

**Draft**

**Proposed as of 10/05/2009**

**Palm Beach County**

**TOWING ORDINANCE 2009-???**

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**TOWTRUCK ORDINANCE NO. 2009-???**

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

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

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

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

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

WHEREAS, the Ordinance is amended to clarify the licensing procedures and to expand the enforcement authority; and

WHEREAS, the United States Supreme Court decision in Ours Garage vs. City of

1 Columbus, 536 U.S. 424 (2002) held that states could delegate their authority to regulate  
2 non-consent towing services as it relates to price and safety; and  
3

4 WHEREAS, pursuant to Section 125.0103(b), Florida Statutes, counties have been  
5 delegated the authority to regulate towing; and  
6

7 WHEREAS, the Board of County Commissioners of Palm Beach County finds it  
8 to be in the best interest of the County, its citizens and its visitors to license and regulate  
9 the price and safety of non-consent towing services within Palm Beach County, to assure  
10 that all who provide the services are fit and competent to do so and that such services are  
11 delivered in a safe and efficient manner; and  
12

13 WHEREAS, the Board of County Commissioners of Palm Beach County hereby  
14 amends Palm Beach County Code Chapter 19, Article VIII, (Ordinance No. 2002-17).  
15

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

18 **SECTION 1. Title.**

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

21 **SECTION 2. Definitions.**

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

- 23 1. **Administrative/Lien Fee** shall mean the fee that is charged for title and lien

1 search, advertising costs, and notification of lien holder and owner of the  
2 whereabouts and charges against a vehicle or vessel.

3 2. **Advertisement** shall mean any written statement made in connection with the  
4 solicitation of a towtruck company and includes without limitation, statements  
5 and representations made in a newspaper, telephone directory or other  
6 publication, radio, television, electronic medium or contained in any notice,  
7 handbill, business card, sign, catalog, billboard, brochure, poster or letter.

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

12 4. **Authorized Driver/Agent shall mean any person who is empowered to act on**  
13 **behalf of the vehicle/vessel owner or lien holder.**

14 5. **Commission** shall mean the Board of County Commissioners of Palm Beach  
15 County, Florida.

16 6. **Compensation shall mean for money, property, service or anything else of**  
17 **value.**

18 7. **Consent Towing Company shall mean a person(s) who tows a motor**  
19 **vehicle/vessel with the consent of the vehicle/vessel owner or authorized**  
20 **driver/agent.**

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

- 1           9.     **Director** shall mean the Division Director, or his or her designee.
- 2           10.    **Division** shall mean the Consumer Affairs Division designated to implement,  
3           enforce and monitor this Ordinance.
- 4           11.    **Duly Authorized Agent shall mean a person designated by and acting on**  
5           **behalf of a real property owner per contractual agreement to request Private**  
6           **Property Impounds . The duly authorized agent shall have no affiliation**  
7           **with the towtruck company providing the towing service. The real property**  
8           **owner shall only appoint duly authorized agents which have a direct**  
9           **connection to the property (i.e., board member, employee of the property**  
10          **management company or home/condo owner’s association, employee of the**  
11          **real property owner or state of Florida licensed security agency contracted**  
12          **by the real property owner or manager).**
- 13          12.    **Employee shall mean a person who is compensated financially for a period of**  
14          **not less than 20 hours per week and who performs all of his/her employment**  
15          **functions on the property of the employer or management company and is**  
16          **issued an annual federal tax statement of earnings (W-2Form).**
- 17          13.    **Extra Time at Scene/Labor** shall mean any extra time beyond one-half hour,  
18          needed to safely remove a vehicle or vessel and shall also include the amount of  
19          time spent at a scene when a towtruck has been summoned and is on scene but  
20          unable to proceed through no fault of the towtruck operator. All extra time **/labor**  
21          shall be documented by the towtruck driver and shall include the name of the law  
22          enforcement agency, **and the** law enforcement agency case number, **or the**  
23          officer’s name and badge number. The documentation shall also include a

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

4 14. **For Compensation** shall mean for money, property, service or anything else of  
5 **value.**

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

9 16. **Gross weight** shall mean the weight of a towtruck in pounds plus the weight of  
10 the vehicle(s)/vessel(s) and contents being towed.

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

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

23 19. **Mechanical Connection** shall mean any type of physical connection between a

- 1            vehicle or vessel to be towed and the towtruck/flatbed truck/car carrier and  
2            includes the use of devices for maneuvering unattended vehicles/vessels unable to  
3            be safely moved by conventional winching or towing equipment.
- 4            20.    **Non-consent Tow** shall mean the recovery, towing, removal and storage of a  
5            vehicle or vessel without authorization of the vehicle/vessel owner or authorized  
6            driver and shall include both “Police Directed Tows” and “Private Property  
7            Impounds” as defined herein.
- 8            21.    **Non-Consent Towing Company shall mean person(s) who perform “Police**  
9            **Directed Tows” or “Private Property Impounds” as defined herein.**
- 10           22.    **Operate** shall mean providing the services of recovering, towing, or removing  
11           vehicles or vessels and any vehicle/vessel storage services associated therewith.
- 12           23.    **Operating Permit** shall mean the authority required by the provisions of this  
13           Ordinance of any individual or towing company engaging in the business of ~~non-~~  
14           ~~consent tows~~ **towing vehicles/vessels.**
- 15           24.    **Operator** shall mean any person who provides the services of recovering, towing,  
16           or removing vehicles and any vehicle storage services associated therewith and  
17           includes without distinction the owning entity of a towing firm and the driver of a  
18           tow truck.
- 19           25.    **Person** shall mean any natural person, firm, partnership, association, corporation  
20           or other entity of any kind whatsoever.
- 21           26.    **Place of business** shall mean the towtruck company that provides ~~non-consent~~  
22           towing, removal, recovery and storage services.
- 23           27.    **Police Directed Tow** shall mean the removal and storage of a wrecked or

1 disabled vehicles at the direction of police/law enforcement from an accident  
2 scene or the removal and storage of a vehicles in the event the vehicle owner or  
3 authorized driver is incapacitated, unavailable, or otherwise does not consent to  
4 the removal of the vehicle, excepting, however, all incidents of “Private Property  
5 Impounds” as herein defined below.

6 28. **Prior Express Instruction** shall mean a clear, definite and explicit request: a)  
7 made by a police agency to recover, tow, remove, or store a specific and  
8 individual vehicle or vessel which is disabled, abandoned, or parked without  
9 authorization or whose vehicle/vessel owner or authorized driver is unable or  
10 unwilling to remove the vehicle; or b) made in writing by a real property owner or  
11 duly authorized agent of the real property owner, as specifically referenced on the  
12 written contract between the real property owner and towtruck company, to  
13 recover, tow, remove and store a specific and individual vehicle or vessel parked  
14 without permission of the real property owner. The towtruck company, an  
15 employee or agent thereof shall not be the designated agent of the real property  
16 owner for the purpose of providing prior express instruction to recover, tow,  
17 remove or store the vehicle or vessel.

18 29. **Private Property Impound** shall mean towing or removal of a vehicle or vessel,  
19 without the consent of the vehicle/vessel’s owner or authorized driver when that  
20 vehicle/vessel is parked on real property, as authorized by Section 715.07, Florida  
21 Statutes, as may be amended.

22 30. **Proof of Ownership for Vehicle/Vessel Release shall mean that one or more**  
23 **of the following documents are required along with a government issued**

1 **photo identification:**

2 a. **Current vehicle registration.**

3 b. **Vehicle Title.**

4 c. **An authorized driver/agent with a notarized release from the**  
5 **vehicle/vessel owner or lien holder. Vehicle/Vessel owners have the**  
6 **right to identify/approve designated agents to claim vehicles on their**  
7 **behalf. A facsimile or electronic transfer of a notarized release**  
8 **statement from the vehicle/vessel owner shall be accepted.**

9 d. **Insurance Card with the vehicle/vessel owner's information, vehicle**  
10 **description and Vehicle Identification Number.**

11 e. **Licensed Dealer in possession of an auction buyers sales invoice.**

12 f. **A notarized bill of sale for non-titled vehicles or vessels.**

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

20 31. **Real Property Owner** shall mean that person who exercises dominion and  
21 control over real property, including but not limited to, the legal titleholder,  
22 lessee, designated representative of a condominium or homeowner's association  
23 or any person authorized to exercise or share dominion and control over real

1 property; provided, however, that "real property owner" shall not mean or include  
2 a person providing towing services within the purview of this Ordinance.

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

5 33. **Recovery** shall mean the removal of a vehicle or vessel from ~~a canal or other~~  
6 ~~body of water, a wooded~~ **an** area not readily accessible to a roadway (i.e., within  
7 a standard cable length) ~~or when a vehicle is buried~~.

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

9 35. **Revoke** shall mean to annul and make void the operating permit of a towtruck  
10 company engaged in providing towing services.

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

14 37. **Storage facility** shall mean the location where towed vehicles or vessels are  
15 stored.

16 38. **Tow** shall mean to haul, draw or pull along a vehicle or vessel by means of a  
17 towtruck equipped with booms, car carriers, winches or similar commercially  
18 manufactured equipment.

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

22 40. **Towtruck** shall mean any vehicle used to tow, haul, carry or to attempt to tow,  
23 haul or carry a vehicle or vessel.

- 1           41.    **Towtruck Company** shall mean any person, company, corporation, or other  
2                   entity, which engages in, owns or operates a business which provides ~~non-~~  
3                   ~~consent~~ towing, recovery, removal and storage of vehicles or vessels for  
4                   compensation.
- 5           42.    **Towtruck Decal** shall mean a decal placed upon any towtruck granted approval  
6                   to provide non-consent towing services by the Division.
- 7           43.    **Towtruck Driver** shall mean the individual who is driving or physically  
8                   operating a towtruck for a towtruck company engaged in non-consent tows.
- 9           44.    **Unfair or deceptive trade acts or practices** shall mean unfair methods of  
10                  competition, unconscionable acts or practices and unfair deceptive acts or  
11                  practices in the conduct of any consumer transaction and shall include but are not  
12                  limited to the following:
- 13                  a.       Representations that goods or services have sponsorship, approval,  
14                          characteristics, ingredients, uses, benefits, or quantities which they do not  
15                          have;
- 16                  b.       Representations that a person or towtruck company has a sponsorship,  
17                          approval, status, affiliation or connection which he or she does not have;
- 18                  c.       Representations that goods are original or new if in fact they are not, or if  
19                          they are deteriorated, altered, reconditioned, reclaimed, or second-hand;
- 20                  d.       Representations that goods are of a particular standard, brand, quality,  
21                          style, or model, if they are of another;
- 22                  e.       Representations that goods or services are those of another, if they are not;
- 23                  f.       Using deceptive representations or designations of geographic origin in

- 1 connection with goods or services;
- 2 g. Advertising goods or services intending not to sell them as advertised;
- 3 h. Advertising goods or services with intent not to supply reasonable
- 4 expectable public demand, unless the advertisement discloses a limitation
- 5 of quantity;
- 6 i. Making false or misleading statements concerning the need for, or
- 7 necessity of, any goods, services, replacements, or repairs;
- 8 j. Disparaging the goods, services, or business of another by false or
- 9 misleading representations of fact;
- 10 k. Making false or misleading statements of fact concerning the reasons for
- 11 the existence of, or amounts of price reductions;
- 12 l. Failing to return or refund deposits or advance payments for goods not
- 13 delivered or services not rendered, when no default or further obligation of
- 14 persons making such deposits or advance payments exists;
- 15 m. Taking consideration for goods or services intending not to deliver such
- 16 goods or perform such services, or intending to deliver goods or provide
- 17 service materially different from those contracted for, ordered or sold;
- 18 n. Offering gifts, prizes, free items, or other gratuities, intending not to
- 19 provide them as offered in connection with a sale of goods or services to a
- 20 consumer;
- 21 o. Making false or misleading statements concerning the existence, terms, or
- 22 probability of any rebate, additional goods or services, commission, or
- 23 discount offered as an inducement for the sale of goods or services;

1 p. Using physical force, threat of physical force, or coercion in dealing with  
2 consumers;

3 q. Any violation of the Florida Deceptive and Unfair Trade Practices Act,  
4 Section 501.201 et seq., Florida Statutes.

