

Palm Beach County
TOWING AND IMMOBILIZATION SERVICES
ORDINANCE 2022-021

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1 **TOWING AND IMMOBILIZATION SERVICES ORDINANCE**
2 **NO. 2022-_____**

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 ORDINANCE VIII (ORDINANCE NO. 2011-008), PROVIDING
8 FOR A TITLE; PROVIDING FOR DEFINITIONS; PROVIDING
9 FOR TOW TRUCK CLASS SPECIFICATIONS; PROVIDING
10 FOR OPERATING PERMIT REQUIRED; PROVIDING FOR
11 NEW APPLICATIONS/RENEWALS AND ISSUANCE OF AN
12 OPERATING PERMIT AND FEES; PROVIDING FOR
13 INSPECTION OF STORAGE YARDS AND PUBLIC OFFICES
14 REQUIRED; PROVIDING FOR INSURANCE
15 REQUIREMENTS, PROVIDING FOR TOW TRUCK
16 REGISTRATION, TOW TRUCK STANDARDS AND DECALS;
17 PROVIDING FOR INSPECTION PROCEDURES AND
18 REQUIREMENTS FOR TOW COMPANIES; PROVIDING FOR
19 NON-CONSENT MANIFEST, TOWING INVOICE OR TOW
20 SHEET; PROVIDING FOR ADVERTISEMENTS; PROVIDING
21 FOR RECORDS REQUIRED; PROVIDING FOR OPERATING
22 PERMIT REQUIRED TO DO BUSINESS WITH THE COUNTY;
23 PROVIDING FOR NON-CONSENT TOWING WITH PRIOR
24 EXPRESS INSTRUCTION; PROVIDING FOR NOTICE
25 REQUIREMENTS FOR PROVIDING TOW SERVICES AT
26 REQUEST OF REAL PROPERTY OWNERS; PROVIDING FOR
27 NON-CONSENT TOW TRUCK COMPANY REQUIREMENTS;
28 PROVIDING FOR CONSENT-ONLY TOW TRUCK COMPANY
29 REQUIREMENTS; PROVIDING FOR MAXIMUM RATES ;
30 PROVIDING FOR TOW TRUCK DRIVER REQUIREMENTS
31 AND FAILURE TO COMPLY; PROVIDING FOR
32 FRAUDULENT TRANSFER OF TOW TRUCK COMPANIES;
33 PROVIDING FOR ADDITIONAL REQUIREMENTS FOR
34 PROVIDING IMMOBILIZATION SERVICES; PROVIDING
35 FOR DECEPTIVE AND UNFAIR TRADE PRACTICES;
36 PROVIDING FOR CEASE AND DESIST ORDERS;
37 PROVIDING FOR ASSURANCES OF VOLUNTARY
38 COMPLIANCE; PROVIDING FOR ENFORCEMENT AND
39 PENALTIES CIVIL AND CRIMINAL ; PROVIDING FOR
40 ADMINISTRATIVE ENFORCEMENT, DENIAL,
41 REVOCATION AND SUSPENSION OF OPERATING
42 PERMITS/I.D. BADGES; PROVIDING FOR ADDITIONAL
43 PENALTIES; PROVIDING FOR HEARINGS AND APPEALS;
44 PROVIDING FOR SCOPE OF ORDINANCE; PROVIDING FOR
45 REPEAL OF LAWS IN CONFLICT; PROVIDING FOR A
46 SAVINGS CLAUSE; PROVIDING FOR INCLUSION IN THE
47 CODE OF LAWS AND ORDINANCES; PROVIDING FOR
48 SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
49 DATE.

50
51 **WHEREAS**, numerous persons and firms in Palm Beach County engage in the business
52 of recovering, towing, storing and immobilization of motor vehicles and vessels; and

53
54 **WHEREAS**, such towing and immobilization services frequently must be provided
55 without the prior consent of the vehicle/vessel owner, or under circumstances which prevent
56 negotiating the charges, terms and conditions for the towing or immobilization service, often
57 resulting in disagreements and complaints between vehicle/vessel owners and providers of towing
58 or immobilization services; and

59
60 **WHEREAS**, the vehicles and equipment used to tow vehicles/vessels across the

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 1 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 1 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;

- 1 (15) Making false or misleading statements concerning the existence, terms, or probability of
- 2 any rebate, additional goods or services, commission, or discount offered as an
- 3 inducement for the sale of goods or services;
- 4 (16) Using physical force, threat of physical force, or coercion in dealing with consumers;
- 5
- 6 (17) Any violation of the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes,
- 7 Section 501.201 et seq.;
- 8

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

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

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

21

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

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

26 (a) Class A ratings.

