within the county from  
5 providing additional or more restrictive requirements in contracts or arrangements which  
6 authorize the recovery, towing or removal of vehicles/vessels or storage provided in connection  
7 therewith.

8 (l) Non-consent tow truck companies which provide services pursuant to this ordinance shall  
9 release vehicles/vessels towed or removed to the vehicle/vessel owner or authorized driver if  
10 documentation is provided proving ownership or agent status. Proof of ownership documents  
11 shall include a current government issued photo ID and one of the following documents:

- 12 1. Current vehicle registration or vehicle registration expired in the past ninety (90) days;
- 13 2. Vehicle title or property endorsed title transferring ownership pursuant to the requirements  
14 of Section 319.22, Florida Statute;
- 15 3. Notarized document from the vehicle/vessel owner or lien holder authorizing a designated  
16 agent to pick up the vehicle and accompanied by a photocopy of the owner's driver's  
17 license. The notarized document with driver's license copy can be presented via facsimile  
18 or electronically (including by email), provided same can be printed and saved.
- 19 4. Insurance card with the vehicle/vessel owner's information and vehicle description;
- 20 5. Licensed dealer in possession of an auction buyer's sales invoice and/or;
- 21 6. A notarized bill of sale for non-titled vehicles or vessels;
- 22 7. Valid rental or lease agreement;
- 23 8. If the vehicle owner's driver's license has been confiscated by law enforcement and the  
24 owner has no other government issued photo identification, then the owner may present  
25 one (1) of the following forms of identification: an itemized voucher/property receipt from  
26 an arresting law enforcement agency, a booking or arrest record or original citation  
27 resulting from incident that prompted the tow from a law enforcement agency all issued  
28 within seven (7) days of the date the vehicle was towed.

29 (m) Non-consent tow truck companies which provide services pursuant to this ordinance shall  
30 make a "good faith effort" to locate the vehicle/vessel owner or lien holder. For the purposes  
31 of this paragraph and subsection, a "good faith effort" means that the required steps have been  
32 performed by the tow truck company according to section 713.78(4)(c) and (d), Florida  
33 Statutes. Failure to make a "good faith effort" to comply with the notification requirements of  
34 this section shall preclude the imposition of any storage charges against such vehicle or vessel.

35 (n) Non-consent tow truck companies which provide services pursuant to this ordinance and found  
36 to be in violation of this ordinance relating to a specific non-consent tow shall be required to  
37 reimburse the vehicle owner all illegal or over charges related to that towing incident. Failure  
38 to reimburse the owner of the vehicle in such cases is a violation of this ordinance.

39 (o) Any non-consent tow truck company that has an unusable storage yard or has been evicted  
40 from its storage yard is subject to having its operating permit suspended.

41 (p) Any tow truck driver in the process of transporting a junked vehicle (as defined in section  
42 319.30, Florida Statutes) to a licensed salvage motor vehicle dealer and who is employed by,  
43 working for or operates a non-consent towing company, must have physical possession of a  
44 derelict motor vehicle certificate, transferred title or certificate of destruction for such vehicle.

45 (q) It shall be a violation of this ordinance for any non-consent towing company to fail to respond  
46 in writing within ten (10) business days to any written inquiry or request for information from  
47 the division or any law enforcement agency. Each tow truck company shall fully cooperate  
48 with providing records, facts and information as requested by the division and/or law  
49 enforcement in order to investigate and determine compliance with Florida law and this  
50 ordinance.

#### 51 **SECTION 17. Consent-Only Tow Truck Company Requirements.**

52 (a) It shall be a violation of this ordinance for any tow truck company that has been issued a  
53 consent-only towing operating permit to perform non-consent towing services, including  
54 solicitation for tows at accident scenes.

- 1 (b) Consent-only tow truck companies providing services pursuant to this ordinance shall not do  
2 so when there is a person occupying the vehicle/vessel.
- 3 (c) Consent-only tow truck companies providing services pursuant to this ordinance shall  
4 transport the vehicle/vessel directly to the location specified by the vehicle/vessel owner or  
5 duly authorized agent.
- 6 (d) It shall be a violation of this ordinance for any consent-only towing company to fail to respond  
7 in writing within ten (10) business days to any written inquiry concerning public safety from  
8 the division or any law enforcement agency.

9  
10 **SECTION 18. Maximum Rates.**

- 11 (a) The Board shall, by resolution establish maximum rates, as may be amended from time to time,  
12 for non-consent towing services as follows:

- 13 1. Towing service per call, which shall include the first thirty (30) minutes that the tow truck  
14 is actually on the scene engaged in the safe removal of a vehicle/vessel.
- 15 2. Mileage (per towed mile) according to section 715.07 Florida Statutes..
- 16 3. Storage may be charged only after the vehicle/vessel has been in the storage facility for at  
17 least six (6) hours. If the vehicle/vessel was not recovered by the vehicle/vessel owner or  
18 authorized driver/agent after the six-hour time period has elapsed, then storage charges  
19 shall accrue in twenty-four (24) hour increments from the time the vehicle/vessel arrived  
20 in the storage facility and:
- 21 a. The police agency has authorized the vehicle/vessel to be impounded; or
- 22 b. The appropriate police agency has been notified by the tow truck company that the tow  
23 truck company is in possession of a vehicle/vessel as a result of a private property  
24 impound.
- 25 4. Indoor storage rates may only be charged upon the express instruction and written  
26 authorization of the owner/authorized driver/agent, lien holder, insurance company  
27 representative or investigating police agency. The only exceptions to this rule are:
- 28 a. When the condition of the vehicle/vessel requires indoor storage due to inclement  
29 weather conditions or the vehicle's window(s) and/or convertible top is down and cannot  
30 be raised and indoor storage is necessary to protect the vehicle and its contents; or
- 31 b. When a municipal or county jurisdiction require indoor storage for towed vehicles.
- 32 5. An administrative/lien flat fee shall not be applied unless the following requirements are  
33 satisfied:
- 34 a. The vehicle/vessel has been in the storage facility for at least twenty-four (24) hours;  
35 and
- 36 b. Ownership search is conducted; and
- 37
- 38 c. The police agency has authorized the vehicle/vessel to be impounded; or
- 39
- 40 d. The police agency has been notified by the tow truck company that the tow truck  
41 company is in possession of a vehicle/vessel as a result of a private property impound.  
42
- 43 6. Fees in excess of this administrative/lien flat fee may be charged by the tow company for  
44 expenses incurred to meet requirements such as lien notification letters, certified mail  
45 receipts, advertisements or any other requirement as imposed by section 713.78, Florida  
46 Statute so long as the tow company has detailed supporting proof of actual expenditures  
47 (e.g. invoices, bills, payments) and are kept on file with the tow company.
- 48 7. When applicable, an administrative fee can be charged on a vehicle/trailer combination or  
49 a semi tractor/trailer combination.
- 50 8. The administrative/lien fee shall be established by Resolution of the Board.
- 51 9. Underwater recovery performed by a certified/professional diver with the written  
52 documentation and approval of the investigating law enforcement agency/officer.
- 53 10. Hazardous material clean-up and disposal as required, mandated and/or licensed through  
54 federal, state or local laws and approved by the investigating law enforcement  
55 agency/officer.