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

14 36. **Vessel** shall mean every description of watercraft, barge and air boat used or  
15 capable of being used as a means of transportation on water, other than a seaplane  
16 or a “documented vessel” as defined in s.327.02, Florida Statutes.

17 37. **Vehicle or Vessel Owner shall mean a person with the “Proof of Ownership”**  
18 **described in this Ordinance.**

19  
20 **SECTION 3. Towtruck Class Specifications.**

21 All towing vehicles must meet the following requirements and be commercially manufactured  
22 and meet all federal transportation and towtruck requirements.

23 A. Class A Ratings

- 1 Towtruck
- 2 1. Minimum gross weight ..... 14,500 lbs.
- 3 2. Minimum boom capacity ..... 16,000 lbs.
- 4 3. Minimum winching capacity ..... 8,000 lbs
- 5 4. Minimum cable size and length ..... 3/8"X100'
- 6 5. Minimum wheel lift retracted rating ..... 5,000 lbs.
- 7 6. Minimum wheel lift extended rating ..... 4,000 lbs.
- 8 7. Minimum tow sling safe lift..... 3,500 lbs.
- 9 8. Minimum safety chains (2 each).....5/16" grade 70
- 10 9. Minimum cab to axle dimension.....60"

- 11
- 12 Car Carrier
- 13 1. Minimum gross weight ..... 15,000 lbs.
- 14 2. Minimum deck capacity ..... 10,000 lbs.
- 15 3. Minimum length..... 19'
- 16 4. Minimum winching capacity ..... 8,000 lbs.
- 17 5. Minimum cable size and length ..... 3/8"X50'
- 18 6. Minimum tie down chains (4 each) .....5/16" grade 80
- 19 7. Tie down straps (optional) (4 each) ..... 2,000 lbs. each wheel
- 20 8. Minimum cab to axle dimension.....120"

- 21
- 22 Light Duty – Non-Police Towing
- 23 1. Minimum gross weight ..... ~~10,000 lbs.~~ **9,500 lbs.**
- 24 2. Minimum weight of towtruck ..... 4,000 lbs.
- 25 3. Minimum wheel lift extended rating ..... 2,500 lbs
- 26 4. Minimum cab to axle dimension..... 60"
- 27

28 B. Class B Ratings (Medium Duty)

- 29
- 30 Towtruck
- 31 1. Minimum gross weight ..... 19,000 lbs.
- 32 2. Minimum boom capacity ..... 24,000 lbs.
- 33 3. Minimum winching capacity ..... dual 12,000
- 34 4. Minimum cable size and length ..... 7/16" x 150'
- 35 5. Minimum wheel lift retracted rating ..... 10,500 lbs.
- 36 6. Minimum wheel lift extended rating ..... 6,500 lbs.
- 37 7. Minimum tow sling safe lift..... 3,500 lbs.
- 38 8. Minimum safety chains (2 each).....3/8" grade 80
- 39 9. Minimum cab to axle dimension..... 96"
- 40 10. Required State DOT Registration

- 41
- 42 Car Carrier
- 43 1. Minimum gross weight ..... 22,500 lbs.
- 44 2. Minimum deck capacity ..... 10,000 lbs.
- 45 3. Minimum wheel lift capacity for 2<sup>nd</sup> vehicle ..... 4,000 lbs.

- 1        4.     Minimum length..... 19'
- 2        5.     Minimum winching capacity ..... 8,000 lbs.
- 3        6.     Minimum cable size and length ..... 3/8"X50'
- 4        7.     Minimum tie down chains (4 each) .....5/16" grade 80
- 5        8.     Tie down straps (optional) (4 each) ..... 2,000 lbs. Each wheel
- 6        9.     Minimum cab to axle dimension.....120"
- 7        10.    Required State DOT Registration

8

9    C.    Class C Towtruck - Ratings (Heavy Duty)

- 10       1.     Minimum gross weight ..... 33,000 lbs.  
11             Air brakes, all tires H rated, capacity must  
12             equal axle rating. Device required to control  
13             disabled vehicle's brakes.
- 14       2.     Minimum boom capacity ..... 50,000 lbs.
- 15       3.     Minimum winching capacity ..... 50,000 lbs.
- 16       4.     Minimum cable size and length ..... 5/8"X150'
- 17       5.     Minimum wheel lift retracted rating ..... 40,000 lbs.
- 18       6.     Minimum wheel lift extended rating ..... 12,000 lbs.
- 19       7.     Minimum tow Bar ..... 10,000 lbs.
- 20       8.     Minimum safety chains (2 each).....1/2" grade 80
- 21       9.     Minimum cab to axle dimension.....156"
- 22       10.    Required State DOT Registration

23

24    D.    Class D. Towtruck - Ratings (Ultra Heavy Duty)

- 25       1.     Minimum gross weight ..... 58,000 lbs.  
26             Air brakes, all tires H rated, capacity must  
27             equal axle rating. Device required to control  
28             disabled vehicle's brakes. Tandem axles required.
- 29       2.     Minimum boom capacity ..... 100,000 lbs.
- 30       3.     Minimum winching capacity ..... 100,000 lbs.
- 31       4.     Minimum cable size and length ..... 3/4"X250'
- 32       5.     Minimum wheel Lift retracted rating..... 40,000 lbs.
- 33       6.     Minimum wheel lift extended rating ..... 15,000
- 34       7.     Minimum heavy-duty towbar rating ..... 10,000 lbs.
- 35       8.     Minimum safety chains (2 each).....1/2" grade 80
- 36       9.     Minimum cab to axle dimension..... 18'
- 37       10.    Required State DOT Registration

38

39    **SECTION 4. Towing Operating Permit Required.**

- 40    A.    **Towing:** It shall be unlawful for any person to recover, tow, remove or store a  
41        vehicle/vessel **for compensation** in Palm Beach County or to cause or permit any other

1 person **for compensation** to recover, tow, remove or store a vehicle/vessel in Palm  
2 Beach County. **It shall also be unlawful** ~~or~~ to advertise said services without first  
3 obtaining and maintaining a current and valid towing operating permit pursuant to the  
4 provisions of this Ordinance, ~~providing, however, that a property owner requesting a~~  
5 ~~“private property impound” may cause or permit the removal of a vehicle from his~~  
6 ~~property in accordance with the provisions of this Ordinance.~~ A person conducting ~~non-~~  
7 ~~consent~~ tows in Palm Beach County but having his/her primary place of business outside  
8 of Palm Beach County shall be required to obtain a **Towing** Operating Permit and shall  
9 be subject to all the provisions of this Ordinance.

10 **B. Nothing in this ordinance shall be construed to prohibit the discharge or storage of**  
11 **a vehicle lawfully recovered, towed or removed in another county and lawfully**  
12 **transported into Palm Beach County; nor shall anything in this ordinance be**  
13 **construed to prohibit a vehicle owner or authorized agent from requesting the**  
14 **services of a towing business not regularly doing business in Palm Beach County**  
15 **(i.e., routinely, contracted, etc.) to tow or transport such vehicle out of Palm Beach**  
16 **County. Such companies must meet the requirements of Section 11 – Consent**  
17 **Manifest, Towing Invoice, or Tow Sheet, Paragraph A, subparagraphs 1, 3, 4, 5, 6,**  
18 **7, 8 and Paragraph B.**

19 **C. The provisions of this Ordinance do not apply to governmental agencies, vehicle**  
20 **rental companies which tow their own vehicles or to persons who use towing**  
21 **vehicles to transport their vehicles solely for personal, family, household or**  
22 **recreational use.**

1 **SECTION 5. New Applications/Renewals and Issuance of for Towing**  
2 **Operating Permit; Fees.**

3  
4 A. **The Division shall issue operating permits to towtruck companies which have met**  
5 **the standards and requirements for an operating permit as provided for in this**  
6 **Ordinance.**

7 B. Every application/**renewal** for a towing operating permit shall be in writing, signed and  
8 verified by the applicant, and filed with the Division **together with the required fees**  
9 **established by resolution of the Commission. The fees shall be deposited in a separate**  
10 **County fund for the Division's operation. The application/renewal shall be on a form**  
11 **prescribed by the Division and shall contain information, including but not limited**  
12 **to:**

13 ~~C. Every application for a towing operating permit shall be on a form prescribed by the~~  
14 ~~Division and shall contain information, including but not limited to:~~

- 15 1. Sufficient information to identify the applicant, including but not limited to, full  
16 legal name, date of birth, telephone numbers, the place of business and residence  
17 addresses, a copy of the applicant's Palm Beach County **Occupational License**  
18 **Business Tax Receipt** and **Florida** driver's license number. If the applicant is a  
19 corporation, the foregoing information shall be provided for each corporate  
20 officer, director, registered agent and shareholder. If the applicant is a  
21 partnership, the foregoing information shall be provided for each general and  
22 limited partner. Post office box addresses shall not be accepted.
- 23 2. Documentation demonstrating that all corporate or partnership applicants are  
24 qualified **under the laws of Florida** to do business under the **trade name or**

1 **names under which it has applied for an operating permit laws of Florida.**

2 3. A list of all persons with any ownership interest in the company who have  
3 previously been denied an operating permit from this or any other jurisdiction.

4 4. Verification of the business’ current corporate status and Fictitious Name  
5 Registration (if applicable) with the State of Florida.

6 5. Any trade name under which the business operates, intends to operate, or has  
7 previously operated.

8 6. The location and physical addresses of all places of business including storage  
9 facilities.

10 7. A description of services proposed to be provided, including, but not limited to,  
11 days and hours of operation and types of towing and storage services to be  
12 provided.

13 8. ~~A record of any felony within the last 10 years to which the applicant, not  
14 previously licensed with the Division, was convicted of, found guilty of, or pled  
15 guilty or nolo contendere to, regardless of the adjudication of guilt.~~

16 **9. Proof of insurance as required in Section 7 of this Ordinance. As proof of  
17 insurance, a certificate of insurance must be submitted on the company’s  
18 behalf directly to the Division by the insurance company or agent.**

19 **10. A signature of each individual applicant, president or vice-president of a  
20 corporation and of all the general and limited partners of a partnership  
21 having 25 percent or greater ownership in the company.**

22 **11. The submission of a statement assuring that each towtruck is commercially  
23 manufactured, meets the specifications listed herein, is in safe operating**

1 **condition and receives routine service/maintenance.**

2 **12. An agreement on the part of the applicant to abide by the provisions of this**  
3 **Ordinance and the laws of the State of Florida.**

4 **13. Such additional information as the Division may deem appropriate.**

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

9 **9.1. A record of the following crimes of which the **The** applicant, ~~not previously~~**  
10 **licensed with the Division,** has been convicted of, found guilty of, or pled guilty  
11 or nolo contendere to, regardless of the adjudication of guilt, within the last 10  
12 years involving: repossession of a motor vehicle under Chapter 493, F.S., repair  
13 of a motor vehicle under ss. 559.901-559.9221, F.S., theft of a motor vehicle  
14 under s. 812.014, F.S., carjacking under s. 812.133, F.S., operation of a chop shop  
15 under s. 812.16, F.S., failure to maintain records of motor vehicle parts and  
16 accessories under s. 860.14, F.S., airbag theft or use of fake airbags under s.  
17 860.145 or s. 860.146, overcharging for repairs and parts under 860.15, F.S., or  
18 violation of the towing or storage requirements for a motor vehicle under s.  
19 321.051, F.S., Chapter 323, F.S., s. 713.78, F.S., s. 715.07, F.S., **or this Ordinance**  
20 **or any felony where use of a vehicle was involved in theft of property; or any**  
21 **felony involving moral turpitude.** In the case of a corporate or partnership  
22 applicant, all corporate officers and directors, or partners shall provide all such  
23 information, as the case may be.