27 Tow truck:

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

37 Car carrier:

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

46 Light duty—Non-police towing:

- 47 1. Minimum gross weight. 9,500 lbs.
- 48 2. Minimum weight of tow truck 4,000 lbs.
- 49 3. Minimum wheel lift extended rating. 2,500 lbs.
- 50 4. Minimum cab to axle dimension60"

51 (b) Class B Ratings (Medium Duty)

52 Tow truck:

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

1 Statutes, § 812.133, operation of a chop shop under Florida Statutes, § 812.16, failure to
2 maintain records of motor vehicle parts and accessories under Florida Statutes, § 860.14,
3 airbag theft or use of fake airbags under Florida Statutes, § 860.145 or § 860.146,
4 overcharging for repairs and parts under Florida Statutes, § 860.15, or violation of the
5 towing or storage requirements for a motor vehicle under Florida Statutes, § 321.051, Ch.
6 323, § 713.78, § 715.07, or any felony conviction involving a towed or immobilized vehicle
7 or theft of property.

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

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

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

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

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

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

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

43 (i) Each operating permit issued pursuant to this section shall be valid and effective for one (1)
44 year, beginning on January 1 and terminating on December 31 of each year. Failure to submit
45 an operating permit application and the required nonrefundable fee for renewal by September
46 30 of each year will result in the assessment of a nonrefundable late fee. All fees shall be
47 established by a resolution of the Board.

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

- 1 (k) After an initial application and every other year thereafter, the applicant shall submit to a
2 background investigation.
- 3 (l) Each operating permit shall be printed on a certificate containing, at a minimum, the name and
4 address of the company, the name of the principal, the dates the operating permit is in effect,
5 and the identifying number assigned by the division to the company. The operating permit
6 certificate issued by the division shall remain the property of Palm Beach County and shall be
7 used only under the authority of the division.
- 8 (m) All operating permits shall be renewed annually. As a part of the renewal process, the original
9 application shall be updated and verified by the applicant. Each updated renewal application
10 shall be accompanied by a nonrefundable renewal fee. All operating permits which are not
11 renewed shall automatically expire upon the expiration date of the operating permit, as stated
12 on the operating permit, and all towing, storage and immobilization services shall cease
13 immediately. The division shall deny each renewal application that is not timely, is
14 incomplete, is untrue in whole or in part, is unaccompanied by the required fees, or results in
15 a determination by the division that the applicant has failed to satisfy the requirements of this
16 ordinance.
- 17 (n) All services authorized by an operating permit issued by the division shall cease immediately
18 upon the expiration of the operating permit, notwithstanding the filing of a renewal application,
19 unless the division, in writing and on forms prescribed and executed by the division, expressly
20 allows the operating permit to remain effective pending its review of the submitted renewal
21 application.
- 22 (o) An operating permit issued or renewed pursuant to the provisions of this section shall not be
23 transferable, nor shall the ownership structure of the operating permit be so modified as to
24 constitute a change in the control or ownership of the operating permit. If the business changes
25 its name or ownership structure, a new business permit application and the business application
26 permit fee shall be submitted to the division within forty-five (45) days of said change. In
27 cases where the name of the business changes, the new business will be required to have each
28 vehicle inspected and must also pay decal/vehicle fees.
- 29 Any change in fictitious name has to be reported to the division within ten (10) business days.
30 The fictitious name must be registered with the Florida Department of Corporations.
- 31 (p) Failure to comply with or meet the criteria eligibility of this section may result in denial of an
32 operating permit, revocation or suspension of the operating permit, a denial of renewal of an
33 operating permit, issuance of a civil citation, a criminal conviction and/or other such remedies
34 available to the division and law enforcement as permitted by law.
- 35 (q) All fees collected shall be deposited in a separate county fund for the division's operation.
36