11. After-hour gate fees may not be applied between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday (excluding federal holidays). For all other times, after-hour gate fees may not be applied until one (1) hour after a vehicle has been impounded in the company's storage facility. Applicable after-hour gate fees may also be applied when an owner or authorized driver/agent wishes to recover property from an impounded vehicle/vessel.
12. Extra time at scene/labor charge may be applied when any extra time beyond one-half (½) hour, is needed to safely remove a vehicle or vessel and includes the amount of time spent at a scene when a tow truck has been summoned and is on scene but unable to proceed through no fault of the tow truck operator. All extra time/labor shall be documented by the tow truck 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. Extra time shall be charged in fifteen (15) minute increments. Failure to document and provide all of the above required information will result in the extra time/labor charges being removed from the total cost of the service/invoice and is a violation of this ordinance.
- (b) All rates established shall be uniform throughout Palm Beach County both in the incorporated and unincorporated areas, except where municipalities have established differing maximum rates for their jurisdictions. From time to time, the rates established by the Board may be revised in accordance with a rate study, and shall occur in periods not to exceed five (5) years.
- (c) Persons who provide tow or immobilization services pursuant to this section shall not charge in excess of the maximum allowable rates established by the Board. No person providing services pursuant to this section shall charge any type of fee other than the fees specifically established by the Board. Tow truck companies which tow vehicles/vessels from Palm Beach County into another county shall abide by the terms of this ordinance including all rates and charges adopted by the Board.
- (d) Upon request of law enforcement or the division, the tow truck company shall present proof of compliance with each of the documentary requirements set forth in Section 18. Failure to have on file supporting documentation and proof as required herein will result in a violation of this ordinance. Any charges or costs that cannot be documented as required herein shall be repaid or removed from the tow invoice. Documentation shall remain on file as required in Section 12.
- (e) Tow truck companies which provide services pursuant to this section shall display on the same sign as the rate schedule required by this ordinance the following statement:  
To The Vehicle/Vessel Owner  
If you believe that you have been overcharged for the services rendered, you do not have to pay your bill to get your vehicle/vessel. Instead, you have the right to post a bond in the Circuit Court, payable to (name of Tow Truck Company), in the amount of the final bill for services rendered, and to file a complaint within ten (10) days of the time you have knowledge of the location of the vehicle/vessel. The Court will decide later who is correct. If you show (name of Tow Truck Company) a valid Clerk's certificate showing you have posted a bond, (name of Tow Truck Company) must release your vehicle/vessel to you immediately. This remedy is in addition to other legal remedies you may have pursuant to section 713.76 and section 713.78, Florida Statutes. If you have a complaint about the way services were provided, you may call the Palm Beach County Consumer Affairs Division, (561) 712-6600.
- (f) Each tow truck company shall maintain, on a form approved by the division, a rate sheet specifying all rates and charges, which shall be given by the tow truck driver to the requesting vehicle owner or his authorized driver/agent prior to commencing the service.
- (g) Annual Rate and Fee Increases: Effective October 1, 2023 and each October 1 thereafter, police directed, private property impound, storage, and immobilization rates shall be adjusted by the annual percentage change in the Consumer Price Index ("CPI") or three percent (3%), whichever is less. Each year's rate shall be calculated based on the amounts from the previous year and rounded to the nearest whole dollar. The CPI utilized shall be the most recent CPI reported by the Bureau of Labor Statistics All Urban Consumers for the United States, as published in January. The adjusted rates shall be calculated by the Division of Consumer Affairs and shall be posted on its website.

1 **SECTION 19. Tow Truck Driver Requirements; Failure to Comply.**

2 (a) It shall be unlawful for any person to operate any tow truck within and upon the streets of Palm  
3 Beach County without having first obtained a county tow truck driver's identification badge  
4 (tow driver's I.D. badge). All applicants and a tow driver's I.D. badge shall conform to the  
5 following:

- 6 1. Be at least eighteen (18) years of age;
- 7 2. Possess a valid State of Florida Driver's License (with photo depicting the driver) as  
8 required by the Florida Department of Highway Safety and Motor Vehicles and must show  
9 proof that he/she has possessed a valid driver's license from any state within the United  
10 States for three (3) years (two (2) years for drivers younger than twenty-one (21) years old)  
11 prior to applying for a tow driver's I.D. badge. If a person has not driven for three (3) years  
12 in the United States, he/she must obtain the driving record from any other jurisdictions  
13 where he/she did drive or if he/she is unable to obtain the driving record, must sign an  
14 affidavit under penalty of perjury that he/she has no driving record which would prevent  
15 him/her from driving a tow truck in Palm Beach County, Florida;
- 16 3. The driver must provide the original form of his/her lifetime State of Florida Department  
17 of Highway Safety and Motor Vehicles traffic/driving record report to the division which  
18 was secured no more than thirty (30) days before the application/renewal was submitted,  
19 only if the division is unable to secure this required information. Upon initial application,  
20 if a driver has resided in Florida less than five (5) consecutive years, a traffic/driving  
21 record/history from each state where he/she previously resided must be provided for at  
22 least a five-year period;
- 23 4. Has not had more than three (3) separate incidents involving moving violations in any  
24 twelve(12)-month period in the previous three (3) years prior to the initial application or  
25 renewal of a tow driver's I.D. badge in which the applicant pled guilty, was found guilty;  
26 or
- 27 5. Has not been classified as a habitual traffic offender (as defined by Florida Statutes) or as  
28 defined by the state where he/she previously resided within five (5) years of applying for a  
29 tow driver's I.D. badge and was not previously issued a tow driver's I.D. badge by the  
30 division;
- 31 6. Upon initial application or renewal, the driver must provide the original request form for  
32 his/her Florida Department of Law Enforcement (FDLE) criminal history/records report to  
33 the division, as well as payment for the amount required to secure the criminal  
34 history/records report. The division shall then be responsible for processing the request and  
35 payment to the FDLE. The division may conduct additional criminal history/records  
36 reports of other states/jurisdictions as deemed appropriate. The division shall require all  
37 applicants to submit to a Level I, criminal history records check. The division may approve  
38 a different means of securing the required criminal history/records should an alternative  
39 agency/system be discovered that provides more complete information than that provided  
40 by the FDLE;
- 41 7. Have no conviction or plea of guilty or nolo contendere, within the preceding five (5) years  
42 from the date of I.D. badge application for any offense related to driving a motor vehicle  
43 under the influence or while intoxicated;
- 44 8. Have no more than one (1) conviction or plea of guilty or nolo contendere, within the  
45 preceding ten (10) years from the date of I.D. badge application for any offense related to  
46 driving a motor vehicle under the influence or while intoxicated;
- 47 9. Have no more than two (2) traffic citations resulting from accidents in the three (3) years  
48 preceding the date of I.D. badge application wherein the driver has been found guilty;
- 49 10. Have no more than two (2) convictions of first degree misdemeanor traffic crimes including  
50 but not limited to the following: reckless driving, careless driving and racing in the three  
51 (3) years preceding the date of the I.D. badge application, wherein the driver has been  
52 found guilty;
- 53 11. Not found by the division to have a lack of reputability as provided herein. For the purposes  
54 of this ordinance, lack of reputability shall mean that the division cannot trust the applicant  
55 to safeguard the welfare and property of the public. Lack of reputability shall include, but  
56 not be limited to, the following:



- a. Conviction of any Level 1 felony, as ranked by section 921, Florida Statute, that occurred less than five (5) years from the date of conviction or release from incarceration whichever is later.
  - b. Conviction of any felony, not considered a Level 1 felony, as ranked by section 921, Florida Statute that occurred less than ten (10) years from the date of I.D. badge application to conviction or release from incarceration, whichever is later.
  - c. Notwithstanding the provisions of subsections a. and b. above, conviction of any felony that is directly related to operating a non-consent or consent towing business or vehicle. For the purposes of this ordinance, any offense involving fraud, forgery, theft, perjury or false statement shall be considered to be directly related to the business of operating a towing vehicle.
  - d. Conviction of any first degree misdemeanor within (5) five years, that is directly related to a non consent or consent towing business or vehicle/vessel regardless of whether the applicant's civil rights have been restored or remained intact. For the purposes of this ordinance, any offense involving fraud, forgery, theft, perjury or false statement shall be considered to be directly related to the business of operating a towing company.
  - e. Conviction before the date of I.D. badge application of any offense relating to sex crimes, the use of a deadly weapon, homicide, false imprisonment, kidnapping, violent offense against a law enforcement officer under section 775.0823, Florida Statute, or having been adjudicated a habitual violent felony offender under section 775.084, Florida Statute.
  - f. Responding to a call while under the influence of alcohol or any controlled substance, based upon a finding made by law enforcement.
  - g. Tow truck drivers with valid tow truck driver I.D. badges at the time this amended ordinance was approved may continue to be eligible for issuance of a tow truck driver I.D. badge in future renewals as long as there are no additional crimes or reputability issues as referenced above. Tow truck drivers whose I.D. badges are expired for a period greater than twelve (12) months shall be considered new and subject to the provisions of this ordinance.
12. A tow truck driver with a current I.D. badge is required to notify the division within ten (10) business days upon being convicted of any crime. The division may initiate denial, revocation or suspension proceedings for lack of reputability issues and criminal convictions as provided in this subsection which arise subsequent to the issuance of a tow driver's I.D. badge;
  13. Applicants shall have no unsatisfied civil penalties, judgments or administrative orders pertaining to this ordinance;
  14. Every application or renewal application for a tow driver's I.D. badge and application for amendment of a tow driver's I.D. badge, shall be in writing and signed by the applicant and shall be filed with the Palm Beach County Division of Consumer Affairs on a form provided by the division together with the nonrefundable tow driver's I.D. badge fees which shall not be subject to proration. Each tow driver's I.D. badge shall be valid for a two (2)-year period from date of application approval. The division may deny or revoke a tow driver's I.D. badge if it is determined that the applicant has misrepresented, omitted, or concealed a fact on the application, renewal application or replacement application. If the tow driver's I.D. badge is revoked, the division shall not accept an application for said tow driver's I.D. badge for one (1) year from the date the badge is revoked. Any person renewing a tow driver's I.D. badge must file a renewal application, furnish the documentation requested by the division, and submit payment for the required nonrefundable renewal fee(s) not more than ninety (90) days before the expiration date of a tow driver's I.D. badge. Persons who fail to reapply for their tow driver's I.D. badge thirty (30) days prior to expiration, risk having a gap in their authorization to drive a tow truck. Persons who fail to submit their renewal application, required documentation and fees by the expiration date of the tow driver's I.D. badge must pay a nonrefundable late fee, over and above the tow driver's I.D. badge fee. Any applicant who fails to submit a renewal application within one (1) year of the expiration of a current badge will be considered a new applicant when reapplying and no grandfathered provisions will apply. Said fees shall be established by resolution of the Board;