- 1            **2.**     A record of any **Any** unsatisfied civil fines or penalties arising out of an  
2            administrative or enforcement action brought by the Division **(including any**  
3            **Cease and Desist Orders and/or Assurances of Voluntary Compliance issued**  
4            **by the Division); or** another governmental agency, **or a private person** based  
5            upon conduct involving a violation of this Ordinance or other towing regulations.
- 6            **3.**     A record of any **Any pending** criminal, administrative, or enforcement proceeding  
7            in any jurisdiction based upon conduct involving a violation of this Ordinance or  
8            other towing regulations.
- 9            **4.**     A record of any **Any unsatisfied** judgments entered in an action brought by the  
10           Division under this Ordinance.
- 11           **5.**     **Has had its operating permit previously revoked by action of the Division or**  
12           **any other jurisdiction within two (2) years of the date of application.**
- 13           ~~13.~~   Proof of insurance as required in Section 7 of this Ordinance.
- 14           ~~14.~~   A notarized signature of each individual applicant, president or vice-president of a  
15           corporation and of all the general and limited partners of a partnership having 25  
16           percent or greater ownership in the company.
- 17           ~~15.~~   The submission of a statement assuring that each towtruck is commercially  
18           manufactured, meets the specifications listed herein, is in safe operating condition  
19           and receives routine service/maintenance.
- 20           ~~16.~~   An agreement on the part of the applicant to abide by the provisions of this  
21           Ordinance and the laws of the State of Florida.
- 22           ~~17.~~   Such additional information as the Division may deem appropriate.
- 23           ~~18.D.~~ All towtruck companies which desire to operate in Palm Beach County must secure an

1 operating permit and follow the permitting procedures described in this section prior to  
2 conducting business. If there are six months or less remaining before the annual renewal  
3 period, the **non-refundable** fee for the operating permit shall be fifty (50) percent of the  
4 approved fee, otherwise all other fees are applicable.

5 **19.E.** Each towing operating permit and towtruck decal issued pursuant to this section shall be  
6 valid and effective for one (1) year, terminating on December 31 of each year. Failure to  
7 submit a towing operating permit application and the required **non-refundable** fee for  
8 renewal by September 30 of each year will result in the assessment of a non-refundable  
9 late fee. **The late All fees** shall be established by a resolution of the Commission.

10 **F.** Upon submission of an **initial** application, the Division may provide the towtruck  
11 company with a receipt which shall constitute a provisional towtruck operating permit  
12 and shall be valid for no longer than forty-five (45) calendar days or until the issuance or  
13 denial of the towtruck operating permit, whichever comes first.

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

22 **will result in the denial of the operating permit application for that licensing period.**

23 **H. After initial application and upon renewal, the applicant shall submit to a**

1 **background investigation every other year.**

2 **I. Each operating permit shall be printed on a certificate containing, at a minimum,**  
3 **the name and address of company, the name of the principal, the dates the**  
4 **operating permit is in effect, and the identifying number assigned by the Division to**  
5 **the company. The operating permit certificate issued by the Division shall remain**  
6 **the property of Palm Beach County and shall be used only under the authority of**  
7 **the Division.**

8 **J. All operating permits shall be renewed annually. As a part of the renewal process,**  
9 **the original application shall be updated and verified by the applicant. Each**  
10 **updated renewal application shall be accompanied by a non-refundable fee. All**  
11 **towing operating permits which are not renewed shall automatically expire upon the**  
12 **expiration date of the operating permit, as stated on the operating permit, and all**  
13 **recovery, towing, removing and storage services permitted shall cease immediately.**  
14 **The Division shall deny each renewal application that is not timely, is incomplete, is**  
15 **untrue in whole or in part, is unaccompanied by the required fee, or results in a**  
16 **determination by the Division that the applicant has failed to satisfy the**  
17 **requirements of this Ordinance.**

18 **K. An operating permit issued or renewed pursuant to the provisions of this section**  
19 **shall not be transferable, nor shall the ownership structure of the operating permit**  
20 **be so modified as to constitute a change in the control or ownership of the operating**  
21 **permit. If the business changes its name or ownership structure, a new business**  
22 **permit application and the business permit fee shall be submitted to the Division**  
23 **within forty-five (45) days of said change. In cases where the name of the business**

1 changes, the new business will be required to have each vehicle inspected and must  
2 also pay decal/vehicle fees.

3 L. Failure to comply with the provisions of this Section may result in denial of an  
4 operating permit, revocation or suspension of the operating permit, a denial of  
5 renewal of such operating permit, issuance of a civil citation, a criminal conviction  
6 and/or other such remedies available to the Division herein.

7 M. All fees collected shall be deposited in a separate County fund for the Division's  
8 operation.

9  
10 SECTION 6. Issuance of Operating Permits; Renewal Inspection of Storage  
11 Yards and Public Offices Required.

12  
13 A. The Division shall issue operating permits to towtruck companies which have met the  
14 standards and requirements for an operating permit, and shall promulgate administrative  
15 procedures for the application for and issuance of such operating permits and for the  
16 renewal, denial, revocation and suspension of such operating permits.

17 B. The Division shall review and investigate each application for an operating permit and  
18 shall reject any application that is incomplete or untrue in whole or in part, or which fails  
19 in any way to meet the requirements of subsection C. of this section.

20 C. No operating permit shall be issued or renewed unless the applicant has:

21 1. Filed with the Division a true, correct and complete application on the form  
22 prescribed by the Division, including all proofs of required insurance.

23 2. Paid the required fee; and

24 3. Submitted to a background investigation resulting in a determination by the



1           d. — The applicant has a record of any unsatisfied civil fines or penalties  
2           arising out of an administrative or enforcement action brought by the  
3           Division, another governmental agency, or a private person based upon  
4           conduct involving a violation of this Ordinance or other towing  
5           regulations.

6           e. — The applicant has a record of any criminal, administrative, or enforcement  
7           proceeding in any jurisdiction based upon conduct involving a violation of  
8           this Ordinance or other towing regulations.

9           f. — The applicant has failed to abide by any Cease and Desist Order issued by  
10          the Division.

11          g. — The applicant has a record of any judgment entered in an action brought  
12          by the Division under this Ordinance.

13          h. — In the case of b. through f. delineated above, such person must have  
14          completed all terms or sentences of incarceration, required rehabilitation  
15          activities, and/or payment of all fines and penalties imposed including  
16          restitution.

17          i. — Each corporate or partnership applicant must be qualified under the laws  
18          of Florida to do business under the trade name or names under which it  
19          has applied for an operating permit.

20          j. — No fraud or willful or knowing misrepresentation or false statement was  
21          made in the application.

22          k. — No judgment against the applicant arising out of the activity of recovery,  
23          towing or removing a vehicle/vessel or providing storage in connection

1                    ~~therewith remains unsatisfied, unless a stay or reversal of the judgment is~~  
2                    ~~procured through the courts.~~

3 ~~D. — After initial application and upon renewal, the applicant shall submit to a background~~  
4                    ~~investigation every other year.~~

5 ~~E. — Any applicant who fails to furnish to the Division a true and complete application,~~  
6                    ~~including all of the requested supporting documentation, within 30 days of the filing of~~  
7                    ~~the application shall be denied an operating permit. Such applicant may refile for the~~  
8                    ~~operating permit only one additional time by again paying the full and complete~~  
9                    ~~operating permit application and towtruck decal fees and immediately furnishing the~~  
10                   ~~requested information or documentation to complete the application. The failure to refile~~  
11                   ~~and pay the appropriate fees and/or to provide the requested information within the time~~  
12                   ~~specified herein will result in the denial of the operating permit application for that~~  
13                   ~~licensing period.~~

14 ~~F. — Each towing operating permit shall be on a form printed with the requirements described~~  
15                   ~~herein and shall be signed by the Director. Each towing operating permit shall contain, at~~  
16                   ~~a minimum, the name and address of the applicant, the dates the operating permit remains~~  
17                   ~~in effect, and a statement of such additional terms and conditions, restrictions and~~  
18                   ~~limitations as were authorized in the application and approval process.~~

19 ~~G. — All towing operating permits shall be renewed annually. As a part of the renewal~~  
20                   ~~process, the original application shall be updated and verified by the applicant. Each~~  
21                   ~~updated renewal application shall be submitted at least sixty (60) days prior to expiration~~  
22                   ~~of the current operating permit and shall be accompanied by a fee, which shall be~~  
23                   ~~established by resolution of the Commission. All monies received shall be deposited in a~~

1 separate Palm Beach County fund and shall be used exclusively to accomplish the  
2 purposes of this Ordinance. All towing operating permits which are not renewed shall  
3 automatically expire upon the expiration date of the operating permit, as stated on the  
4 operating permit, and all recovery, towing, removing and storage services permitted  
5 thereunder shall cease immediately. The Division shall deny each renewal application  
6 that is not timely, is incomplete, is untrue in whole or in part, is unaccompanied by the  
7 required fee, or results in a determination by the Division that the applicant has failed to  
8 satisfy the requirements of subsection C (3) of this section. Any applicant who fails to  
9 furnish to the Division a true and complete renewal application, including all of the  
10 requested supporting documentation, within 30 days of the filing of the renewal  
11 application shall be denied an operating permit.

12 H. — An operating permit issued or renewed pursuant to the provisions of this section shall not  
13 be transferable, nor shall the ownership structure of the operating permit be so modified  
14 as to constitute a change in the control or ownership of the operating permit, without the  
15 prior written approval of the Division. The towing operating permit issued by the  
16 Division shall remain the property of Palm Beach County and shall be used only under  
17 the authority of the Division.

18 I. — The applicant who files his renewal application after the filing deadline date established  
19 by the Division shall pay a renewal late fee as established by the Commission by  
20 resolution.

21 J. — There shall be no numerical limit on operating permits issued pursuant to the provisions  
22 of this Section.

23 K. — Failure to comply with the provisions of this Section may result in denial of an operating

1 ~~permit, revocation or suspension of the operating permit, a denial of renewal of such~~  
2 ~~operating permit, issuance of a civil citation, a criminal conviction and/or other such~~  
3 ~~remedies available to the Division herein.~~

4 ~~L. All monies required pursuant to this Section shall be non-refundable.~~

5 ~~M.~~ Prior to the issuance of an operating permit, the Division shall inspect each ~~non-consent~~  
6 ~~towtruck~~ storage facility **and public office area** to assure compliance with this  
7 Ordinance and the following:

8 **A. Non-Consent Towing Storage facilities must meet the following requirements:**

9 **1.** Adequate chain-link or solid-wall fencing that has a minimum height of 6 feet  
10 with lockable and secure gates surrounding the storage facility. (713.78(7)(b)1),  
11 F.S.

12 **2.** At least 10 feet by 20 feet of outdoor storage space for each standard  
13 vehicle/vessel (more for larger vehicles). The facility must be able to  
14 accommodate a minimum of 10 standard size vehicles. **For towing companies**  
15 **unable to provide outdoor storage, an indoor facility must be provided with**  
16 **the same space for a minimum of 10 standard size vehicles and must use one**  
17 **or more of the security methods defined herein. Towing companies which**  
18 **provide only indoor storage shall not exceed the maximum allowable**  
19 **outdoor storage rates established by the Commission.**

20 **3.** At least 10 feet by 20 feet of indoor storage space for each standard  
21 vehicle/vessel. The indoor storage space must adequately protect the vehicle  
22 from natural (i.e., rain, hail, etc.) and man-made (i.e., paint, chemicals, etc.)  
23 elements, be isolated to prevent contact with unapproved personnel/public and be

1 placed in such a manner to prevent damage by any other means. Indoor storage  
2 space shall be adequately vented to the outside to prevent accumulation of toxic  
3 fumes or gases that may pose a threat to human health. The indoor facility must  
4 be able to accommodate a minimum of at least **one two** standard size vehicle.

5 ~~This subsection shall not apply to towtruck operators performing private property~~  
6 ~~impounds exclusively. In lieu of indoor storage, such private property impound~~  
7 ~~only operators shall insure that towed vehicles are adequately protected from the~~  
8 ~~elements by the use of tarps, commercial plastic wraps or other means.~~

9 **4.** Illuminate the storage facility with lighting of sufficient intensity to reveal  
10 persons and vehicles/vessels at a distance of 150 feet during nighttime.  
11 (713.78(7)(b)2), F.S.