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

- 38 (a) Prior to the issuance of an operating permit, the division shall inspect each storage facility and
39 public office area of a tow truck company to assure compliance with this Ordinance and the
40 following:
- 41 (b) Non-consent towing storage facilities must meet the following requirements:
- 42 1. Adequate chain-link or solid-wall fencing that has a minimum height of six (6) feet with
43 lockable and secure gates surrounding the storage facility. (section 713.78(7)(b)(1) Florida
44 Statute.
 - 45 2. At least ten (10) feet by twenty (20) feet of outdoor storage space for each standard
46 vehicle/vessel (more for larger vehicles). The facility must be able to accommodate a
47 minimum of ten (10) standard size vehicles. For towing companies unable to provide
48 outdoor storage, an indoor facility must be provided with the same space for a minimum
49 of ten (10) standard size vehicles and must use one (1) or more of the security methods
50 defined herein. Tow truck companies which provide only indoor storage shall not exceed
51 the maximum allowable outdoor storage rates established by the Board.
 - 52 3. At least ten (10) feet by twenty (20) feet of indoor storage space for each standard
53 vehicle/vessel. The indoor storage space must adequately protect the vehicle from natural
54 (e.g., rain, hail, etc.) and man-made (e.g., paint, chemicals, etc.) elements, be isolated to
55 prevent contact with unapproved personnel/public and be placed in such a manner to
56 prevent damage by any other means. Indoor storage space shall be adequately vented to
57 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

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

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

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

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

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

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

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

20 c. Tire conditions and tread;

21 d. Braking performance;

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

23 f. Amber emergency lighting;

24 g. Fire extinguisher;

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

27 i. Flashlight.

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

30 a. "Oil dry" or its equivalent; and

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

33
34 (c) Each tow truck that has a decal is required to be insured as set forth in Section 7 herein. In
35 cases where a tow truck is removed from service, the decal must be returned to the division in
36 order to terminate the insurance requirement and remove the tow truck from the tow truck
37 company truck roster.

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

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

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

50 (g) Any additional tow trucks must comply with this section prior to being used for recovery,
51 towing or removal of any vehicle/vessel. Upon compliance with this section, additional tow
52 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;

1 10. Description of services provided;

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

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

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

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

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

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

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

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

31 **SECTION 11. Advertisements.**

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

36 **SECTION 12. Records Required.**

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

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

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

52 No person shall submit a bid, nor shall any contract be awarded, on any county contract or
53 agreement to immobilize, recover, tow, or remove vehicles/vessels or provide storage in
54 connection with such services unless that person has a valid and current operating permit issued
55 pursuant to this ordinance. Nothing herein shall prevent the county from contracting for more
56 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);

- 1 d. The license tag number or the vehicle/vessel identification number (if available);
- 2 e. The real property owner's or authorized agent's signature and printed or typed full name
- 3 and title, except for email instructions;
- 4 f. The date and time that the instruction is signed must be included on the manifest towing
- 5 invoice or tow sheet; and
- 6 g. Except as otherwise provided in this ordinance, the law enforcement officer or the
- 7 property owner shall execute and complete the prior express instruction in the physical
- 8 presence of the tow driver at the time the towing service is performed.
- 9 5. Prior express instruction expires twelve (12) hours from the time of execution regardless
- 10 of whether the instruction is received by the tow truck company electronically, by email,
- 11 or at the scene of a tow.
- 12 6. Prior express instruction received via facsimile or email is not required to be signed in the
- 13 presence of the tow truck driver.
- 14 7. The tow truck company, in compliance with Section 12 (records required), shall maintain
- 15 copies of facsimile and emailed prior express instructions sufficient to document
- 16 compliance with this ordinance including the date and time stamp. Tow truck companies
- 17 utilizing expired prior express instruction without a date and time stamp are in violation of
- 18 this ordinance.
- 19 8. Emailed prior express instruction can be accepted only if each of the following specific
- 20 additional criteria are satisfied:
 - 21 a. Each prior express instruction must be an email delivered to the tow truck company's
 - 22 primary email address and printable upon demand by law enforcement or division
 - 23 employee.
 - 24 b. The email must establish the date and time the email was received by the tow truck
 - 25 company.
 - 26 c. The email address(es) of the property owner or authorized agent must be on the
 - 27 contract.
- 28 9. Prior express instruction to tow, recover, or store a vehicle must be for a specifically
- 29 identified vehicle and cannot be given for a generic vehicle location, event, time or place.
- 30 Any tow driver found in the possession of a pre-signed manifest towing invoice, tow sheet,
- 31 facsimile, email or electronic authorization form that is not in conformity to this ordinance
- 32 shall constitute prima facie evidence of pre-authorization and is a violation of this
- 33 ordinance. Such violation shall result in the issuance of a citation and/or suspension or
- 34 revocation of the operating permit of the tow truck company and such other remedies as
- 35 authorized in this ordinance.
- 36 10. Except as otherwise provided in this ordinance, no such prior express instruction shall be
- 37 considered to have been given: 1) by the mere posting of signage as required by Sections
- 38 15 (notice requirements for providing non-consent tow services at request of real property
- 39 owners) and Section 18 (maximum non-consent towing and storage rates for non-consent
- 40 tow services); 2) by virtue of the terms of any contract or agreement between a tow truck
- 41 company and a real property owner; 3) when the prior express instruction occurs in advance
- 42 of the actual unauthorized parking of the vehicle/vessel; or 4) where the prior express
- 43 instruction is general in nature and unrelated to specific, individual and identifiable
- 44 vehicles/vessels which are already parked without authorization.
- 45 11. A tow truck company employee, operator, contractor or agent of a tow truck company
- 46 cannot be the duly authorized agent for the purposes of providing prior express instruction
- 47 to remove, tow, store, a vehicle/vessel.
- 48 12. The duly authorized agent shall have no affiliation with the tow truck company providing
- 49 the towing service. The property owner shall only appoint duly authorized agents having
- 50 a direct connection to the property (e.g.. Board member, employee of the property
- 51 management company or home/condo owner's association, employee of the property
- 52 owner or State of Florida licensed security agency contracted by the property owner or
- 53 manager). A violation of this provision is a violation of this ordinance.