- 1 15. Shall submit to photographing (full face exposure/without sunglasses or head coverings)  
2 prior to the issuance of the tow driver's I.D. badge by the division;
- 3 16. Complete the tow driver's I.D. badge registration affidavits provided by the division;
- 4 17. Not possess a suspended or revoked driver's license as a result of a moving violation or  
5 have any outstanding and unsatisfied civil penalties, citations or judgments imposed due to  
6 violations of this ordinance;
- 7 18. Not violate the terms of a cease and desist order, assurance of voluntary compliance, notice  
8 to correct a violation or any other lawful order of the director;
- 9 19. Not be enjoined by a court of competent jurisdiction from engaging in the towing business  
10 or was enjoined by a court of competent jurisdiction with respect to any of the requirements  
11 of this ordinance; and
- 12 20. Have no conviction or plea of guilty or nolo contendere in any military or foreign  
13 jurisdiction, federal, state, county or municipal jurisdiction within the United States for  
14 violations analogous or parallel to those violations enumerated in all sections herein:
  - 15 a. The driver of a tow truck shall conspicuously display on the driver's person through the  
16 use of a neck lanyard, or above the waist on the outermost garment, the tow driver's  
17 I.D. badge issued pursuant to this ordinance so that it is visible and available for  
18 inspection to the public, division personnel and all law enforcement officials while  
19 engaged and on duty for a tow truck company.
  - 20 b. Each tow driver's I.D. badge shall be developed by the division. Each driver's I.D.  
21 badge shall, at a minimum, contain the name of the driver, date of expiration, photo of  
22 the driver, and such additional terms, conditions, provisions and limitations as were  
23 imposed during the approval process. Each company for which a driver will be driving  
24 must submit an affidavit (on a form prepared by the division) or documentation from  
25 the insurance company (fax acceptable) that the driver is eligible to be insured under  
26 the company's insurance policy.
  - 27 c. The division may issue a replacement tow driver's I.D. badge to any driver upon  
28 payment of a nonrefundable replacement fee, presentation of proof or a sworn affidavit  
29 that the driver's I.D. badge has been lost, stolen or for any other valid reason, and any  
30 other documentation or requirement requested by the division. The replacement fee  
31 shall be established by resolution of the Board.
  - 32 d. It shall be unlawful for any person to drive a tow truck unless such person has a valid  
33 tow driver's I.D. badge issued pursuant to this section.
  - 34 e. It shall be unlawful for any person to drive a tow truck for any tow truck company  
35 which has not been granted an operating permit pursuant to Section 4 (operating permit  
36 required).
  - 37 f. It shall be unlawful for any applicant for a tow driver's I.D. badge to misrepresent, omit  
38 or conceal a fact on the application, renewal application or replacement application.  
39 Upon submission of the application, the division shall provide the driver with a receipt.  
40 No applicant shall be permitted to drive a tow truck in Palm Beach County until the  
41 division has issued to him/her a tow driver's I.D. badge. The division shall provide the  
42 tow driver's I.D. badge within ten (10) business days following the submittal of the  
43 application and all required documents. In the event the official criminal background  
44 records furnished to the division are insufficient and additional information is  
45 necessary, the division shall be permitted an additional twenty (20) business days to  
46 issue the driver's I.D. badge.
  - 47 g. Tow truck drivers must be hygienically clean, well-groomed and neat. Drivers are not  
48 permitted to wear open toed shoes and must comply with all state and federal (e.g.,  
49 O.S.H.A.) safety regulations. Non-consent tow truck drivers are not permitted to wear  
50 uniforms purporting to be from a different company or business than the one they  
51 actually work or drive for. Failure to abide by these requirements is a violation of this  
52 ordinance.
  - 53 h. Tow truck drivers shall not use abusive language to consumers or division personnel.
  - 54 i. Tow truck drivers must be able speak and understand English to the extent they can  
55 take instruction from law enforcement officers and consumers and complete manifests  
56 or invoices.



- 1 j. Drivers shall cooperate fully at all times with the division in the furnishing of  
2 information required in connection with requests for proof of driver's license, vehicle  
3 insurance and/or tow driver's I.D. badge, during the process of applying to renew a tow  
4 driver's I.D. badge, and during investigations of consumer complaints. Further, drivers  
5 shall not obstruct, hamper or interfere with an investigation of violations of this  
6 ordinance conducted by division personnel, any law enforcement officer or employee  
7 of any other agency enforcing this ordinance.
- 8 k. No person maintaining, owning, or operating a towing company shall suffer or permit  
9 any person or employee to drive a tow truck unless such person has a valid tow driver's  
10 I.D. badge issued pursuant to this ordinance. This paragraph shall not apply to a towing  
11 company which is training a prospective driver. Such prospective driver must be  
12 accompanied by and working under the direct supervision of a company employee who  
13 is in possession of a valid tow driver's I.D. badge.
- 14 l. Failure to comply with the provisions of this section may result in the division denying  
15 a tow driver I.D. badge, revoking or suspending the tow driver's I.D. badge, denying a  
16 renewal of such tow driver's I.D. badge, issuing a civil citation, a misdemeanor  
17 conviction or other such remedies available to the division herein.

18 **SECTION 20. Fraudulent Transfer of Tow Truck Company.**

19 A transfer of a tow truck company to a successor company shall be deemed a fraudulent  
20 transfer if said transfer is made by the tow truck company for the purpose of evading permit fees,  
21 fines, civil penalties, suspension, revocation, any consent agreement or other enforcement  
22 mechanism or requirement of this ordinance pertaining to tow truck companies. It shall be a  
23 violation of this ordinance for a tow truck company to fraudulently transfer a tow truck company.  
24 In determining intent to defraud, consideration may be given among other factors to, whether:

- 25 (a) The transfer was to an insider;
- 26 (b) The tow truck company retained possession or control of the property transferred after the  
27 transfer;
- 28 (c) The transfer was disclosed or concealed;
- 29 (d) Before the transfer was made or obligation was incurred, the tow truck company had been sued  
30 or threatened with suit;
- 31 (e) The transfer was of substantially all the tow truck company's assets;
- 32 (f) The value of the consideration received by the tow truck company was reasonably equivalent  
33 to the value of the asset transferred or the amount of the obligation incurred;
- 34 (g) The tow truck company was insolvent or became insolvent shortly after the transfer was made  
35 or the obligation was incurred;
- 36 (h) The transfer occurred shortly before or shortly after substantial permit fees or civil penalties  
37 were incurred;
- 38 (i) The tow truck company transferred the essential assets of the business to a lien or who  
39 transferred the assets to an insider of the tow truck company; and,

40 **SECTION 21. Additional Requirements for Providing Immobilization Services.**

- 41 (a) Immobilization operators must be hygienically clean, well-groomed and neat. Immobilization  
42 operators are not permitted to wear open toed shoes and must comply with all state and federal  
43 (e.g., O.S.H.A.) safety regulations.
- 44
- 45 (b) Immobilization operators shall wear identification tags, prominently displayed on the front left  
46 side of their shirt that includes the immobilization company name, immobilization operator  
47 name and immobilization operator picture. Immobilization operators are not permitted to wear  
48 uniforms purporting to be from a different company or business than the one they actually  
49 work for. No identification shall use the words "enforcement" "department" or "Police." No  
50 badges that bear resemblance to law enforcement officers may be worn by immobilization  
51 contractor or staff. Failure to abide by these requirements is a violation of this ordinance.
- 52
- 53 (c) Immobilization operators shall not use abusive language to consumers or division personnel.
- 54
- 55 (d) Immobilization operators must be able to speak and understand English to the extent they can  
56 take instruction from law enforcement officers and consumers and complete invoices.