12 **5.** Each storage facility must use one or more of the following security methods to  
13 discourage theft of vehicles/vessels or of any personal property contained in such  
14 vehicles/vessels:

- 15 a. A night dispatcher or watchman remaining on duty at the storage facility  
16 from sunset to sunrise;
- 17 b. A guard dog (as licensed and approved by the **Palm Beach County**  
18 Animal Care & Control Division) which remains at the storage facility  
19 from sunset to sunrise;
- 20 c. Security cameras or other similar electronic surveillance devices which  
21 monitor **and record activities in** the storage facility **during the hours the**  
22 **business is closed to the public**; or
- 23 d. A licensed security guard service which examines/patrols the storage

1 facility at least once each hour from sunset to sunrise. (713.78(7)(b)3),  
2 F.S.

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

6 **B. Consent Only Towing Companies providing vehicle storage facilities must meet the**  
7 **following minimum requirements:**

8 **1. Provide adequate chain-link or solid-wall fencing that has a minimum height**  
9 **of 6 feet with lockable and secure gates surrounding the lighted outdoor**  
10 **storage facility for at least 2 standard size vehicles. Secure indoor storage for**  
11 **at least 2 standard size vehicles is permissible.**

12 **2. Provide an appropriate office area protected from the weather and equipped**  
13 **with a wired telephone system and approved sanitary facilities in accordance**  
14 **with the requirements of Chapter 64E-10, FAC.**

15  
16 **SECTION 7. Insurance Requirements.**

- 17 A. It shall be unlawful for any towtruck company **receiving compensation** to recover, tow, or  
18 remove a vehicle/vessel or to provide vehicle/vessel storage services in connection  
19 therewith until that company has filed with the Division and maintains in effect, **for each**  
20 **towtruck and towtruck company, an the following types of commercial insurance: auto**  
21 **liability for each vehicle, general/garage liability, on-hook cargo liability and**  
22 **worker's compensation (as required by state law).** **policy or policies or certificates of**  
23 **insurance which shall indemnify/insure such company for its liability, at a minimum, as**

1 follows: **The Board shall establish the minimum insurance limits by resolution for**  
2 **each insurance type.**

3 1. ~~Auto liability for each towtruck:~~

4 a. ~~\$300,000 combined single limit for Class A Light Duty (Section 3.A.)~~  
5 ~~towtrucks used exclusively for private property impounds.~~

6 b. ~~\$500,000 combined single limit for all other towtrucks.~~

7 2. ~~General/garage liability:~~

8 a. ~~\$300,000 combined single limit for towtruck operators performing only~~  
9 ~~private property impounds.~~

10 b. ~~\$500,000 combined single limit for all other towtruck operators.~~

11 3. ~~Garage keeper's liability, \$50,000 for any one vehicle and \$100,000 per~~  
12 ~~occurrence.~~

13 4. ~~\$50,000 on hook cargo liability coverage for each vehicle.~~

14 5. ~~Worker's Compensation as required by state law.~~

15 B. All insurance policies required shall be issued by insurance companies ~~authorized and~~  
16 ~~qualified to do business in the state of Florida. Such insurance companies must carry a~~  
17 ~~"B+" rating or higher as determined by the A.M. Best Guide licensed and admitted to~~

18 **write commercial liability insurance in the State of Florida.** No policy shall be

19 accepted which is less than a six (6) month duration. Each policy shall be endorsed to  
20 provide for (30) thirty days **written** notice ~~by U.S. mail~~ to the Division ~~of any material~~

21 ~~change, cancellation or expiration of the policy~~ **of any non-renewal of the policy or at**

22 **least ten (10) days written notice to the Division of any cancellation/non-payment of**

23 **the policy.**

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

6 Board of County Commissioners of Palm Beach County  
7 c/o Division of Consumer Affairs  
8 50 South Military Trail, **Suite 201**  
9 West Palm Beach, FL 33415

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

16 D. ~~Failure to provide current certificates of insurance or policies or failure to maintain the~~  
17 ~~required coverage for each towtruck/towtruck company shall result in suspension of the~~  
18 ~~towing operating permit, which shall remain in effect until proof of compliance with this~~  
19 ~~section is submitted to the Director and approved.~~ **The Division may deny, suspend or**  
20 **revoke the business permit of any company for failure to obtain or maintain**  
21 **insurance as required by this Ordinance. Any company which submits false or**  
22 **fraudulent insurance documents shall be subject to immediate denial or revocation.**  
23 **Such companies shall not be eligible to reapply for a business permit for five (5)**  
24 **years. The Division shall notify the State Department of Financial Services/Division**  
25 **of Insurance Fraud for follow-up investigation and review. Upon denial, suspension**

1 **or revocation of the business permit, the company shall be entitled to an appeal**  
2 **according to the provisions in Section 28.**

3 E. **The Division shall suspend the business permit of any company which fails to ensure**  
4 **that each and every registered vehicle associated with the company has:**

5 1. **A current certificate of insurance provided to the Division by the authorized**  
6 **agent or insurance company no later than the date of expiration of its**  
7 **previous policy, or**

8 2. **A reinstatement notice provided to the Division no later than the date of**  
9 **cancellation of said policy.**

10 3. **Any company which has had its business permit suspended more than 2**  
11 **times in any 12 month period may have such permit revoked for a period of**  
12 **1 year.**

13 F. **An “administrative insurance reactivation” fee established by resolution of the**  
14 **Board, shall be assessed all towtruck companies that are suspended pursuant to**  
15 **paragraph D above. The suspension shall not be withdrawn until the fee is paid to**  
16 **the Division.**

17  
18 **SECTION 8. Towtruck Registration; Towtruck Standards; Decals.**

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

- 1 B. The Division is authorized to issue current towtruck decals for each separate towtruck  
2 upon application by the towtruck company and completion or satisfaction of the  
3 following:
- 4 1. Inspection by personnel authorized by the Division to ensure that the towtruck  
5 clearly displays the company name on the exterior of the driver and passenger  
6 sides in permanently affixed letters in contrasting colors at least three (3) inches  
7 high. The **business physical** address, telephone number and operating permit  
8 number must be in at least one (1) inch permanently affixed letters in contrasting  
9 colors on the exterior driver and passenger sides.
  - 10 2. Submission of an affidavit to the Division assuring that each towtruck is  
11 commercially manufactured and meets the specifications listed in Section 3 of this  
12 Ordinance and is in safe operating condition.
  - 13 3. An application form prepared by the Division and completed by the towtruck  
14 company, which correctly indicates the year, make, model, vehicle identification  
15 number, and the State of Florida motor vehicle license plate number and the  
16 expiration date of the license plate of the towtruck. A copy of the State of Florida  
17 Vehicle Registration shall be provided for each vehicle to be registered/permitted  
18 with the Division.
  - 19 4. Payment of a non-refundable decal fee established by resolution of the  
20 Commission and deposited and used in the same manner as other fees and charges  
21 under this Ordinance.
  - 22 5. Inspection of the towtruck by personnel authorized by the Division to ensure that  
23 the towtruck meets the minimum towtruck **signage requirements and** safety and

1 equipment standards. The minimum safety requirements for all towtrucks shall  
2 be:

- 3 a. Compliance with Section 3 of this Ordinance;
- 4 b. Vehicle and towing apparatus in safe operating condition pursuant to  
5 Chapter 316, F.S;
- 6 c. Tire conditions and tread;
- 7 d. Braking performance;
- 8 e. Lights – head, parking, rear, signal and flood;
- 9 f. Amber emergency lighting;
- 10 g. Fire extinguisher;
- 11 h. Safety Equipment – Flares, light reflective safety cones or red triangle  
12 highway warning reflectors; and
- 13 i. Flashlight.

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

- 16 a. “Oil Dry” or its equivalent; and
- 17 b. Equipment – crowbar/pryer, jumper cables, bolt cutters, 4-way lug  
18 wrench, extra tow chain, 5 gallon trash receptacle, fire axe, heavy duty  
19 push broom and shovel.

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

23 D. Any additional towtrucks must comply with this Section prior to being used for recovery,

1 towing or removal of any vehicle/vessel. Upon compliance with this Section, additional  
2 towtrucks acquired during the licensing year will receive a decal at a prorated fee.

3 E. Decals shall be issued in numerical order and each decal issued shall display its assigned  
4 number. Decals shall be issued annually when the operating permit is renewed.

5 F. The decal for each towtruck shall be affixed by personnel authorized by the Division and  
6 shall at all times be displayed and available for inspection by any law enforcement officer  
7 or by personnel authorized by the Division to perform enforcement duties.

8 G. Replacement or duplicate decals may be authorized by the Division upon the completion  
9 of an application and notarized statement of the towtruck company stating that such  
10 replacement or duplicate decal is necessary and stating the reasons for such request,  
11 along with a nominal charge to be approved by resolution of the Commission.

12 H. A towing company which has towtrucks inspected by a municipality or law enforcement  
13 agency that meet the inspection requirements of this Ordinance, shall be exempt from the  
14 inspection requirements herein as long as the inspection took place within 90 days of the  
15 required Division inspection. However, all towtrucks operating pursuant to this  
16 Ordinance shall be registered with the Division and meet the vehicle safety requirements  
17 of this Ordinance. ~~By resolution, the Commission may assess a reduced decal fee for~~

18 ~~towtrucks inspected by a municipality or law enforcement agency.~~

19  
20 **Section 9. Inspection Procedures and Requirements.**

21 A. The Division shall conduct storage facility and individual towtruck inspections upon the  
22 completion and submittal of all application requirements by each towtruck company.

23 The Division will provide written notification (fax or electronic notification acceptable)

1 to the towtruck company of the need for inspection of storage facilities and all towtrucks.

2 1. Within 5 business days of notification, the towtruck company shall contact the  
3 Division to schedule an appointment for inspection. Said inspection shall be  
4 completed within 20 business days after the towtruck company contacts the  
5 Division to schedule the inspection. If the towtruck company does not schedule  
6 the inspection within 5 business days of notification, then prior to inspection, an  
7 inspection late fee established by resolution of the Commission must be paid to  
8 the Division. Failure to schedule the appointment following initial notification by  
9 the Division within the five day time period shall result in the denial of the  
10 operating permit and a requirement that the operating permit application be  
11 resubmitted along with applicable non-refundable re-filing fees established by  
12 resolution of the Commission.

13 2. If the towtruck company cancels the inspection, a cancellation fee must be paid to  
14 the Division prior to inspection. Failure to reschedule the appointment within 11  
15 business days of the initial notification by the Division or to complete said  
16 inspection within 20 business days after the appointment has been rescheduled,  
17 shall result in the denial of the operating permit and a requirement that prior to  
18 inspection, the operating permit application be resubmitted along with applicable  
19 non-refundable re-filing fees established by resolution of the Commission. The  
20 applicant shall only be permitted one opportunity to reschedule the required  
21 inspections.

22 B. If a storage facility inspection reveals deficiencies (fails) and a reinspection is required,  
23 then a storage facility reinspection fee must be paid to the Division. The fee is to be

1 established by the Commission by resolution. Within 5 business days of notification, the  
2 towtruck company shall contact the Division to schedule an appointment for reinspection.  
3 Said reinspection shall be completed within 20 business days after the towtruck company  
4 contacts the Division to schedule the reinspection. Failure to complete said reinspection  
5 within 20 business days after the appointment has been scheduled, shall result in the  
6 denial of the operating permit and a requirement that the application be resubmitted along  
7 with applicable non-refundable re-filing fees established by resolution of the  
8 Commission.

9 C. Upon the Division’s inspection of the storage facility and towtruck(s), if all towtrucks are  
10 not available/present, then the towtruck company shall bring the unavailable truck(s) to  
11 the Division’s designated inspection site within 5 business days by appointment. If the  
12 towtruck(s) are not inspected within 5 business days, then a vehicle inspection late fee  
13 must be paid to the Division. The fee is to be established by the Commission by  
14 resolution.

15 D. If towtruck inspection reveals deficiencies (fails) and a reinspection is required, then the  
16 failed truck(s) are to be brought to the Division’s designated reinspection site within 5  
17 business days by appointment. The vehicle reinspection fee shall be applied each time the  
18 individual towtruck fails the inspection process. If the towtruck is not reinspected within  
19 5 business days, then a late vehicle reinspection fee must be paid to the Division.