54 (b) Other Requirements for Non-Consent Tows

- 1 1. The non-consent tow truck company recovering, towing or removing a vehicle/vessel shall,
2 within thirty (30) minutes of completion of such towing or removal, notify the appropriate
3 law enforcement agency in which jurisdiction the vehicle/vessel was parked of the nature
4 of the service rendered, the name and address of the storage facility where the
5 vehicle/vessel will be stored, the time the vehicle/vessel was secured to the towing vehicle,
6 and the make, model, color and vehicle/vessel license plate number (if any) of the
7 vehicle/vessel or description and registration number of the vessel. The non-consent tow
8 truck company shall obtain the name of the person at the law enforcement agency to whom
9 such information was reported and note that name on the trip record. It shall be a violation
10 of this ordinance for a non-consent tow truck company to act as a duly authorized agent as
11 defined in Section 2 on behalf of the real property owner. An example of such action shall
12 include but not be limited to the use of written warnings or stickers for pre-tow notification.
- 13 2. The tow truck company in compliance with Section 12 (records required) shall maintain
14 copies of facsimile and email instructions. Acting on an incomplete or expired electronic
15 or facsimile instructions is a violation of this ordinance.
- 16 3. A non-consent tow truck company/driver shall not solicit, offer, pay or rebate money or
17 other valuable consideration in order to obtain the privilege of rendering towing services.
18 The only exception is governmental franchise fees.
- 19 4. Each non-consent tow truck company shall enter into a written contract with the property
20 owner or duly authorized agent (as defined herein) of private property that authorizes the
21 non-consent tow truck company to tow vehicles/vessels on or from its property. This
22 written contract shall include the following:
 - 23 a. The beginning date of said contract.
 - 24 b. The names of all persons who are duly authorized agents to provide prior express
25 instruction to remove, recover or tow any vehicle/vessel on or from its property.
 - 26 c. The name, address and current telephone number of the tow truck company performing
27 the towing service.
 - 28 d. The name, address, email address and telephone number for any duly authorized agents
29 acting on behalf of the real property owner that can provide express instruction. Email
30 address is required for those utilizing email for prior express instruction. If prior
31 express instruction is sent by email, the sender's email address shown on the contract
32 must match the authorization email. The contract may be amended by addendum to
33 add or delete duly authorized agents for prior express instruction.
 - 34 e. The written contract for non-consent towing shall also include a clear understanding of
35 liability for the real property owner as stated in Florida Statutes, § 715.07(4) and shall
36 include the following wording, "When a person improperly causes a vehicle or vessel
37 to be removed, such person shall be liable to the owner or lessee of the vehicle or vessel
38 for the cost of removal, transportation, and storage; any damages resulting from the
39 removal, transportation, or storage of the vehicle or vessel; attorney's fees; and court
40 costs."
 - 41 f. No such contract shall state that the non-consent tow truck company assumes the
42 liability for improperly towed vehicles/vessel, contrary to section 715.07 (4) Florida
43 Statutes . Any addendum to the contract shall include additional names and titles as
44 necessary.
 - 45 g. The non-consent tow truck company must keep on file an original, dated and signed
46 contract and addendum (if applicable) with the property owner or duly authorized agent
47 and each contract shall include a Palm Beach County Tow Map locator available on
48 the Division of Consumer Affairs website or Good Mileage map attached thereto to
49 demonstrate compliance with section 715.07 (2) (a) 1, Florida Statute.
 - 50 h. Such contract shall be maintained for at least twelve (12) months after contract
51 termination. The division and law enforcement officers may inspect and request a copy
52 of any and all such contracts from the non-consent tow truck company during normal
53 business hours. Contracts authorizing the non-consent tow truck company to tow
54 vehicles from the property owner's property to the storage yard in excess of the mileage
55 restrictions of Florida Statutes violate this ordinance and all recovery, towing, and
56 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 (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 c. The police agency has authorized the vehicle/vessel to be impounded; or
 - 38 d. The police agency has been notified by the tow truck company that the tow truck
39 company is in possession of a vehicle/vessel as a result of a private property impound.
 - 40 6. Fees in excess of this administrative/lien flat fee may be charged by the tow company for
41 expenses incurred to meet requirements such as lien notification letters, certified mail
42 receipts, advertisements or any other requirement as imposed by section 713.78, Florida
43 Statute so long as the tow company has detailed supporting proof of actual expenditures
44 (e.g. invoices, bills, payments) and are kept on file with the tow company.
 - 45 7. When applicable, an administrative fee can be charged on a vehicle/trailer combination or
46 a semi tractor/trailer combination.
 - 47 8. The administrative/lien fee shall be established by Resolution of the Board.
 - 48 9. Underwater recovery performed by a certified/professional diver with the written
49 documentation and approval of the investigating law enforcement agency/officer.
 - 50 10. Hazardous material clean-up and disposal as required, mandated and/or licensed through
51 federal, state or local laws and approved by the investigating law enforcement
52 agency/officer.
 - 53
54
55