1 (e) It is unlawful for an immobilization company to immobilize a vehicle/vessel parked on private  
2 property without permission or authority of the vehicle/vessel owner/driver of that vehicle,  
3 unless each of the following requirements are satisfied:  
4

5 1. The vehicle/vessel is parked in an unlawful manner or in violation of other parking rules  
6 and regulations.  
7

8 2. A light reflective sign (minimum dimensions of at least 18" high X 24") is prominently  
9 posted on the property as follows:  
10

11 a. Each driveway access/entrance or curb cut allowing vehicular access to the real  
12 property.  
13

14 b. Within ten (10) feet from the public roadway.  
15

16 c. If there are no curbs or access barriers, signs shall be posted not less than one (1) sign  
17 each twenty-five (25) feet of lot frontage.  
18

19 d. Each sign shall be permanently installed not less than three (3) feet and not more than  
20 six (6) feet above ground level. When authorized "Immobilization Zone" signs may  
21 be mounted on the same pole as the "Tow Away" signs.  
22

23 Signs shall be continuously maintained on the real property for not less than twenty-  
24 four (24) hours prior to the immobilization of any vehicle(s).  
25

26 e. The light reflective sign and the text shall clearly display, on a contrasting background,  
27 the following information:  
28

29 1. In letters at least one (1) inch high the words: "Unauthorized vehicles will be  
30 immobilized and/or towed away at the owners expense";  
31

32 2. In not less than two and one-half (2.5) inches high the words: "IMMOBILIZATION  
33 ZONE";  
34

35 3. In letters at least one (1) inch high the days of the week and hours of the day during  
36 which vehicles will be immobilized;  
37

38 4. In letters at least one (1) inch high the name of the company performing the  
39 immobilization service; and,  
40

41 5. In letters at least two (2) inches high the telephone number to call and the on-site  
42 location (if applicable) where a person can go to request the release of the  
43 immobilization device on the vehicle.  
44

45 (f) Light reflective signs must be maintained or replaced so that they are clearly visible, legible  
46 and light reflective at all times. The immobilization company is responsible for maintaining  
47 and replacing signs. Immobilization companies may charge property owners or companies a  
48 fee to install or maintain signage.  
49

50 (g) In the event the immobilization company goes out of business or is no longer performing  
51 immobilization services for the property owner, the property owner is responsible for removal  
52 of signs. Failing to provide, maintain, replace and/or remove the signs in accordance with this  
53 section is a violation of this ordinance.  
54

55 (h) No immobilization shall occur if the vehicle/vessel is occupied by a living person or animal.  
56

57 (i) No immobilization shall occur if the vehicle/vessel is a police or law enforcement vehicle, a  
58 fire fighting vehicle, an emergency medical services vehicle or ambulance, or any other  
59 vehicle/vessel owned by a government entity. If a vehicle/vessel is immobilized by error but  
60 is ineligible for immobilization under this paragraph, the immobilization company will  
61 immediately release the vehicle/vessel without requiring payment for same upon demand of  
62 vehicle owner/driver.



- (j) Immobilization shall be accomplished by installing a mechanical device to a parked vehicle/vessel so as to prevent its usual manner of operation.
- (k) Immediately after a vehicle/vessel is immobilized, the person immobilizing such vehicle/vessel shall affix a warning notice to the driver's side window of the vehicle (if the window is down, the warning notice shall be placed on the front windshield in front of the driver location), that is adhered to the window by an adhesive backing or at least two (2) inch wide commercial clear adhesive tape indicating in font not smaller than fourteen (14) point that the vehicle is immobilized and that any attempt to move it will cause damage. Additionally, the notice shall provide the immobilization company name, a local telephone number to contact for release of the immobilization device, the fee for its removal including the accepted methods of payment (cash, money order, traveler's check, Visa or MasterCard) immobilized vehicle make and tag number or vehicle identification number (VIN) and the location, date and time immobilization occurred. The warning notice must be printed on card stock or weather resistant vinyl with a minimum font size of 40pt with the words "WARNING" centered at the top of the notice. The notice shall not be less in size than eight and one-half by five and one-half inches (8½" x 5½"). The warning notice sign shall be submitted with the operating permit application and approved by the County.
- (l) An immobilization company or immobilization operator may not charge more than the maximum allowable rates established by Board Resolution.
- (m) The rebate or repayment of money or any other valuable consideration directly or indirectly from the individual or firm immobilizing vehicles to the owners or operators of the premises from which the vehicles are immobilized, for the privilege of immobilizing those vehicles, is prohibited and is a violation of this ordinance.
- (n) No release or waiver of any kind purporting to limit or avoid liability for damages to a vehicle/vessel that has been immobilized shall be valid. In addition, any person who immobilized a vehicle/vessel, or other person authorized to accept payment of any charges for such immobilizing, shall provide a signed receipt to the individual paying the immobilizing charges at the time such charges are paid. Such receipt shall state the name, business address, and business telephone number of the person who has immobilized such vehicle/vessel and such receipt shall include the following statement (in at least 12 point font):
- IF YOU HAVE QUESTIONS OR COMPLAINTS ABOUT THE IMMOBILIZATION OF YOUR VEHICLE THAT ARE UNABLE TO BE RESOLVED BY THE COMPANY MANAGEMENT, CONTACT THE PALM BEACH COUNTY CONSUMER AFFAIRS DIVISION, WEST PALM BEACH, FLORIDA. BY INTERNET: [www.pbcgov.com/consumer](http://www.pbcgov.com/consumer) or by TELEPHONE: (561) 712-6600.**
- (o) Any immobilization company which immobilized a vehicle/vessel shall respond to the location of the immobilized vehicle within one (1) hour after being contacted by the vehicle/vessel owner and remove the immobilization device within thirty (30) minutes after the removal fee has been paid. The vehicle owner/driver, or other person appearing in person with the vehicle/vessel owner/driver, shall be permitted to pay the appropriate charge for immobilizing at the location where such vehicle/vessel was immobilized.
- (p) **COMPANIES PERFORMING IMMOBILIZATIONS IN PALM BEACH COUNTY ARE REQUIRED TO ACCEPT EACH OF THE FOLLOWING FORMS OF PAYMENT: CASH, MONEY ORDER OR VALID TRAVELER'S CHECK; AND VALID BANK DEBIT/CREDIT CARD WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, MASTERCARD AND VISA CARD THAT IS IN THE NAME OF THE VEHICLE/VESSEL OWNER OR AUTHORIZED DRIVER, OR IN THE NAME OF A PERSON APPEARING IN PERSON AND WITH THE VEHICLE/VESSEL OWNER OR AUTHORIZED DRIVER. A CREDIT CARD CONVENIENCE FEE MAY BE ADDED TO THE TRANSACTION AMOUNT TO COVER CREDIT CARD FEES AS ESTABLISHED BY BOARD RESOLUTION.**
- (q) Each immobilization company must enter into a written contract with every property owner that authorizes the company to immobilize vehicles/vessels on the property. The contract shall state which parking violations are authorized for immobilization. Each contract must be kept

on file for a period of three (3) years following termination of the contract. The division, law enforcement officers and the vehicle/vessel owner/driver of the immobilized vehicle may request a copy of the contract by telephone or email to the immobilization company or to be delivered either: 1) by hand delivery, email or facsimile to the requesting party, within 48 business hours of request.

(r) Immobilization companies which provide services in violation of this ordinance relating to a specific immobilization shall be required to reimburse the vehicle/vessel owner/driver all charges related to that immobilization incident. Failure to reimburse the vehicle/vessel owner/driver of the vehicle in such cases is a violation of this ordinance.

(s) The business providing the immobilization service shall first obtain and maintain a current and valid operating permit issued by the division.

(t) The immobilization business shall maintain a telephone communication system to answer telephone calls from the public twenty-four (24) hours a day, seven (7) days per week for the timely release of immobilized/booted vehicles/vessels.

(u) All immobilization business vehicles shall display the company name on the driver and passenger side of the vehicle in letters at least three (3) inches high. The company's address and telephone number shall be displayed on the driver and passenger side of the vehicle in letters at least one (1) inch high. No immobilization business shall use the words "Department," or "Police," in its advertising, signs, stickers, uniforms or identifications.

(v) An immobilized vehicle/vessel shall not remain immobilized for more than ninety six (96) hours. After such time period has expired, the vehicle shall be released from the immobilization device and may be towed or removed.

(w) Each contract between the property owner and immobilization company shall specify the amount of time in hours (not to exceed ninety-six (96) hours) that a vehicle will remain immobilized before it is removed from the property and towed to the storage yard of a licensed non-consent tow truck company or released from the immobilization.

(x) When a tow truck company is removing a vehicle that was immobilized and not redeemed by the vehicle owner/driver within ninety-six (96) hours, the non-consent tow truck company must first obtain prior express instruction in accordance with Section 14 to remove the vehicle from the real property.

(y) Tow truck companies are not permitted to add immobilization charges to the tow truck invoices and only the towing charges shall be imposed on the vehicle owner/driver.

(z) If a vehicle/vessel is in the process of being immobilized and the owner/operator of the vehicle/vessel arrives and the immobilization device has not been attached and/or locked, the immobilization company must not continue with the booting/immobilization process and cease any further attempts to apply it to the vehicle/vessel. Immobilization fees are not permitted in such instances.

(aa) Vehicles/vessels that are parked in such a way to prevent egress/ingress to a property or garbage dumpster, are parked in a designated handicapped parking space or fire lane, or are parked in such a way that would constitute an important public safety concern, shall not be immobilized.