20 E. Towtrucks that are out of service at the time of a scheduled vehicle inspection and are  
21 expected to be out-of-service longer than 5 business days as well as towtrucks that have  
22 failed 2 inspections will be red-tagged by the Division. A red-tag “out of service” decal  
23 will be applied to the vehicle by a Division employee and the vehicle may not be used for

1 any business or towing purposes until such time as the vehicle is brought to the  
2 Division’s designated site, inspected and approved for operation. Only Division  
3 employees may remove the red-tag decal.

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

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

18  
19 **SECTION 10. Nonconsent Manifest, Towing Invoice, or Tow Sheet.**

20 ~~A. In the event that prior express instruction (signed and dated) of the real property owner is~~  
21 ~~provided by facsimile (Section 14.D.), the towtruck driver is not required to be in~~  
22 ~~possession of said prior express instruction.~~

23 B. It shall be unlawful for any person providing nonconsent towing services to recover, tow

1 or remove a vehicle/vessel or provide storage in connection therewith unless the person  
2 providing such service shall maintain in his possession a manifest, towing invoice, tow  
3 sheet or dispatch records which shall include, but not be limited to, the following  
4 information:

- 5 1. Name of the towtruck company and of the towtruck operator physically providing  
6 the service;
- 7 2. Palm Beach County Decal number of the towing vehicle used to provide the  
8 service;
- 9 3. Name, address and telephone number of the person requesting the service, except  
10 as provided in Section 14.E. of this Ordinance;
- 11 4. Prior express instruction (signed and dated) of the real property owner provided in  
12 the presence of the towtruck driver recovering, towing or removing the  
13 vehicle/vessel except as provided in paragraph A. above.
- 14 5. Date and time the towtruck arrived at the location where the service is to be  
15 performed;
- 16 6. **Date and time of release to vehicle/vessel owner or authorized agent;**
- 17 7. Location at which the service originated;
- 18 8. Destination to which the vehicle/vessel being provided the service is taken and  
19 the time of arrival at the destination;
- 20 9. Description of vehicle/vessel being provided the service, including make, model,  
21 year (if known), color, vehicle/vessel identification number (if visible) and license  
22 plate number, if any;
- 23 10. Description of services provided;

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

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

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

11                    **IF YOU HAVE QUESTIONS OR COMPLAINTS ABOUT NON-**  
12                    **CONSENT TOWS UNABLE TO BE RESOLVED BY THE**  
13                    **TOWING COMPANY MANAGEMENT, CONTACT THE PALM**  
14                    **BEACH COUNTY CONSUMER AFFAIRS DIVISION, WEST**  
15                    **PALM BEACH, FLORIDA. TELEPHONE: (561) 712-6600 OR**  
16                    **BY INTERNET: www.pbcgov.com/consumer.**

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

- 20                    1.    **CASH, MONEY ORDER OR VALID TRAVELER'S CHECK;**  
21                    **AND**  
22                    2.    **VALID BANK DEBIT/CREDIT CARD, WHICH SHALL**  
23                    **INCLUDE, BUT NOT BE LIMITED TO, MASTERCARD OR**  
24                    **VISA, THAT IS IN THE NAME OF THE VEHICLE/VESSEL**  
25                    **OWNER OR AUTHORIZED DRIVER/AGENT; AND**  
26                    3.    **VALID PERSONAL CHECK SHOWING ON ITS FACE**  
27                    **THE NAME AND FLORIDA ADDRESS OF THE**  
28                    **VEHICLE/VESSEL OWNER OR AUTHORIZED**  
29                    **DRIVER/AGENT.**  
30                    31

32           C.    Each **original** manifest, towing invoice, or tow sheet shall be available for inspection  
33                    **and a copy provided** upon demand by law enforcement officers, **or** by personnel  
34

1 authorized by the Division to perform enforcement duties **or to the vehicle vessel owner**  
2 **or his/her authorized driver/agent**, at any time during the period of recovery, towing or  
3 removal of a vehicle/vessel.

4  
5 **SECTION 11. Consent Manifest, Towing Invoice, or Tow Sheet.**

6 **A. It shall be unlawful for any person providing consent towing services to recover, tow**  
7 **or remove a vehicle/vessel or provide storage in connection therewith unless the**  
8 **person providing such service shall maintain in his possession a manifest, towing**  
9 **invoice, tow sheet or dispatch records which shall include, but not be limited to, the**  
10 **following information:**

11 **1. Name, address, telephone number and Palm Beach County towing operating**  
12 **permit number of the towtruck company;**

13 **2. Name, address and telephone number of the person requesting the service;**

14 **3. Description of service provided to include an itemized list showing the total**  
15 **cost of all services;**

16 **4. Acceptable forms of payment;**

17 **5. Location at which the service originated;**

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

20 **7. The following disclosure in bold capitalized letters of at least 12-point type:**

21 **IF YOU HAVE QUESTIONS OR COMPLAINTS UNABLE TO**  
22 **BE RESOLVED BY THE TOWING COMPANY MANAGEMENT,**  
23 **CONTACT THE PALM BEACH COUNTY CONSUMER**  
24 **AFFAIRS DIVISION, WEST PALM BEACH, FLORIDA.**  
25 **TELEPHONE: (561) 712-6600 OR BY INTERNET:**

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[www.pbcgov.com/consumer](http://www.pbcgov.com/consumer).

**B. Each manifest, towing invoice, or tow sheet shall be available for inspection upon demand by law enforcement officers, or by personnel authorized by the Division to perform enforcement duties.**

**SECTION 11. 12. Advertisements.**

In all advertisements, towtruck companies shall furnish the complete business address, telephone number and Palm Beach County Towing Operating Permit Number of said towtruck company. The Permit Number is not required in telephone directories where the publisher gratuitously provides a “business listing” with only the company name, address and phone number.

**SECTION 12. 13. Records Required.**

Each towtruck company shall maintain accurate and complete records relating to the rates for non-consent tows, including but not limited to, manifests, towing invoices, or tow sheets for services rendered, and records of payments for services rendered. When photographs are taken of vehicles/vessels, the vehicle/vessel owner and the Division shall have access to such photos for the purpose of inspection and/or copying. Such records and photographs shall be maintained for at least three (3) years. The Division shall be granted access to these records for inspection and/or copying, during regular business hours, upon three (3) calendar days prior notice. In the event, the Division is denied the opportunity to inspect and copy such records; the Division shall have the right to remove the records for the purpose of copying and shall return any records removed within three (3) calendar days. All records and information inspected and not copied

1 shall be confidential, except that records may be copied and made public for the purpose of  
2 complaint investigations, operating permit suspension and/or revocation proceedings.

3  
4  
5 **Section 13.14. Towing Operating Permit Required to Do Business with the**  
6 **County.**

7  
8 No person shall submit a bid, nor shall any contract be awarded, on any county contract or  
9 agreement to recover, tow, or remove vehicles/vessels or provide storage in connection with  
10 such services unless that person has a valid and current towing operating permit issued pursuant  
11 to this Ordinance. Nothing herein shall prevent the County from contracting for more stringent  
12 requirements than set forth in this Ordinance.

13  
14  
15 **SECTION 14. 15. Towing With Prior Express Instruction of Real Property**  
16 **Owner or Duly Authorized Agent and/or Law Enforcement Agency.**

17  
18 In addition to the other requirements of this Ordinance, no towtruck company shall, for  
19 compensation, recover, tow, or remove a vehicle/vessel or provide storage in connection  
20 therewith without the prior express instruction of the vehicle/vessel owner or authorized driver,  
21 except in accordance with the following:

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

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

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

**prior express instruction is a violation of this Ordinance and shall result in the issuance of a citation and/or suspension or revocation of the operating permit.**

D. Signing in the presence of the towtruck company/driver shall not be required for a prior express instruction made by the real property owner or authorized agent forwarded by facsimile transmission on a form provided by the Division. All other requirements of this Ordinance shall apply and the real property owner or duly authorized agent shall provide in the facsimile instruction the specific location (i.e., address, parking space, etc.), color of the vehicle, make and/or model of the vehicle (if visible) and either the license tag number or the vehicle identification number (if available) prior to the vehicle/vessel being towed. Such facsimile instruction shall include the real property owner's or authorized agent's signature and printed or typed full name and title, as well as an electronic confirmation or electronic stamp of the date and time the instruction was sent to the towtruck company. The towtruck company, in compliance with Section 42 **13** of this Ordinance, shall maintain copies of facsimile instructions. **Failure of the towtruck company to act on a faxed instruction within 24 hours of an expressed instruction from the property owner or designee shall require the issuance of a new facsimile or express authorization. Acting on an incomplete facsimile from the property owner is a violation of this Ordinance.**

~~E. If specifically approved in the contract for service, signing in the presence of the towtruck company/driver shall not be required when a vehicle/vessel is parked and blocking public egress/ingress to the business/residential area. In such cases the towtruck company is required to photograph the car and its location prior to removal and said photograph shall conclusively shows that the vehicle is clearly in violation this sub-~~

1 ~~section. The photograph must include a date and time stamp.~~

2 F. No towtruck company/driver shall pay or rebate money, or solicit or offer the rebate of  
3 money, or other valuable consideration in order to obtain the privilege of rendering  
4 towing services. The only exceptions ~~are:~~ **is**

5 1. ~~Governmental~~ **governmental** franchise fees; ~~and.~~

6 2. ~~Towtruck companies providing fax machines to facilitate the requirements of this~~  
7 ~~section.~~

8 G. Except as otherwise provided in this Ordinance, no such prior express instruction shall be  
9 considered to have been given: 1) by the mere posting of signage as required by Sections  
10 15 **and 19** of this Ordinance; 2) by virtue of the terms of any contract or agreement  
11 between a towtruck company and a real property owner; 3) when the prior express  
12 instruction occurs in advance of the actual unauthorized parking of the vehicle/vessel; or  
13 4) where the prior express instruction is general in nature and unrelated to specific,  
14 individual and identifiable vehicles/vessels which are already parked without  
15 authorization.

16 I. Each towtruck company shall enter into a written contract with every owner **or duly**  
17 **authorized agent (as defined herein)** of private property that authorizes the towtruck  
18 company to tow vehicles/vessels **on or** from its property. This written contract shall  
19 include the beginning date of said contract, the names **and titles** of all persons **(i.e.,**  
20 **owner, property manager, condominium president, etc.) who have the authority to**  
21 **appoint persons (i.e., security guard, night watchman, on-site manager, parking monitors,**  
22 **etc.) who can authorize** prior express instruction to the towtruck company to remove,  
23 recover or tow any vehicle/vessel **on or** from its property. The written contract shall **also**

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

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

5 J. Real property owners or authorized representatives shall not request the recovery, tow or  
6 the removal of vehicles/vessels that are reasonably identifiable from markings or  
7 equipment as law enforcement, fire fighting, rescue squad, ambulance, or other  
8 emergency vehicles/vessels which are marked as such ~~or to property owned by any~~  
9 ~~governmental entity.~~

10 **K. Real property owners or authorized agents shall not request the recovery, tow or**  
11 **the removal of vehicles/vessels parked in designated in a handicapped parking**  
12 **space. Such instances must be handled by local law enforcement.**

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

17  
18 **SECTION 15. 16. Notice Requirements for Providing Tow Services at Request**  
19 **of Real Property Owners.**  
20

21 A. In addition to the requirements of Section 44 **15** of this Ordinance, towtruck companies  
22 duly permitted under this Ordinance may recover, tow or remove a vehicle/vessel or  
23 provide storage in connection therewith upon the prior express instruction of a real  
24 property owner or authorized agent, on whose property the vehicle/vessel is abandoned

1 or parked without authorization, provided that the following requirements are satisfied:

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

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

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

20 c. The light reflective sign shall clearly indicate, in not less than 2-inch high  
21 letters on a contrasting background, the days of the week, and hours of the  
22 day during which vehicles/vessels will be towed away at the owner's  
23 expense; and the name and current telephone number of the towtruck

1                                    company performing the towing service.