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

58

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:

- 1 a. Conviction of any Level 1 felony, as ranked by section 921, Florida Statute, that
2 occurred less than five (5) years from the date of conviction or release from
3 incarceration whichever is later.
- 4 b. Conviction of any felony, not considered a Level 1 felony, as ranked by section 921,
5 Florida Statute that occurred less than ten (10) years from the date of I.D. badge
6 application to conviction or release from incarceration, whichever is later.
- 7 c. Notwithstanding the provisions of subsections a. and b. above, conviction of any felony
8 that is directly related to operating a non-consent or consent towing business or vehicle.
9 For the purposes of this ordinance, any offense involving fraud, forgery, theft, perjury
10 or false statement shall be considered to be directly related to the business of operating
11 a towing vehicle.
- 12 d. Conviction of any first degree misdemeanor within (5) five years, that is directly related
13 to a non consent or consent towing business or vehicle/vessel regardless of whether the
14 applicant's civil rights have been restored or remained intact. For the purposes of this
15 ordinance, any offense involving fraud, forgery, theft, perjury or false statement shall
16 be considered to be directly related to the business of operating a towing company.
- 17 e. Conviction before the date of I.D. badge application of any offense relating to sex
18 crimes, the use of a deadly weapon, homicide, false imprisonment, kidnapping, violent
19 offense against a law enforcement officer under section 775.0823, Florida Statute, or
20 having been adjudicated a habitual violent felony offender under section 775.084,
21 Florida Statute.
- 22 f. Responding to a call while under the influence of alcohol or any controlled substance,
23 based upon a finding made by law enforcement.
- 24 g. Tow truck drivers with valid tow truck driver I.D. badges at the time this amended
25 ordinance was approved may continue to be eligible for issuance of a tow truck driver
26 I.D. badge in future renewals as long as there are no additional crimes or reputability
27 issues as referenced above. Tow truck drivers whose I.D. badges are expired for a
28 period greater than twelve (12) months shall be considered new and subject to the
29 provisions of this ordinance.
- 30 12. A tow truck driver with a current I.D. badge is required to notify the division within ten
31 (10) business days upon being convicted of any crime. The division may initiate denial,
32 revocation or suspension proceedings for lack of reputability issues and criminal
33 convictions as provided in this subsection which arise subsequent to the issuance of a tow
34 driver's I.D. badge;
- 35 13. Applicants shall have no unsatisfied civil penalties, judgments or administrative orders
36 pertaining to this ordinance;
- 37 14. Every application or renewal application for a tow driver's I.D. badge and application for
38 amendment of a tow driver's I.D. badge, shall be in writing and signed by the applicant and
39 shall be filed with the Palm Beach County Division of Consumer Affairs on a form
40 provided by the division together with the nonrefundable tow driver's I.D. badge fees which
41 shall not be subject to proration. Each tow driver's I.D. badge shall be valid for a two (2)-
42 year period from date of application approval. The division may deny or revoke a tow
43 driver's I.D. badge if it is determined that the applicant has misrepresented, omitted, or
44 concealed a fact on the application, renewal application or replacement application. If the
45 tow driver's I.D. badge is revoked, the division shall not accept an application for said tow
46 driver's I.D. badge for one (1) year from the date the badge is revoked. Any person
47 renewing a tow driver's I.D. badge must file a renewal application, furnish the
48 documentation requested by the division, and submit payment for the required
49 nonrefundable renewal fee(s) not more than ninety (90) days before the expiration date of
50 a tow driver's I.D. badge. Persons who fail to reapply for their tow driver's I.D. badge
51 thirty (30) days prior to expiration, risk having a gap in their authorization to drive a tow
52 truck. Persons who fail to submit their renewal application, required documentation and
53 fees by the expiration date of the tow driver's I.D. badge must pay a nonrefundable late fee,
54 over and above the tow driver's I.D. badge fee. Any applicant who fails to submit a renewal
55 application within one (1) year of the expiration of a current badge will be considered a
56 new applicant when reapplying and no grandfathered provisions will apply. Said fees shall
57 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.