(bb) Every person, immobilization service, and immobilization contractor who immobilizes a vehicle/vessel shall keep and maintain an immobilization log with the following information:

1. Date and time the vehicle/vessel was observed illegally parked;
2. The date and time of immobilization;
3. The location/address of the real property where the immobilization took place;
4. The description of the vehicle/vessel including make, model, year, color, vehicle identification number, and license plate number;
5. The date and time the request for removal of the immobilization device was received and the date and time of response and removal of the immobilization device;
6. The amount and method of payment for release of the immobilization device;



1        7. The name of the person removing the immobilization device; and

2        8. The name of person to whom the vehicle/vessel was released.

3        (cc) All persons and immobilization services shall keep all immobilization logs on file for a  
4        period of one (1) year and shall make such logs available for inspection to any law or code  
5        enforcement officer or designee assigned to investigate the complaints and enforcement during  
6        regular business hours (Monday – Friday 8:00 a.m. - 5:00 p.m. excluding holidays). Failure to  
7        comply with the provisions of this section may result in denial of operating permit, revocation  
8        or suspension of the operating permit, issuance of a civil citation, a criminal conviction and/or  
9        other such remedies available to the division as provided herein and by law.

10       (dd) Persons who provide services pursuant to this ordinance shall not use physical force,  
11       violence, intimidation or threats of physical force or violence in dealing with the individuals  
12       responsible for administering this ordinance or individuals who have had or are about to have  
13       their vehicles immobilized.

14       **SECTION 22. Deceptive and Unfair Trade Practices.**

15       No tow truck or immobilization company shall allow any employee, agent or representative  
16       of a tow truck company or immobilization company to engage in any unfair method of  
17       competition, unconscionable acts or practices or unfair or deceptive acts or practices in the conduct  
18       of towing or immobilization services.

19       **SECTION 23. Cease and Desist Order.**

20       (a) If the division, after due investigation, has reason to believe that a tow truck or immobilization  
21       company has been or is violating any of the provisions of this ordinance, then the division may  
22       cause to be served by personal service, certified mail or posting in a conspicuous place at the  
23       tow truck or immobilization company's primary place of business, a demand to cease and  
24       desist, stating the charges and shall incorporate and set out the following:

25       1. The name of the complainant;

26       2. The alleged charge and approximate date of the commission of the act;

27       3. The section of the ordinance alleged to be involved.

28       (b) Any tow truck or immobilization company which has been issued a cease and desist order by  
29       the division may appeal such order to the consumer affairs hearing board/special magistrate  
30       within twenty (20) days of receipt of the order. A nonrefundable filing fee must accompany  
31       the written request for appeal. The filing fee shall be established by resolution of the Board.  
32       The appeal shall be reviewed at a hearing of the consumer affairs hearing board/special  
33       magistrate within sixty (60) days of receipt by the division of the request for appeal.

34       (c) The board shall keep a full record of the hearing, which record shall be public and open to  
35       inspection by any person, and upon request, the board shall furnish such party a copy of the  
36       hearing record, at such cost as the commission deems appropriate.

37       (d) Procedure at hearings. At the hearing, the tow truck or immobilization company may be  
38       represented by counsel and may bring all original documents and other data pertinent to the  
39       case; and will be given an opportunity to present witnesses and evidence it may deem  
40       appropriate.

41       (e) The consumer affairs hearing board/special magistrate shall hear the cases on the agenda. All  
42       testimony shall be under oath or by affirmation and shall be recorded. Each case before the  
43       consumer affairs hearing board/special magistrate shall be presented by the division. The  
44       consumer affairs hearing board/special magistrate shall take testimony from county staff, if  
45       relevant, the alleged violator, and other relevant testimony. Formal rules of evidence shall not  
46       apply, but fundamental due process shall be observed and govern the proceedings. Upon  
47       determination of the consumer affairs hearing board/special magistrate, irrelevant, immaterial  
48       or unduly repetitious evidence may be excluded, but all other evidence of a type commonly  
49       relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible,  
50       including hearsay evidence, whether or not such evidence would be admissible in a trial in the  
51       courts of Florida. Due regard shall be given to the competent, reliable and technical evidence  
52       which will aid the consumer affairs hearing board/special magistrate in making a fair  
53       determination of the matter, regardless of the existence of any common law or statutory rule  
54       which might otherwise make improper the admission of such evidence.

- (f) Any member of the consumer affairs hearing board/special magistrate or the attorney representing the division may inquire of or question any witness before the consumer affairs hearing board/special magistrate. The alleged violator, or his/her attorney, shall be permitted to inquire of any witness before the consumer affairs hearing board/special magistrate. The right to cross examine witnesses shall be preserved.
- (g) At the conclusion of the hearing, the consumer affairs hearing board/special magistrate shall orally render its decision (order) based on evidence entered into the record. The decision shall be by motion approved by the affirmative vote of those members present and voting or by the special magistrate. The consumer affairs hearing board/special magistrate's decision shall be transmitted to the tow truck company or immobilization company in the form of a written order including finding of facts, and conclusion of law consistent with the record. The order shall be transmitted by certified mail/hand delivery/posting to the tow truck or immobilization company within ten (10) days after the hearing. The order may include a notice that it must be complied with by a specified date.
- (h) Any person may appeal a final determination of the consumer affairs hearing board/special magistrate within thirty (30) days of the rendition of the decision by filing a petition for writ of certiorari in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

**SECTION 24. Assurance of Voluntary Compliance.**

- (a) In the enforcement of this ordinance, the division may accept an assurance of voluntary compliance with respect to any method, act, or practice deemed to be a violation of this ordinance from any person who has engaged, or was about to engage in, such method, act, or practice. Any such assurance shall be a formal written agreement between the division and the tow truck or immobilization company, approved as to form and legal sufficiency by the county attorney's office. Such assurances of voluntary compliance may be conditioned on a commitment to reimburse consumers or any other appropriate corrective action such as the payment by the tow truck or immobilization company of the costs of the investigation by the division, and fines and/or fees. An assurance of voluntary compliance is not evidence of prior violation of this part, however, a failure to comply with the terms of an assurance of voluntary compliance shall be deemed prima facie evidence of a violation of this ordinance. No such assurance of voluntary compliance shall act as a limitation upon any action or remedy available to a person aggrieved by a violation of this ordinance. A tow truck or immobilization company violating an assurance of voluntary compliance may have its operating permit suspended or revoked by the division.
- (b) Every tow truck or immobilization company seeking to negotiate an assurance of voluntary compliance with the division shall be apprised of the right to have the case heard by the consumer affairs hearing board/special magistrate in lieu of entering into an assurance of voluntary compliance agreement. Such procedures shall be in accordance with the hearing procedures provided in Section 28.

**SECTION 25. Enforcement and Penalties: Civil and Criminal.**

- (a) It shall be unlawful for any person to violate any of the provisions of this ordinance, including failure to pay any fees for services of the division as set forth in this ordinance. This ordinance shall be enforced by personnel authorized by the division, county code enforcement officials, the police agencies of the various municipalities in Palm Beach County and by the Palm Beach County Sheriff's Office. When specifically authorized by the director, this ordinance may be enforced by other Palm Beach County personnel.
- (b) The county court shall have jurisdiction over all violations of this ordinance.
- (c) The division shall maintain a system by which violators are given citations or written notice of all violations. The county clerk shall accept designated fines and issue receipts therefore.
- (d) The division is authorized to enforce the provisions of this ordinance by administrative fines not to exceed five hundred dollars (\$500.00) for each violation. Any person who has violated any provision of this ordinance shall be fined an amount as established by the Board by resolution. Each day of a continuing violation shall be deemed a separate violation.
- (e) Payment shall be made, either by mail or in person, to the violations bureau within the time specified upon the citation. If a person follows these procedures and makes payment, he shall be deemed to have admitted to the infraction and to have waived his/her right to a hearing on the issue of the commission of the infraction.



- (f) All fines collected as a result of said citations (except those fines collected as a result of citations issued by municipal law enforcement officers, which shall be remitted by the clerk of the court directly to the municipality issuing the citation) shall be paid into the county treasury and deposited into the designated fund for the division. All mandatory costs as required by statute shall be assessed against every person convicted of a violation of this ordinance.
- (g) Any person who fails to make payments within the time period specified on the citation shall be deemed to have waived his/her right to pay the civil penalty as set forth in the citation and shall appear before the county court.
- (h) Any person who elects to appear before the court to contest the citation shall be deemed to waive his/her right to pay the civil penalty. The court, after a hearing, shall make a finding as to whether a violation has occurred and may impose a civil penalty not to exceed five hundred dollars (\$500.00) plus court costs.
- (i) If a person fails to pay the civil penalty or fails to appear in court to contest the citation, he/she shall be deemed to have waived his/her right to contest the citation and, in such case, a default judgment shall be entered and the judge shall impose a fine. At that time an order to show cause may be issued. If the fine is paid, the case shall be dismissed. If the fine is not paid, judgment may be entered up to the maximum civil penalty of five hundred dollars (\$500.00) plus court costs.
- (j) Any person who refuses to sign and accept a citation issued pursuant to this ordinance shall be guilty of a misdemeanor of the second degree, punishable as provided by sections 775.082, 775.083 or 775.084, Florida Statutes.
- (k) The division may require mandatory court appearances for violations resulting in the issuance of a third or subsequent citation to a person. The citation shall clearly inform the person of the mandatory court appearance. The division shall maintain records to prove the number of citations issued to the person. Persons required to appear in court do not have the option of paying the fine instead of appearing in court.