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

9            3.    ~~Startup: All new private property towing contracts must comply with the light  
10                                    reflective sign requirements beginning 3 months after the effective date of this  
11                                    Ordinance. All other “Tow Away” signs for previously existing contracts must  
12                                    comply with these requirements, as signs are replaced, but no later than 5 years  
13                                    after enactment of this Ordinance.~~

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

22    B.    Except as otherwise provided in Section ~~14, D. and E.~~ **15, E**, when any real property  
23                                    owner instructs a vehicle/vessel to be recovered, towed, removed from his or her property

1 and stored, s/he or a designated representative shall sign the tow ticket authorizing the  
2 tow. Immediately upon request, and without demanding compensation, the real property  
3 owner shall inform the vehicle/vessel owner or other authorized person in control of the  
4 vehicle/vessel of the name and address of the towtruck company that has recovered,  
5 towed or removed the vehicle/vessel.

6 C. If the vehicle/vessel owner or authorized driver/agent arrives at the scene prior to the  
7 vehicle/vessel being removed or towed from the property, the vehicle/vessel shall be  
8 disconnected from the towtruck and the vehicle/vessel owner or authorized driver/agent  
9 shall be allowed to remove the vehicle/vessel without interference upon the payment of a  
10 reasonable service fee of not more than one-half of the posted rate for such towing  
11 service (drop charge), for which a receipt shall be given, unless that person refuses to  
12 remove the vehicle/vessel which is unlawfully parked. The bill/invoice must be  
13 presented to the vehicle/vessel owner authorized/driver/agent prior to request for the  
14 payment. **Towtruck companies are not authorized to apply a fee in cases where the**  
15 **owner of the vehicle/vessel arrives on the scene prior to a complete mechanical**  
16 **hook-up (road-worthy) between the towtruck and the vehicle/vessel.** In the event the  
17 owner/driver of the vehicle/vessel is occupying the vehicle/vessel and refuses to vacate  
18 same, in addition to the drop charge, the towtruck company/driver is permitted to charge  
19 extra time at the scene where law enforcement involvement is necessary and the towtruck  
20 driver obtains the name of the law enforcement agency, case number of the law  
21 enforcement agency and **if possible** the name and badge number of the investigating law  
22 enforcement officer. The towtruck driver shall also prepare detailed documentation/  
23 explanation as to why “extra time at scene” charges were required. All documentation

1 shall be provided to the vehicle/vessel owner or representative upon demand. Such fee  
2 shall be approved by resolution of the Commission.

3  
4 **Section 16. 17. Non-Consent Towtruck Company Requirements.**

5 A. Towtruck companies providing services pursuant to this Ordinance shall not do so when  
6 there is a person occupying the vehicle/vessel.

7 B. Towtruck companies providing services pursuant to this Ordinance shall transport the  
8 vehicle/vessel directly to the storage facility of the towtruck company providing the  
9 service, ~~or~~ to such other location as a law enforcement officer authorizing the tow may  
10 expressly direct, **or to a location expressly directed by the vehicle owner or**

11 **authorized driver/agent. When the vehicle owner or authorized driver/agent**  
12 **expressly authorizes the vehicle to be towed to a location other than the towtruck**  
13 **company storage facility, the towtruck driver must:**

14 4. **Provide a “not to exceed” estimate in writing of all the rates and fees that**  
15 **will be assessed for the tow or negotiate a consent-only towing agreement;**

16 **and**

17 5. **Disclose in writing the three methods of payment and come to a mutually**  
18 **agreed time as to how and when the towing company will be compensated.**

19 B. and shall not keep the vehicle/vessel in any temporary holding area **It is a violation of**  
20 **this Ordinance for a towtruck company to keep or stage impounded vehicles/vessels**  
21 **in any temporary area or holding facility prior to the transportation of the vehicle**  
22 **to its approved storage facility.**

- 1 C. Towtruck companies ~~who~~ **which** provide services pursuant to this Ordinance shall file  
2 and keep on record with the Division a complete copy of all current rates charged for the  
3 recovery, towing or removal of vehicles/vessels and storage provided in connection  
4 therewith. Such persons shall also display prominently at each storage facility the  
5 following information: signage which identifies the name of the towing company, a  
6 schedule of all charges and rates for removal of vehicles/vessels for private property  
7 impounds; a statement that these rates do not exceed those rates filed with the Division  
8 and are in accordance with the provisions of this Ordinance and the rights afforded to a  
9 vehicle owner or authorized driver/agent pursuant to Florida Statutes. The above  
10 information shall be posted prominently in the area designated for the vehicle/vessel  
11 owner or authorized driver/agent to transact business. Such area shall provide shelter,  
12 safety and lighting adequate for the vehicle/vessel owner or authorized driver/agent to  
13 read the posted rate schedule. Further, notice shall be posted advising the vehicle/vessel  
14 owner or authorized driver/agent of the right to request and review a complete schedule  
15 of charges and rates for towing services for the jurisdiction in which the law enforcement  
16 order to tow was made, and that the towtruck company is permitted by the Division  
17 noting the Division's telephone number, address and business hours.
- 18 D. Towtruck companies shall provide signage on the property clearly visible from the street,  
19 (unless otherwise prohibited by local zoning laws) with at least 3 inch letters on a  
20 contrasting background with the name and phone number of the towtruck company.
- 21 E. Towtruck companies ~~who~~ **which** provide services pursuant to this Ordinance shall advise  
22 any vehicle/vessel owner or authorized driver/agent who calls by telephone prior to  
23 arriving at the storage facility of the following:

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

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

**code, or electronic device from the vehicle/vessel owner that would allow entry. The vehicle/vessel and/or personal property shall be released to the vehicle/vessel owner if the ownership documents are consistent with the photo identification.**

G. Towtruck companies ~~who~~ **which** provide services pursuant to this Ordinance shall accept payment for charges from the vehicle/vessel owner or authorized driver/agent in all the following forms:

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

A towtruck company/driver shall not reject any of the above forms of payment. A vehicle/vessel owner or authorized driver/agent shall not be required to furnish more than one government issued (1) form of picture identification when payment is made by valid bank debit/credit card or personal check, and said presentation shall constitute sufficient identity verification.

H. Towtruck companies ~~who~~ **which** provide services pursuant to this Ordinance shall not store or impound a towed vehicle/vessel at a distance which exceeds a ten (10) mile radius of the location from which the vehicle/vessel was recovered, towed or removed unless no towing company providing services under this section is located within a ten (10) mile radius, in which case a towed or removed vehicle/vessel must be stored at a site within twenty (20) miles of the point of removal.

- 1 I. Towtruck companies ~~who~~ **which** provide services pursuant to this Ordinance shall  
2 maintain one or more storage facilities, each of which shall maintain a current Palm  
3 Beach County ~~Occupational License~~ **Business Tax Receipt** and **when applicable a**  
4 municipal ~~occupational or business license~~ **Business Tax Receipt** (when applicable), and  
5 **The business** shall be open for the purpose of redemption of vehicles/vessels by owners  
6 or authorized drivers/agents on any day that the towtruck company is open for towing  
7 purposes from at least 8:00 A.M. to 6:00 P.M., Monday through Friday and, when closed,  
8 shall have posted prominently on the exterior of the storage facility and place of business,  
9 if different, a notice indicating a telephone number where the towtruck company can be  
10 reached at all times. Upon request of the vehicle/vessel owner or authorized driver/agent,  
11 the towtruck company shall release the vehicle/vessel to the vehicle/vessel owner or  
12 authorized driver/agent within one (1) hour.
- 13 J. Towtruck companies shall not, as a condition of release of the vehicle/vessel, require a  
14 vehicle/vessel owner or authorized driver/agent to sign any release or waiver of any kind  
15 which would release the towtruck company from liability for damages noted by the  
16 vehicle/vessel owner or authorized driver/agent at the time of the vehicle's/vessel's  
17 release. A detailed, signed receipt showing the legal name of the towtruck company  
18 removing the vehicle/vessel shall be given to the vehicle/vessel owner or authorized  
19 driver/agent at the time of payment, whether requested or not.
- 20 K. Nothing in this Ordinance shall prevent the Sheriff or any municipality within the county  
21 from providing additional or more restrictive requirements in contracts or arrangements  
22 which authorize the recovery, towing or removal of vehicles/vessels or storage provided  
23 in connection therewith.

1 **L. Towtruck companies which provide services pursuant to this Ordinance shall**  
2 **release vehicles/vessels towed or removed to the vehicle/vessel owner or authorized**  
3 **driver/agent provides Proof of Ownership documents. Proof of Ownership**  
4 **documents shall include:**

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

16 **M. Towtruck companies which provide services pursuant to this Ordinance shall make**  
17 **a “good faith effort” to locate the vehicle/vessel owner or lien holder. For the**  
18 **purposes of this paragraph and subsection, a “good faith effort” means that the**  
19 **required steps have been performed by the towtruck company according to Section**  
20 **(4)(d) of the Florida Statutes. Failure to make a “good faith effort” to comply with**  
21 **the notification requirements of this section shall preclude the imposition of any**  
22 **storage charges against such vehicle or vessel.**

23 **N. Towtruck companies which provide services pursuant to this Ordinance and found**

1 **to be in violation of this Ordinance relating to a specific non-consent tow shall be**  
2 **required to reimburse the vehicle/vessel owner of all illegal or over charges related**  
3 **to that towing incident. Failure to reimburse the owner of the vehicle/vessel in such**  
4 **cases is a violation of this Ordinance.**

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

8  
9 **Section 18. Consent-Only Towtruck Company Requirements.**

10 **A. Towtruck companies providing services pursuant to this Ordinance shall not do so**  
11 **when there is a person occupying the vehicle/vessel.**

12 **B. Towtruck companies providing services pursuant to this Ordinance shall transport**  
13 **the vehicle/vessel directly to the location specified by the vehicle owner or duly**  
14 **authorized agent.**

15 **C. Towtruck companies which provide services pursuant to this Ordinance shall allow**  
16 **every vehicle/vessel owner or authorized driver/agent to inspect the interior and**  
17 **exterior of the towed vehicle upon his or her arrival at the storage facility before**  
18 **payment of any charges.**

19 **D. Towtruck companies shall not, as a condition of release of the vehicle/vessel, require**  
20 **a vehicle/vessel owner or authorized driver/agent to sign any release or waiver of**  
21 **any kind which would release the towtruck company from liability for damages**  
22 **noted by the vehicle/vessel owner or authorized driver/agent at the time of the**  
23 **vehicle's/vessel's release. A detailed, signed receipt showing the legal name of the**

1 **towtruck company shall be given to the vehicle/vessel owner or authorized**  
2 **driver/agent at the time of payment.**

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

6  
7 **SECTION 17. 19. Maximum Non-Consent Towing and Storage Rates for**  
8 **Non-Consent Tow Services.**

9  
10 A. The Commission shall, by Resolution establish maximum rates, as may be amended from  
11 time to time, for nonconsent towing services as follows:

- 12 1. Towing service per call, which shall include the first 30 minutes that the towtruck  
13 is actually on the scene engaged in the safe removal of a vehicle/vessel.
- 14 2. Mileage (per towed mile) according to Section 715.07, Florida Statutes.
- 15 3. Storage may be charged only after the vehicle has been in the storage facility for  
16 at least 6 hours. If the vehicle was not recovered by the vehicle/vessel owner or  
17 authorized driver/agent after the 6-hour time period has elapsed, then storage  
18 charges shall accrue in 24-hour increments from the time the vehicle/vessel  
19 arrived in the storage facility and:
  - 20 a. The police agency has authorized the vehicle/vessel to be impounded, or
  - 21 b. The appropriate police agency has been notified by the towtruck company  
22 that the towtruck company is in possession of a vehicle/vessel as a result  
23 of a private property impound.
- 24 4. Indoor storage rates may only be charged upon the express direction and written

1 authorization of the owner/authorized driver/agent, lien holder, insurance  
2 company representative or investigating police agency. The only exceptions to  
3 this rule are:

- 4 a. When the condition of the vehicle requires indoor storage due to inclement  
5 weather conditions or the vehicle's window(s) and/or convertible top is  
6 down and cannot be raised and indoor storage is necessary to protect the  
7 vehicle and its contents, or  
8 b. When a municipal or county jurisdiction require indoor storage for towed  
9 vehicles.