- 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 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

- 1 on file for a period of three (3) years following termination of the contract. The division, law
2 enforcement officers and the vehicle/vessel owner/driver of the immobilized vehicle may
3 request a copy of the contract by telephone or email to the immobilization company or to be
4 delivered either: 1) by hand delivery, email or facsimile to the requesting party, within 48
5 business hours of request.
- 6 (r) Immobilization companies which provide services in violation of this ordinance relating to a
7 specific immobilization shall be required to reimburse the vehicle/vessel owner/driver all
8 charges related to that immobilization incident. Failure to reimburse the vehicle/vessel
9 owner/driver of the vehicle in such cases is a violation of this ordinance.
- 10 (s) The business providing the immobilization service shall first obtain and maintain a current and
11 valid operating permit issued by the division.
- 12 (t) The immobilization business shall maintain a telephone communication system to answer
13 telephone calls from the public twenty-four (24) hours a day, seven (7) days per week for the
14 timely release of immobilized/booted vehicles/vessels.
- 15 (u) All immobilization business vehicles shall display the company name on the driver and
16 passenger side of the vehicle in letters at least three (3) inches high. The company's address
17 and telephone number shall be displayed on the driver and passenger side of the vehicle in
18 letters at least one (1) inch high. No immobilization business shall use the words "Department,"
19 or "Police," in its advertising, signs, stickers, uniforms or identifications.
- 20 (v) An immobilized vehicle/vessel shall not remain immobilized for more than ninety six (96)
21 hours. After such time period has expired, the vehicle shall be released from the
22 immobilization device and may be towed or removed.
- 23 (w) Each contract between the property owner and immobilization company shall specify the
24 amount of time in hours (not to exceed ninety-six (96) hours) that a vehicle will remain
25 immobilized before it is removed from the property and towed to the storage yard of a licensed
26 non-consent tow truck company or released from the immobilization.
- 27 (x) When a tow truck company is removing a vehicle that was immobilized and not redeemed by
28 the vehicle owner/driver within ninety-six (96) hours, the non-consent tow truck company must
29 first obtain prior express instruction in accordance with Section 14 to remove the vehicle from
30 the real property.
- 31 (y) Tow truck companies are not permitted to add immobilization charges to the tow truck invoices
32 and only the towing charges shall be imposed on the vehicle owner/driver.
- 33 (z) If a vehicle/vessel is in the process of being immobilized and the owner/operator of the
34 vehicle/vessel arrives and the immobilization device has not been attached and/or locked, the
35 immobilization company must not continue with the booting/immobilization process and cease
36 any further attempts to apply it to the vehicle/vessel. Immobilization fees are not permitted in
37 such instances.
- 38 (aa) Vehicles/vessels that are parked in such a way to prevent egress/ingress to a property or
39 garbage dumpster, are parked in a designated handicapped parking space or fire lane, or are
40 parked in such a way that would constitute an important public safety concern, shall not be
41 immobilized.
- 42 (bb) Every person, immobilization service, and immobilization contractor who immobilizes a
43 vehicle/vessel shall keep and maintain an immobilization log with the following information:
- 44 1. Date and time the vehicle/vessel was observed illegally parked;
- 45 2. The date and time of immobilization;
- 46 3. The location/address of the real property where the immobilization took place;
- 47 4. The description of the vehicle/vessel including make, model, year, color, vehicle
48 identification number, and license plate number;
- 49 5. The date and time the request for removal of the immobilization device was received and
50 the date and time of response and removal of the immobilization device;
- 51 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.