**SECTION 26. Administrative Enforcement, Denial, Revocation and Suspension of Operating Permits/I.D. Badges.**

- (a) The director is authorized to deny, suspend or revoke operating permits, tow truck decals, or I.D. badges upon written notice. Tow truck and immobilization companies are subject to denial, suspension or revocation when it appears that:
1. The tow truck or immobilization company and/or driver/operator has failed to comply with or has violated the provisions of this ordinance.
  2. The tow truck company has failed to comply with or has violated the provisions of Florida Statutes, Ch. 323, § 713.78 and § 715.07.
  3. The operating permit or I.D. badge was obtained by an application in which any material fact was omitted or falsely stated.
  4. Any tow truck or equipment owned or operated by the tow truck company and issued a decal pursuant to the ordinance has been operating in violation of this ordinance or any provision of law.
  5. An operating permit issued pursuant to this ordinance may be suspended or revoked when the director receives written notification that the immobilization company, or tow truck company, or their officer, director or partner pled nolo contendere, pled guilty or has been convicted of any crime designated as a felony (as referenced in Section 5(g) (new applications/renewals and issuance of towing operating permit; fees) or any crime relating to motor vehicles.
  6. Failed to comply with the terms of a cease and desist order, notice to correct a violation, written assurance of voluntary compliance, or any other lawful order of the director, the division, or the consumer affairs hearing board and/or special magistrate.
  7. Failed to obtain or maintain insurance as required by this ordinance.
  8. Misrepresented or concealed a fact on the application, renewal application, or replacement application for a license.
  9. Engaged in any conduct as a part of the performance of any contract for service which constitutes a deceptive and unfair trade practice or fraud.

- (b) Suspensions.

1. Any towing or immobilization company which has violated this ordinance as provided for in this section may have its operating permit suspended by action of the division director for a period not to exceed thirty (30) days. In such cases the director shall provide written notice to the company at least ten (10) days prior to the effective date of the suspension.
  2. Notwithstanding other suspension, revocation or denial procedures included in this ordinance, where the action taken is based solely upon three (3) or more violations of this ordinance which resulted in civil fines/penalties, judgments or administrative orders entered by the division and/or a conviction or plea of guilty or nolo contendere resulting from three (3) separate incidents/ complaints within a twelve (12)-month period shall result in the suspension of an operating permit for a period of four (4) business days. The company is required to pay an administrative reactivation fee established by resolution of the Board before any towing or immobilization services can resume in Palm Beach County. Any company found operating during a period of suspension, revocation or denial shall have its operating permit or I.D. badge revoked for a period of one (1) year. This penalty shall be in addition to any other penalties, fines or enforcement action that may be assessed or brought by the division.
  3. Notwithstanding other suspension, revocation or denial procedures included in this ordinance, where the action taken is based solely upon four (4) or more violations of this ordinance which resulted in civil fines/penalties, judgments or administrative orders entered by the division and/or a conviction or plea of guilty or nolo contendere resulting from four (4) separate incidents/complaints within a twelve (12)-month period shall result in the suspension of an operating permit for a period of eight (8) business days. The company is required to pay an administrative reactivation fee established by resolution of the Board before any towing services can resume in Palm Beach County. Any company found operating during a period of suspension, revocation or denial shall have its operating period revoked for a period of one (1) year.
  4. The division may suspend or revoke the operating permit of any tow truck or immobilization company which fails to comply with the insurance requirements of Section 7 of this ordinance.
- (c) Revocations. Except as provided in subsection (b)(2) above, any towing or immobilization company which has had its operating permit revoked as provided for in subsection (a)(1) – (9) above shall have such operating permit revoked for one (1) year from the date of the revocation notice. Such revocations may be appealed as provided for in Section 28. Operating permits that are revoked are not subject to reissuance for one (1) calendar year unless a different revocation period is specified elsewhere in this ordinance. A reactivation fee will be assessed prior to any reinstatement as authorized by Board resolution.

#### **SECTION 27. Additional Penalties.**

Failure to comply with the requirements of this ordinance shall also constitute a violation of this ordinance, and the Consumer Affairs Ordinance of Palm Beach County (Ordinance No. 13-035, as amended). Violations of this ordinance may be punishable, upon conviction, pursuant to Florida Statutes, § 125.69(1), by a fine not to exceed five hundred dollars (\$500.00) per violation or imprisonment not exceeding sixty (60) days, or both such fine or imprisonment, or may subject the violator to civil fines based on the issuance of a civil citation. Each day of continuing violation shall be considered a separate offense. In addition to the sanctions contained herein, the county shall take any other appropriate legal action, including but not limited to, cease and desist orders, other administrative action and requests for temporary and permanent injunctions to enforce the provisions of this ordinance. It is the purpose of this ordinance to provide additional cumulative remedies.

#### **SECTION 28. Hearings and Appeals.**

Upon receipt of a cease and desist order by the division, or upon receipt of a notice of denial, revocation, or suspension of an operating permit, or I.D. badge, which order or notice shall specify the grounds for the order, denial, suspension or revocation, the tow truck company, immobilization company, or tow driver shall be entitled to an appeal according to the following:

- (a) Administrative appeal. Any tow truck or immobilization company or tow driver/operator, which has had an operating permit/badge, denied, revoked, or suspended by the division, may appeal such decision to the consumer affairs hearing board/special magistrate within ten (10) business days of the order or denial being received, by submitting a written request to the division. The appeal must set forth specific grounds including the facts that are alleged to support the appeal and applicable references to this ordinance. A nonrefundable filing fee must



1 accompany the written request for appeal. The tow truck or immobilization company or tow  
2 driver may be represented by an attorney and shall be entitled to present a defense. The  
3 company or its attorney shall file a written notice of appeal signed by the company or its  
4 attorney requesting a hearing and setting forth a brief statement of the reasons thereof. The  
5 filing fee shall be established by resolution of the Board. The appeal shall be reviewed at a  
6 hearing of the consumer affairs hearing board/special magistrate within sixty (60) days of  
7 receipt by the division of the notice of appeal.

8 (b) Upon receipt of such notice of appeal, the division shall set a time and place for such hearing  
9 and shall give the violator or attorney and the consumer affairs hearing board/special  
10 magistrate reasonable notice thereof. All hearings and appeals shall be scheduled and  
11 determined as promptly as practicable and in no event more than sixty (60) days from the date  
12 of the notice of the written notice of appeal was filed. Written notice of the time, date, and  
13 place of the hearing of the appeal by the division shall be served upon the appellant no later  
14 than twenty (20) days prior to the date of the hearing. Said notice of hearing, shall be by  
15 personal service, certified mail or posting in a conspicuous place at the tow truck or  
16 immobilization company's place of business. Failure of the company to respond within the  
17 time frames specified herein or failure to appear at a duly noticed hearing shall be deemed a  
18 waiver of the right to hearing and an admission of the acts specified in the notice.

19 c) The written appeal to the consumer affairs hearing board/special magistrate will effect a "stay"  
20 on the order or action of the division pending a final determination as to the merits of the appeal  
21 by the consumer affairs hearing board/special magistrate. If the consumer affairs hearing  
22 board/special magistrate affirms the action of the division, the action becomes effective the  
23 day following the decision of the consumer affairs hearing board/special magistrate.

24 (d) The appeal of a violation, cease and desist order or other order of the division will be to  
25 determine whether reasonable evidence exists that the entity is in violation of any of the  
26 provisions of this ordinance.

27 (e) The appeal of a denial, revocation or suspension of an operating permit or I.D. badge shall be  
28 to determine whether the facts and circumstances reasonably support the denial, revocation or  
29 suspension based on the requirements and penalties authorized by the ordinance.

30 (f) For orders of revocation, suspension or denial that pertain to consent-only towing companies,  
31 only when such proceedings are related to public safety, the consumer affairs hearing board  
32 /special magistrate shall be required to determine if the order was reasonably related to  
33 safeguarding the public.

34 (g) The consumer affairs hearing board/special magistrate shall keep a full record of the hearing  
35 and shall furnish copies of the hearing record upon request at such cost as the Board deems  
36 appropriate by resolution.