10 5. An Administrative/Lien Fee shall only be charged after the vehicle/vessel has  
11 been in the storage facility for at least 24 hours and:

- 12 a. The police agency has authorized the vehicle/vessel to be impounded, or  
13 b. The police agency has been notified by the towtruck company that the  
14 towtruck company is in possession of a vehicle/vessel as a result of a  
15 private property impound.

16 c. **The towtruck company must show proof that lien letter(s) have been**  
17 **prepared with the appropriate names/addresses (i.e., U.S. Mail**  
18 **Certification Number, correspondence copies, etc.). The towtruck**  
19 **company must show proof that lien letter(s) have been prepared with**  
20 **the appropriate names/addresses (i.e., U.S. Mail Certification**  
21 **Number, correspondence copies, etc.) and that actual fees for**  
22 **obtaining required ownership information have been expended.**  
23 **Failure to document and provide all of the above required**

**information will result in administrative/lien fee charges being removed from the total cost of the service/invoice and is a violation of this Ordinance.**

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

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

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

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

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

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

**of the services rendered which necessitated the charges and if possible photographs of the scene. Extra time shall be charged in 15-minute increments. Failure to document and provide all of the above required information will result in the extra time/labor charges being removed from the total cost of the service/invoice and is a violation of this Ordinance.**

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

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

D. Towtruck companies which provide services pursuant to this section shall display on the same sign as the rate schedule required by this Ordinance the following statement:

To The Vehicle/Vessel Owner

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

1  
2 If you have a complaint about the way services were provided, you may call the  
3 Palm Beach County Consumer Affairs Division, (561) 712-6600.

- 4  
5 E. Each towtruck company shall maintain, on a form approved by the Division, a rate sheet  
6 specifying all rates and charges, which shall be given by the towtruck driver to the  
7 requesting vehicle/vessel owner or his authorized driver/agent prior to commencing the  
8 service.

9  
10 **Section 18 20.- Towtruck Driver Driver Requirements; Failure to Comply**

11 **A. It shall be unlawful for any person to operate any towtruck within and upon the**  
12 **streets of Palm Beach County without having first obtained a Palm Beach County**  
13 **Towtruck Driver’s identification badge (Tow Driver’s I.D. Badge). All applicants**  
14 **for a Tow Driver’s I.D. Badge shall conform to the following:**

15 **1. Be at least eighteen (18) years of age;**

16 **2. Possess a valid State of Florida Driver License as required by the Florida**  
17 **Department of Highway Safety and Motor Vehicles and must show proof**  
18 **that he/she has possessed a valid driver’s license from any state within the**  
19 **United States for three (3) years (2 years for drivers younger than 21 years**  
20 **old) prior to applying for a Tow Driver’s I.D. Badge. If a person has not**  
21 **driven for 3 years in the United States, he/she must obtain the driving record**  
22 **from any other jurisdictions where he/she did drive or if he/she is unable to**  
23 **obtain the driving record, must sign an affidavit under penalty of perjury**  
24 **that he/she has no driving record which would prevent him/her from driving**  
25 **a towtruck in Palm Beach County, Florida;**

- 1       **3. The driver must provide the original form of his/her lifetime State of Florida**  
2       **Department of Highway Safety and Motor Vehicles traffic/driving record**  
3       **report to the Division which was secured no more than (thirty) 30 days**  
4       **before the application/renewal was submitted, only if the Division is unable**  
5       **to secure this required information. Upon initial application, if a driver has**  
6       **resided in Florida less than five (5) consecutive years, a traffic/driving**  
7       **record/history from each state where he/she previously resided must be**  
8       **provided for at least a five year period;**
- 9       **4. Has not had more than three (3) or more separate incidents involving moving**  
10       **violations in any twelve (12) month period in the previous three (3) years**  
11       **prior to the initial application or renewal of a Tow Driver’s I.D. Badge in**  
12       **which the applicant pled guilty, was found guilty or adjudication was**  
13       **withheld.**
- 14       **5. Has not been classified as a habitual traffic offender (as defined by Florida**  
15       **Statutes) or as defined by the state where he/she previously resided within**  
16       **five (5) years of applying for a Tow Driver’s I.D. badge and was not**  
17       **previously issued a Tow Driver’s I.D. Badge by the Division;**
- 18       **6. Upon initial application or renewal, the driver must provide the original**  
19       **request form for his/her Florida Department of Law Enforcement (FDLE)**  
20       **criminal history/records report to the Division, as well as payment for the**  
21       **amount required to secure the criminal history/records report. The Division**  
22       **shall then be responsible for processing the request and payment to the**  
23       **FDLE. The Division may conduct additional criminal history/records**

1 reports of other states/ jurisdictions as deemed appropriate. The Division  
2 may require an applicant to submit to a finger print analysis if there is a  
3 question of identity. (Check into alternative criminal background  
4 information)

5 **7. Have no conviction or plea of guilty or nolo contendere, regardless of**  
6 **adjudication of guilt, within the preceding 5 years from the date of**  
7 **application for any offense related to driving a motor vehicle under the**  
8 **influence or while intoxicated.**

9 **8. Have not more than one conviction or plea of guilty or nolo contendere,**  
10 **regardless of adjudication of guilt, within the preceding 10 years from the**  
11 **date of application for any offense related to driving a motor vehicle under**  
12 **the influence or while intoxicated.**

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

16 **10. Has not been required to register as a sexual offender in any government**  
17 **jurisdiction.**

18 **11. Have no conviction or plea of guilty or nolo contendere, regardless of**  
19 **adjudication or guilt, within the preceding three (3) years from the date of**  
20 **conviction or release from incarceration (whichever is later) including but**  
21 **not limited to the following first-degree misdemeanors determined by the**  
22 **Board to be necessary for the protection of public safety: stalking, battery,**  
23 **driving while license is suspended or revoked, exposure of sexual organs,**

1 carrying a concealed weapon, reckless driving which causes damage to  
2 property, racing on highway, criminal possession of a controlled  
3 substance/paraphernalia, luring or enticing a child under 12, or obscenity  
4 (selling/distributing sexual material to minor).

5 **12. Have no conviction or plea of guilty or nolo contendere, regardless of**  
6 **adjudication or guilt, within the preceding five (5) years from the date of**  
7 **conviction or release from incarceration (whichever is later) including but**  
8 **not limited to the following felonies determined by the Board to be necessary**  
9 **for the protection of public safety: battery, carrying a concealed weapon,**  
10 **discharging a firearm in public, robbery (not armed), burglary (not 1<sup>st</sup>**  
11 **degree), repossession of a motor vehicle under Chapter 493, repair of a**  
12 **motor vehicle under ss. 559.901-559.9221, F.S., theft of a motor vehicle under**  
13 **s. 812.014, F.S., carjacking under s. 812.133, F.S., operation of a chop shop**  
14 **under s. 812.16, F.S., overcharging for repairs and parts for insurance**  
15 **purposes under 860.15, F.S., criminal sale of a controlled substance, criminal**  
16 **possession of controlled substance/paraphernalia, obscenity**  
17 **(selling/distributing sexual material to a minor or exchanging computer**  
18 **pornography with a minor), a habitual felony offender, aggravated assault,**  
19 **child abuse/neglect, reckless driving with serious bodily injury,**  
20 **fleeing/attempting to elude a law enforcement officer, aggravated fleeing or**  
21 **eluding a law enforcement officer causing serious body injury, luring or**  
22 **enticing a child under 12 (2<sup>nd</sup> conviction), resisting an officer with violence,**  
23 **procuring a person under 18 for prostitution, selling or buying minors for**

1 **sex trafficking/prostitution, forcing/compelling/coercing a person for**  
2 **prostitution, or abuse/aggravated abuse/neglect of an elderly person or a**  
3 **disabled adult. The Division may require applicants to provide the final**  
4 **disposition for felony criminal cases on background checks received by the**  
5 **Division from any source. Failure to provide the disposition of such cases**  
6 **shall result in the denial of a Tow Driver’s I.D. badge.**

7 **13. Have no conviction, plea of guilty, nolo contendere or adjudication withheld**  
8 **of any of the following offenses determined by the Board to be necessary for**  
9 **the protection of public safety (unless proof is shown that the applicant’s civil**  
10 **rights have been restored):**

11 **(a) Murder, attempted murder, attempted felony murder, manslaughter,**  
12 **(F.S. Chapter 782)**

13 **(b) DUI manslaughter (F.S. 316.193(3));**

14 **(c) Sexual battery, attempted sexual battery (F.S. 794.011);**

15 **(d) Lewd or lascivious battery, attempted lewd or lascivious battery, lewd**  
16 **or lascivious molestation, lewd or lascivious conduct, or lewd or**  
17 **lascivious exhibition (F.S. Chapter 800);**

18 **(e) Lewd or lascivious offense upon or in the presence of an elderly or**  
19 **disabled person, attempted lewd or lascivious offense upon or in the**  
20 **presence of an elderly or disabled person (F.S. 825.1025);**

21 **(f) Sexual performance by a child, attempted sexual performance by a**  
22 **child (F.S. 827.071);**

23 **(g) Aggravated child abuse (F.S. 827.03);**

- 1           **(h) Failure to register as a sexual predator (F.S. 775) or sexual offender**
- 2           **(F.S. 943.0435);**
- 3           **(i) Computer pornography, transmission of computer pornography,**
- 4           **buying or selling of minors (F.S. Chapter 847);**
- 5           **(j) Kidnapping, attempted kidnapping, false imprisonment, or luring and**
- 6           **enticing a child (F.S. Chapter 787);**
- 7           **(k) Aggravated battery, attempted aggravated battery (F.S. 784);**
- 8           **(l) Armed robbery, attempted armed robbery, carjacking, attempted**
- 9           **carjacking, home invasion, attempted home invasion (F.S. Chapter**
- 10           **812);**
- 11           **(m) Poisoning of food or water (F.S. 859.01);**
- 12           **(n) First degree burglary or attempted first degree burglary (F.S.**
- 13           **810.02);**
- 14           **(o) Arson or attempted arson (F.S. 806.01);**
- 15           **(p) Aggravated stalking (F.S. 784.048);**
- 16           **(q) Aggravated battery or aggravated assault on a law enforcement**
- 17           **officer or other specified officer (F.S. 784.07);**
- 18           **(r) Aircraft piracy (F.S. 860.16);**
- 19           **(s) Unlawful throwing, projecting, placing, or discharging of any**
- 20           **destructive device or bomb or attempting to do so (F.S. 790.161);**
- 21           **(t) Facilitating or furthering terrorism (F.S. 775.31);**
- 22           **(u) Treason (F.S. 876.32);**
- 23           **(v) Any offense committed in another jurisdiction that would be an**

**offense listed in this paragraph if that offense had been committed in the State of Florida.**

**13. In addition, the person has not been declared to be one of the following:**

**14. A Habitual Violent Felony Offender under F.S. 775.084(1)(b);**

**15. A Three-time Violent Felony Offender under F.S. 775.084(1)(c);**

**16. A Violent Career Criminal under F.S. 775.084;**

**17. A Prison Releasee Reoffender under F.S. 775.082(9)(a);**

**18. A Sexual Predator under F.S. 775.21;**

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

**20. Applicants shall have no unsatisfied civil penalties, judgments or administrative orders pertaining to this Ordinance.**

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

**Each Tow Driver’s I.D. badge shall be valid for a two-year period and shall be renewed every other year on the applicant’s date of birth. The DCA may deny or revoke a Tow Driver’s I.D. badge if it is determined that the applicant has misrepresented, omitted, or concealed a fact on the application.**