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

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

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

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

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

- 1 (f) All fines collected as a result of said citations (except those fines collected as a result of
2 citations issued by municipal law enforcement officers, which shall be remitted by the clerk of
3 the court directly to the municipality issuing the citation) shall be paid into the county treasury
4 and deposited into the designated fund for the division. All mandatory costs as required by
5 statute shall be assessed against every person convicted of a violation of this ordinance.
- 6 (g) Any person who fails to make payments within the time period specified on the citation shall
7 be deemed to have waived his/her right to pay the civil penalty as set forth in the citation and
8 shall appear before the county court.
- 9 (h) Any person who elects to appear before the court to contest the citation shall be deemed to
10 waive his/her right to pay the civil penalty. The court, after a hearing, shall make a finding as
11 to whether a violation has occurred and may impose a civil penalty not to exceed five hundred
12 dollars (\$500.00) plus court costs.
- 13 (i) If a person fails to pay the civil penalty or fails to appear in court to contest the citation,
14 he/she shall be deemed to have waived his/her right to contest the citation and, in such case, a
15 default judgment shall be entered and the judge shall impose a fine. At that time an order to
16 show cause may be issued. If the fine is paid, the case shall be dismissed. If the fine is not paid,
17 judgment may be entered up to the maximum civil penalty of five hundred dollars (\$500.00)
18 plus court costs.
- 19 (j) Any person who refuses to sign and accept a citation issued pursuant to this ordinance shall
20 be guilty of a misdemeanor of the second degree, punishable as provided by sections 775.082,
21 775.083 or 775.084, Florida Statutes.
- 22 (k) The division may require mandatory court appearances for violations resulting in the issuance
23 of a third or subsequent citation to a person. The citation shall clearly inform the person of the
24 mandatory court appearance. The division shall maintain records to prove the number of
25 citations issued to the person. Persons required to appear in court do not have the option of
26 paying the fine instead of appearing in court.

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

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

- 1 1. Any towing or immobilization company which has violated this ordinance as provided for
2 in this section may have its operating permit suspended by action of the division director
3 for a period not to exceed thirty (30) days. In such cases the director shall provide written
4 notice to the company at least ten (10) days prior to the effective date of the suspension.
- 5 2. Notwithstanding other suspension, revocation or denial procedures included in this
6 ordinance, where the action taken is based solely upon three (3) or more violations of this
7 ordinance which resulted in civil fines/penalties, judgments or administrative orders
8 entered by the division and/or a conviction or plea of guilty or nolo contendere resulting
9 from three (3) separate incidents/ complaints within a twelve (12)-month period shall result
10 in the suspension of an operating permit for a period of four (4) business days. The
11 company is required to pay an administrative reactivation fee established by resolution of
12 the Board before any towing or immobilization services can resume in Palm Beach County.
13 Any company found operating during a period of suspension, revocation or denial shall
14 have its operating permit or I.D. badge revoked for a period of one (1) year. This penalty
15 shall be in addition to any other penalties, fines or enforcement action that may be assessed
16 or brought by the division.
- 17 3. Notwithstanding other suspension, revocation or denial procedures included in this
18 ordinance, where the action taken is based solely upon four (4) or more violations of this
19 ordinance which resulted in civil fines/penalties, judgments or administrative orders
20 entered by the division and/or a conviction or plea of guilty or nolo contendere resulting
21 from four (4) separate incidents/complaints within a twelve (12)-month period shall result
22 in the suspension of an operating permit for a period of eight (8) business days. The
23 company is required to pay an administrative reactivation fee established by resolution of
24 the Board before any towing services can resume in Palm Beach County. Any company
25 found operating during a period of suspension, revocation or denial shall have its operating
26 period revoked for a period of one (1) year.
- 27 4. The division may suspend or revoke the operating permit of any tow truck or
28 immobilization company which fails to comply with the insurance requirements of Section
29 7 of this ordinance.