37 (h) Procedure at the hearings: At the hearing, the tow truck company or immobilization company  
38 or tow driver applicant may bring documents and other data pertinent to the case, and will be  
39 given an opportunity to present witnesses and evidence as the company or driver deems  
40 appropriate. No formal procedures are required and the company or driver may be represented  
41 by counsel.

42 (i) For purposes of appeal, the FDLE criminal history/records reports and the State of Florida  
43 Department of Highway Safety and Motor Vehicles traffic/driving record report shall be  
44 deemed prima facie evidence and admitted into evidence before the consumer affairs hearing  
45 board/special magistrate.

46  
47 (j) The consumer affairs hearing board/special magistrate shall hear the cases on the agenda. All  
48 testimony shall be under oath or by affirmation and shall be recorded. Each case before the  
49 consumer affairs hearing board/special magistrate shall be presented by the division. The  
50 consumer affairs hearing board/special magistrate shall take testimony from county staff, if  
51 relevant, the alleged violator, and other relevant testimony. Formal rules of evidence shall not  
52 apply, but fundamental due process shall be observed and govern the proceedings. Upon  
53 determination of the consumer affairs hearing board/special magistrate, irrelevant, immaterial  
54 or unduly repetitious evidence may be excluded, but all other evidence of a type commonly  
55 relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible,  
56 including hearsay evidence, whether or not such evidence would be admissible in a trial in the  
57 courts of Florida. Copies of documentary evidence and documents from recognized  
58 government websites are admissible. Due regard shall be given to the competent, reliable and  
59 technical evidence which will aid the consumer affairs hearing board/special magistrate in

1 making a fair determination of the matter, regardless of the existence of any common law or  
2 statutory rule which might otherwise make improper the admission of such evidence.

3 (k) The consumer affairs hearing board/special magistrate shall consider the case record as well  
4 as the statement offered by any interested party and shall consider the matter de novo and shall,  
5 upon the basis of the record before it, affirm, modify or reverse the decision of the director.

6 (l) If the consumer affairs hearing board/special magistrate affirms the decision of the director to  
7 deny, suspend or revoke an operating permit/I.D. badge, the suspension or revocation shall be  
8 effective from the date of the consumer affairs hearing board's/special magistrate's order. A  
9 decision to affirm the action of the director shall constitute final agency action for purposes of  
10 further appeal.

11 (m) Suspension of the operating permit/I.D. badge. If, at the conclusion of the hearing, the  
12 consumer affairs hearing board/special magistrate decides to suspend the operating permit/I.D.  
13 badge, a time certain shall be set as the period of suspension. Prior to the end of such time  
14 certain, those violations for which the suspension was imposed shall be corrected; otherwise,  
15 the suspended permit(s) will be automatically revoked. An administrative reactivation fee shall  
16 be collected to reinstate the suspended permit(s). The administrative reactivation fee shall be  
17 established by resolution of the Board.

18 (n) Revocation of permit/I.D. badge. If, at the conclusion of the hearing, the consumer affairs  
19 hearing board/special magistrate decides to revoke an operating permit the individual, driver  
20 or tow truck company shall remove and/or return the operating permit to the division. A tow  
21 truck company whose operating permit has been revoked shall not be eligible to reapply as a  
22 new applicant for a period of six (6) months from the date of revocation.

23 (o) At the conclusion of the hearing, the consumer affairs hearing board/special magistrate shall  
24 orally render its decision (order) based on the testimony and evidence entered into the record.  
25 The decision shall be by motion approved by the affirmative vote of a majority of those  
26 members present and voting. The Consumer affairs hearing board's decision shall be  
27 transmitted to the company in the form of a written order including findings of facts and  
28 conclusions of law consistent with the record. The order shall be transmitted by certified  
29 mail/hand delivery/ posting to the company or tow driver within ten (10) days after the hearing.  
30 The order may include a notice that it must be complied with by a specified date.

31 (p) The company or tow truck driver, as applicable, may appeal a final determination of the  
32 consumer affairs hearing board/special magistrate within twenty (20) days of the rendition of  
33 the decision by filing a petition for writ of certiorari in the Circuit Court of the Fifteenth  
34 Judicial Circuit in and for Palm Beach County, Florida and complying with all procedures  
35 related to such process.

36 (q) If the consumer affairs hearing board/special magistrate reverses the decision of the director,  
37 it shall direct the director to issue or restore the tow truck operating permit/I.D. badge.

38 (r) In the event a written notice of appeal and accompanying filing fees are not submitted within  
39 the times frames outlined in this ordinance, the decision of the director shall prevail.

40 (s) Effect of appeal. The appeal of the decision of the director to suspend or revoke an operating  
41 permit/I.D. badge shall stay the effective date of the suspension or revocation.

#### 42 **SECTION 29. Scope of Ordinance.**

43 (a) The provisions of this ordinance and the relevant Florida Statutes shall be the exclusive  
44 regulations applicable to immobilization, towing, recovery and removal of vehicles/vessels in  
45 Palm Beach County and all storage provided therewith. This ordinance shall be applicable in  
46 both the unincorporated and incorporated areas, except that this ordinance shall not apply to  
47 immobilization companies performing immobilization services as part of a contractual  
48 relationship with a government agency nor in any municipality that has adopted and maintains  
49 in effect ordinances or regulations governing the same matters.

50 (b) Nothing in this ordinance shall be construed to prohibit the discharge or storage of a vehicle  
51 or vessel lawfully recovered, towed, immobilized or removed in another county and lawfully  
52 transported into Palm Beach County.

#### 53 **SECTION 30. Repeal of Laws in Conflict.**

54 All local laws and ordinances in conflict with any provisions of this Ordinance are hereby  
55 repealed to the extent of such conflict as it relates to the enforcement of this Ordinance only.  
56  
57



1 **SECTION 31. Savings Clause**

2 Notwithstanding Section 30, Repeal of Laws in Conflict, all administrative and court  
3 orders, fines and pending enforcement issued pursuant to the authority and procedures  
4 established by Ordinance 2011-008 shall remain in full force and effect.  
5

6 **SECTION 32. Inclusion in the Code of Laws & Ordinances.**

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

12 **SECTION 33. Severability.**

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

17 **SECTION 34. Effective Date.**

18 The provisions of this Ordinance shall be effective immediately upon filing with the  
19 Secretary of State.  
20  
21  
22

23 **APPROVED and ADOPTED** by the Board of County Commissioners of Palm Beach

24 County, Florida, on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

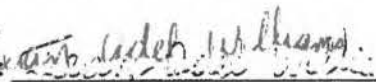
25 **JOSEPH ABRUZZO, CLERK**

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

28 By: \_\_\_\_\_  
29 **Deputy Clerk**  
30

By: \_\_\_\_\_  
**Robert S. Weinroth, Mayor**

31 **APPROVED AS TO FORM AND  
32 LEGAL SUFFICIENCY**  
33

34 By:   
35 **County Attorney**  
36

37 **APPROVED AS TO TERMS AND  
38 CONDITIONS**  
39

40 By:   
41 **Director, Public Safety Department**  
42 

43 **EFFECTIVE DATE:** Filed with the Department of State on the \_\_\_\_ day of

44 \_\_\_\_\_, 2022.

# Palm Beach County Towing & Immobilization Services Ordinance

REVISIONS & UPDATES 2022



Division of Consumer Affairs

## Background

- FL § 125.0103 (c) requires counties to establish maximum rates for immobilization services and specified tows such as removal of vehicles from private property or at an accident scene and associated storage fees.
- Tow Truck Ordinance first approved in 1992. Last revision to ordinance occurred in 2010 and rate adjustments in 2014 (effective 2015).
- Ordinance addresses operating permit requirements such as insurance minimums, inspection of vehicles and storage yards, standards and decals, record keeping requirements, procedures for non-consent towing, storage and towing rates for non-consent tows, violations, and driver requirements to highlight a few.
- Board resolution specifies fines, fees, and maximum immobilization and non-consent towing and storage rates.
- The Department of Public Safety Division of Consumer Affairs performs the licensing and regulatory functions. Regulatory activities are funded by licensing fees.