30 (c) Revocations. Except as provided in subsection (b)(2) above, any towing or immobilization
31 company which has had its operating permit revoked as provided for in subsection (a)(1) – (9)
32 above shall have such operating permit revoked for one (1) year from the date of the revocation
33 notice. Such revocations may be appealed as provided for in Section 28. Operating permits that
34 are revoked are not subject to reissuance for one (1) calendar year unless a different revocation
35 period is specified elsewhere in this ordinance. A reactivation fee will be assessed prior to any
36 reinstatement as authorized by Board resolution.

37 **SECTION 27. Additional Penalties.**

38 Failure to comply with the requirements of this ordinance shall also constitute a violation of
39 this ordinance, and the Consumer Affairs Ordinance of Palm Beach County (Ordinance No. 13-
40 035, as amended). Violations of this ordinance may be punishable, upon conviction, pursuant to
41 Florida Statutes, § 125.69(1), by a fine not to exceed five hundred dollars (\$500.00) per violation
42 or imprisonment not exceeding sixty (60) days, or both such fine or imprisonment, or may subject
43 the violator to civil fines based on the issuance of a civil citation. Each day of continuing violation
44 shall be considered a separate offense. In addition to the sanctions contained herein, the county
45 shall take any other appropriate legal action, including but not limited to, cease and desist orders,
46 other administrative action and requests for temporary and permanent injunctions to enforce the
47 provisions of this ordinance. It is the purpose of this ordinance to provide additional cumulative
48 remedies.

49 **SECTION 28. Hearings and Appeals.**

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

- 54 (a) Administrative appeal. Any tow truck or immobilization company or tow driver/operator ,
55 which has had an operating permit/badge, denied, revoked, or suspended by the division, may
56 appeal such decision to the consumer affairs hearing board/special magistrate within ten (10)
57 business days of the order or denial being received, by submitting a written request to the
58 division. The appeal must set forth specific grounds including the facts that are alleged to
59 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

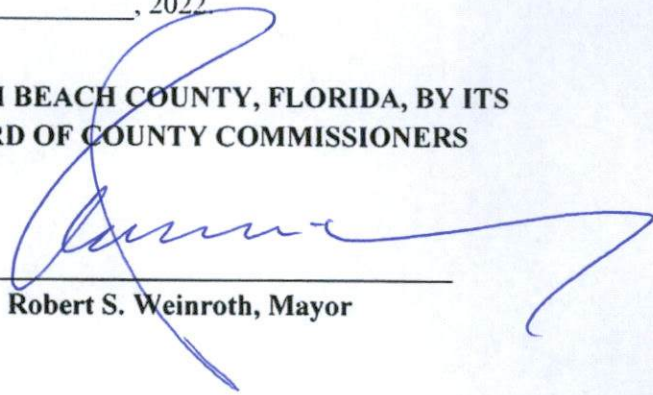
23 **APPROVED and ADOPTED** by the Board of County Commissioners of Palm Beach
24 County, Florida, on this the 23rd day of August, 2022

25 **JOSEPH ABRUZZO, CLERK**

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27
28 By: 
29 Deputy Clerk
30



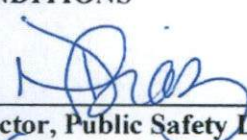

**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: 
Robert S. Weinroth, Mayor

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

33
34 By: Sean-Adel Williams
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 25th day of
44 August, 2022.



FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

August 29, 2022

Honorable Joseph Abruzzo
Clerk of the Circuit Court and Comptroller
Palm Beach County
301 North Olive Avenue
West Palm Beach, Florida 33401

Attn: Tracey Powell

Dear Honorable Joseph Abruzzo:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Palm Beach County Ordinance No. 2022-021, which was filed in this office on August 25, 2022.

Sincerely,

Anya Owens
Program Administrator

ACO/wlh