## Timeline: Stakeholder Inputs / Developments

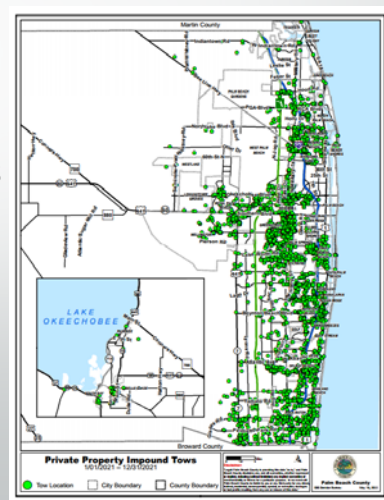
- Tow Industry Focus Group
- Immobilization Industry Focus Group
- Consumer Affairs Hearing Board: 6/15/22
- League of Cities: 6/22/22
- BCC
  - Advertise for Public Hearing: 7/12/22
  - Final Adoption: 8/23/22



## FY 21 Tow Industry Composition

- 158 Licensed Tow Truck Companies
  - 116 licensed consent tow businesses
  - 42 licensed non-consent tow businesses
- 448 Tow Vehicles
- 49 Tow Storage Yards
- 801 Tow Truck Drivers
- 755 Compliance Activities initiated by DCA

## Private Property Impounds



## KEY TERMS

- **Consent Tow** – the recovery, towing and storage, of a vehicle or vessel with the authorization / consent of the vehicle/vessel owner or authorized driver/agent
- **Non-Consent Tow** – the recovery, towing, removal and storage of a vehicle or vessel without authorization of the vehicle/vessel owner or authorized driver and includes both police directed tows and private property impounds
  - **Police Directed Tow:** Removal and storage of a **wrecked or disabled vehicles** at the direction of police/law enforcement from an accident scene or the removal and storage of a vehicle in the event the vehicle owner or driver is incapacitated, unavailable, or otherwise does not consent to the removal of the vehicle
  - **Private Property Impounds:** towing or removal of a vehicle or vessel, **without the consent** of the vehicle/vessel owner or driver when that vehicle/vessels is **parked on real property**, as authorized by Florida Statutes, § 715.07, as may be amended
- **Immobilization** – the act of installing a mechanical device to a parked vehicle as to prohibit the usual manner of movement

## Ordinance Revision Highlights: Towing

- Updates the definition section to include administrative/lien fee, conviction, credit card convenience fee, immobilization, immobilization operator, and real property and owner
- Modifies disqualifying criminal background records by assigning timeframes to certain disqualifying while retaining some existing permanent disqualifying offenses for tow driver applicants
- Allows tow companies to charge credit card convenience fees
- Recognizes e-mail as a legitimate medium for authorizing private property impound tows



## Ordinance Revision Highlights: Towing con't

- Clarifies that tow companies may charge private property owners/agents for installing and maintaining signage
- Authorizes county administrator or designee to waive decal fees for consent tows during a declared state of emergency
- Allows tow companies to charge actual administrative / lien fees from 3<sup>rd</sup> party vendor in addition to a flat rate consistent with FL § 713.78
- Establishes an annual rate adjustment using the CPI reported by the Bureau of Labor Statistics All Urban Consumers for the United States or 3% whichever is less, beginning on October 1, 2023
- Revisions removed duplicative information, ensured numbering consistency, conformed with current statute, and improved readability

## Ordinance Revision Highlights: Immobilization

- Establishes maximum rates for immobilization services including credit card convenience fees
- Requires operating permit
- Establishes operational requirements for immobilization services:
  - Insurance minimums (\$50,000 property damage liability coverage)
  - Response time to release vehicle (1hr to respond; 30 minutes to remove device)
  - Maximum days a vehicle shall be booted (96 hrs.)

## Ordinance Revision Highlights: Immobilization

- Signage requirements
- Warning notice to consumer posted on vehicle
- Requirements of acceptable forms of payment
- Record keeping requirements
- Establishes violations for non-compliance
- Establishes an annual rate adjustment using the CPI reported by the Bureau of Labor Statistics All Urban Consumers for the United States, or 3% whichever is less beginning October 1, 2023

## Resolution:

### Maximum Towing and Immobilization Rates

- FL § 125.0103 (c) requires counties to establish maximum rates
- Ordinance requires BCC to establish maximum rates through resolution
- Factors influencing rate recommendation
  - Length of time since last adjustment (2015)
  - Rates of other similarly sized and neighboring counties
  - Industry Input
  - Consumer Price Index



## Tow Industry Input: Expense Increases

- 300% increase in insurance over past 4 years
- 42% increase in labor costs (benefits and wages)
- 16% increase in tire costs
- 25% increase in equipment costs
- 48% increase in fuel costs

## Rate Increase CPI Methodology

2015	2016	2017	2018	2019	2020	2021
-0.1%	1.4%	2.5%	2.1%	1.6%	2.5%	1.4%

\*The 2022 rate is established by the 2021 CPI data.

## Maximum Non-Consent Towing Rate Recommendations & Comparisons

RATE TYPE	2015-Present	Proposed	% Change
Private Property Impounds Tow --Flat Rate			
Class A	\$123	\$138	12%
Class B	\$217	\$243	12%
Class C	\$308	\$345	12%
Class D	\$308	\$345	12%

RATE TYPE	2015-Present	Proposed	% Change
POLICE DIRECTED TOW			
Class A	\$167	\$172	3%
Class B	\$248	\$255	3%
Class C	\$370	\$381	3%
Class D	\$530	\$546	3%



RATE TYPE	2015-Present	Proposed	% Change
POLICE DIRECTED PER MILE FEE			
Class A	\$7.50	No Change	0%
Class B	\$8.50	No Change	0%
Class C	\$10.00	No Change	0%
Class D	\$12.50	No Change	0%

RATE TYPE	2015-Present	Proposed	% Change
<b>Daily outdoor storage</b> – vehicles 25' or less <u>after first 6 hours</u>	\$25	\$28	12%
<b>Daily outdoor storage</b> – vehicles longer than 25' <u>after first 6 hours</u>	\$35	\$39	11%
<b>Daily outdoor storage</b> – motorcycles, ATV=s, scooters, other small personal vehicles <u>after first 6 hours.</u>	\$15	\$17	13%
<b>*Daily indoor storage</b> – vehicles 25' or less <u>after first 6 hours.</u>	\$35	\$39	12%
<b>*Daily indoor storage</b> – vehicles longer than 25' <u>after first 6 hours.</u> Applies to non-commercial vehicles only.	\$50	\$56	12%

RATE TYPE	2015-Present	Proposed	% Change
<b>*Daily indoor storage</b> - motorcycles, ATV=s, scooters, other small personal vehicles <u>after first 6 hours.</u>	\$20	\$22	10%
<b>Drop Charge</b>	50% of the posted rate for such towing service	No Change	0%
<b>Administrative / Lien Fee</b>	\$50 max flat fee	\$50 fee plus actual 3 <sup>rd</sup> party fees	varies
<b>After Hours Gate Fee</b>	\$35	\$39	11%
<b>Extra Time at Scene</b> (first 30 minutes to be included in the initial cost per call)	25% of applicable towing fee in 15-min intervals	No Change	3%

RATE TYPE	2015-Present	Proposed	% Change
<b>Under Water Recovery</b>	\$100 plus cost per hour (port to port)	No Change	0%
<b>Hazardous material clean-up</b> 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	0%
<b>Credit Card Convenience Fee</b> (immobilization and towing)	N/A (NEW)	Not more than 3% of the tow invoice	3%



## Recommendations: Immobilization Maximum Rates (NEW)

- Establish maximum booting rate of **\$75 per vehicle**
- Authorize a maximum of 3% of invoice to be charged to consumer as credit card convenience fee
- Establishes an annual rate adjustment to begin in October 2023 using the CPI reported by the Bureau of Labor Statistics All Urban Consumers for the United States, as published in January.

COMPARISONS			
Broward	\$71.34 per removal	Miami-Dade	\$65.00 per removal
Hillsborough	\$35.00 per removal	Orange	\$66.00 per day
Polk	\$22.00 per removal	Pasco	\$50 + \$10 per day
Palm Beach County currently does not regulate rates. There is a range of rates charged based on company fees.			<b>\$65 - \$110 per removal</b>

## Permit / Licensing Fees

- **Recommendation**
  - No changes to towing licensing fees
  - Immobilization Operating Permit Application & Renewal: **\$425**
  - Immobilization Operating Permit Late Fee: **\$50**

LICENSING FEE COMPARISON		
FEE Description	Broward County	Miami-Dade County
Immobilization Operating Permit Application & Renewal	\$438.99	\$748
Immobilization Operating Permit Late Fee	\$54.87	\$374

## Fines

- **No change** to established fine amounts relating to towing
- Immobilizations fines:
  - Operating without a permit - \$250
  - Failure to have a valid contract for booting services - \$250
  - Failure to maintain records - \$100
  - Improper signage/failure to meet signage requirements - \$100
  - Failure to provide records - \$250
- Booting of emergency vehicle - \$250
- Failure to accept required form of payment - \$250
- Charging fees not authorized by County - \$250
- Interfering with or obstructing investigation - \$250
- Physically abusive to Division Staff - \$500
- Failure to meet warning notice requirements of booted vehicle (information missing on notice) - \$100



**QUESTIONS??**



PUBLIC SAFETY DEPARTMENT  
PALM BEACH COUNTY  
FLORIDA  
Division of Consumer Affairs