1 **renewal application or replacement application. If the Tow Driver’s I.D.**  
2 **badge is denied, the DCA shall not accept an application for said Tow**  
3 **Driver’s I.D. badge for one (1) year from the date the badge is denied, unless**  
4 **there is less than one (1) year to satisfy the time restrictions in paragraph (1)**  
5 **above related to the following subparagraphs: (d), (e), (g), (h), (i), (j), or (k).**  
6 **In such situations, the applicant will be permitted to reapply for a Tow**  
7 **Driver’s I.D. badge after the time requirements have been satisfied. If the**  
8 **Tow Driver’s I.D. badge is revoked, the DCA shall not accept an application**  
9 **for said Tow Driver’s I.D. badge for one (1) year from the date the badge is**  
10 **revoked. Any person renewing a Tow Driver’s I.D. badge must file a renewal**  
11 **application, furnish the documentation requested by the Division, and**  
12 **submit payment for the required non-refundable renewal fee(s) not more**  
13 **than ninety (90) days before the expiration date of a Tow Driver’s I.D. badge.**  
14 **Persons who fail to reapply for their Tow Driver’s I.D. badge 30 days prior**  
15 **to expiration, risk having a gap in their authorization to drive a towtruck.**  
16 **Persons who fail to submit their renewal application, required**  
17 **documentation and fees by the expiration date of the Tow Driver’s I.D.**  
18 **badge must pay a non-refundable late fee, over and above the Tow Driver’s**  
19 **renewal fee. Any applicant who fails to submit a renewal application within**  
20 **1 year of the expiration of a current badge will be considered a new applicant**  
21 **when reapplying and no grandfathered provisions will apply. Said fees shall**  
22 **be established by resolution of the Board;**

23 **22. Shall submit to photographing (full face exposure/without sunglasses or head**

- 1                    **coverings) prior to the issuance of the Tow Driver I.D. badge by the Division;**
- 2                    **23. Complete the Tow Driver’s I.D. badge registration affidavits provided by the**
- 3                    **Division;**
- 4                    **24. Not possess a suspended or revoked driver’s license as a result of a moving**
- 5                    **violation or have any outstanding and unsatisfied civil penalties, citations or**
- 6                    **judgments imposed due to violations of this Ordinance;**
- 7                    **25. Not violate the terms of a cease and desist order, assurance of voluntary**
- 8                    **compliance, notice to correct a violation or any other lawful order of the**
- 9                    **director;**
- 10                   **26. Not be enjoined by a court of competent jurisdiction from engaging in the**
- 11                   **towing business or was enjoined by a court of competent jurisdiction with**
- 12                   **respect to any of the requirements of this Ordinance;**
- 13                   **27. Have no conviction or plea of guilty or nolo contendere regardless of**
- 14                   **adjudication of guilt in any military or foreign jurisdiction, federal, state,**
- 15                   **county or municipal jurisdiction within the United States for violations**
- 16                   **analogous or parallel to those violations enumerated in all sections herein.**
- 17                   **B. The driver of a tow truck shall conspicuously display on the driver’s person through**
- 18                   **the use of a neck lanyard, or above the waist on the outermost garment, the Tow**
- 19                   **Driver’s I.D. badge issued pursuant to this Ordinance so that it is visible and**
- 20                   **available for inspection to the public, Division personnel and all law enforcement**
- 21                   **officials while engaged and on duty for a towtruck company.**
- 22                   **C. Each Tow Driver’s I.D. badge shall be developed by the Division. Each driver’s I.D.**
- 23                   **badge shall, at a minimum, contain the name of the driver, date of expiration, photo**

1 of the driver, and such additional terms, conditions, provisions and limitations as  
2 were imposed during the approval process. Each company for which a driver will  
3 be driving must submit an affidavit (on a form prepared by the Division) or  
4 documentation from the insurance company (fax acceptable) that the driver is  
5 eligible to be insured under the company’s insurance policy.

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

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

13 **F. It shall be unlawful for any person to drive a towtruck for any towtruck company**  
14 **which has not been granted a business permit pursuant to Section ? of this**  
15 **Ordinance.**

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

19 **H. Upon submission of the application, the Division shall provide the driver with a**  
20 **receipt. No applicant shall be permitted to drive a towtruck in Palm Beach County**  
21 **until the Division has issued to him/her a Tow Driver’s I.D. badge. The Division**  
22 **shall provide the Tow Driver’s I.D. badge within ten (10) business days following the**  
23 **submittal of the application and all required documents. In the event the official**

1 **criminal background records furnished to the Division are insufficient and**  
2 **additional information is necessary, the Division shall be permitted an additional**  
3 **twenty (20) business days to issue the driver’s I.D. badge. The Division will process**  
4 **applications on a more timely basis when the required certified/original criminal**  
5 **and driving background records are submitted with the initial application and an**  
6 **additional rush fee is paid to the Division. Such fee must be approved by the Board**  
7 **of County Commissioners.**

8 **I. Drivers must be hygienically clean, well groomed and neat. Drivers are not**  
9 **permitted to wear open toed shoes and must comply with all state and federal (e.g.,**  
10 **O.S.H.A.) safety regulations. Drivers are not permitted to wear uniforms**  
11 **purporting to be from a different company or business than the one they actually**  
12 **work or drive for. Failure to abide by these requirements is a violation of this**  
13 **Ordinance.**

14 **J. Drivers shall not use abusive language or be discourteous to consumers or Division**  
15 **personnel.**

16 **K. Drivers must be able speak and understand English to the extent they can take**  
17 **instruction from law enforcement officers and consumers and complete manifests or**  
18 **invoices.**

19 **L. Drivers shall cooperate fully at all times with the Division in the furnishing of**  
20 **information required in connection with requests for proof of driver’s license,**  
21 **vehicle insurance and/or Tow Driver’s I.D. badge, during the process of applying to**  
22 **renew a Tow Driver’s I.D. badge, and during investigations of consumer complaints.**  
23 **Further, drivers shall not obstruct, hamper or interfere with an investigation of**

1 **violations of this Ordinance conducted by Division personnel, any law enforcement**  
2 **officer or employee of any other agency enforcing this Ordinance. At no time shall a**  
3 **driver use abusive language or display discourteous, hostile, aggressive or other**  
4 **inappropriate behavior toward consumers, other drivers, business owners or their**  
5 **representatives, Division personnel, law enforcement officers or any agency**  
6 **authorized to enforce this Ordinance.**

7 **M. Failure to comply with the provisions of this Section may result in the Division**  
8 **denying a Tow Driver I. D. badge/placard, revoking or suspending the Tow Driver’s**  
9 **I.D. badge/placard, denying a renewal of such Tow Driver’s I.D. badge, issuing a**  
10 **civil citation, a misdemeanor conviction or other such remedies available to the**  
11 **Division herein.**

12 **N. Start-Up - Any person acting, on the effective date of this Ordinance as a towtruck**  
13 **driver defined under the terms of this Ordinance, shall be subject to the terms of**  
14 **this Ordinance as of the effective date of this Ordinance. Any such person must**  
15 **submit an initial application for a tow driver’s I.D. Badge up to 30 days prior to**  
16 **his/her birthday but in any case no later than his/her birthday. Any person who has**  
17 **submitted an initial application for a driver’s I.D. Badge by his/her birthday shall**  
18 **be permitted to continue acting as a towtruck driver as described in Paragraph I**  
19 **above.**

20  
21 **Section 18. 21. Fraudulent Transfer of Towtruck Company.**

22 A transfer of a towtruck company to a successor company shall be deemed a fraudulent transfer  
23 if said transfer is made by the towtruck company for the purpose of evading permit fees or civil

1 penalties issued pursuant to this Ordinance. In determining intent to defraud, consideration may  
2 be given among other factors to, whether:

3 A. The transfer was to an insider;

4 B. The towtruck company retained possession or control of the property transferred after the  
5 transfer;

6 C. The transfer was disclosed or concealed;

7 D. Before the transfer was made or obligation was incurred, the towtruck company had been  
8 sued or threatened with suit;

9 E. The transfer was of substantially all the towtruck company's assets;

10 F. The value of the consideration received by the towtruck company was reasonably  
11 equivalent to the value of the asset transferred or the amount of the obligation incurred;

12 G. The towtruck company was insolvent or became insolvent shortly after the transfer was  
13 made or the obligation was incurred;

14 H. The transfer occurred shortly before or shortly after substantial permit fees or civil  
15 penalties were incurred; and

16 I. The towtruck company transferred the essential assets of the business to a lienor who  
17 transferred the assets to an insider of the towtruck company.

18 J. It shall be a violation of this Ordinance for a towtruck company to fraudulently transfer a  
19 towtruck company.

20

21 **Section 19. 22. Deceptive and Unfair Trade Practices.**

22 No person shall engage in any unfair method of competition, unconscionable acts or practices or

23 unfair or deceptive acts or practices in the conduct of towing services. A towtruck company

1 engages in an unfair method of competition or unfair or unconscionable acts or deceptive  
2 practices when in the course of his or her business, vocation or occupation, he or she knows or in  
3 the exercise of care should know, that he or she in the past engaged or is now engaging in any  
4 unfair method of competition or unconscionable acts or practices or unfair or deceptive acts or  
5 practices in the conduct of any towing services.

6

7 **Section 20. 23. Cease and Desist Order.**

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

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

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

23 C. The Board shall keep a full record of the hearing, which record shall be public and open

1 to inspection by any person, and upon request, the Board shall furnish such party a copy  
2 of the hearing record, at such cost as the Commission deems appropriate.

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

7 E. The Consumer Affairs Hearing Board/Hearing Officer shall hear the cases on the agenda.  
8 All testimony shall be under oath or by affirmation and shall be recorded. Each case  
9 before the Consumer Affairs Hearing Board/Hearing Officer shall be presented by the  
10 Division. The Consumer Affairs Hearing Board/Hearing Officer shall take testimony  
11 from County staff, if relevant, the alleged violator, and other relevant testimony. Formal  
12 rules of evidence shall not apply, but fundamental due process shall be observed and  
13 govern the proceedings. Upon determination of the chairperson, irrelevant, immaterial or  
14 unduly repetitious evidence may be excluded, but all other evidence of a type commonly  
15 relied upon by reasonably prudent persons in the conduct of their affairs shall be  
16 admissible, including hearsay evidence, whether or not such evidence would be  
17 admissible in a trial in the courts of Florida. Due regard shall be given to the competent,  
18 reliable and technical evidence which will aid the Consumer Affairs Hearing  
19 Board/Hearing Officer in making a fair determination of the matter, regardless of the  
20 existence of any common law or statutory rule which might otherwise make improper the  
21 admission of such evidence.

22 F. Any member of the Consumer Affairs Hearing Board/Hearing Officer or the attorney  
23 representing the Division may inquire of or question any witness before the Consumer

1           Affairs Hearing Board/Hearing Officer. The alleged violator, or his/her attorney, shall be  
2           permitted to inquire of any witness before the Consumer Affairs Hearing Board/Hearing  
3           Officer. The right to cross examine witnesses shall be preserved.

4    G.     At the conclusion of the hearing, the Consumer Affairs Hearing Board/Hearing Officer  
5           shall orally render its decision (order) based on evidence entered into the record. The  
6           decision shall be by motion approved by the affirmative vote of those members present  
7           and voting. The Consumer Affairs Hearing Board/Hearing Officer’s decision shall be  
8           transmitted to the towtruck company in the form of a written order including finding of  
9           facts, and conclusion of law consistent with the record. The order shall be transmitted by  
10          certified mail/hand delivery/posting to the towtruck company within ten (10) days after  
11          the hearing. The order may include a notice that it must be complied with by a specified  
12          date.

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

17  
18   **Section 21. 24. Assurance of Voluntary Compliance.**

19   A.     In the enforcement of this Ordinance, the Division may accept an assurance of voluntary  
20          compliance with respect to any method, act, or practice deemed to be violative of law  
21          from any person who has engaged, or was about to engage in, such method, act, or  
22          practice. Any such assurance shall be a formal written agreement between the Division  
23          and the towtruck company, approved as to form and legal sufficiency by the County

1 Attorney’s Office, and filed with the Clerk of the Circuit Court of the Fifteenth Judicial  
2 Circuit. Such assurances of voluntary compliance may be conditioned on a commitment  
3 to reimburse consumers or any other appropriate corrective action such as the payment  
4 by the towtruck company of the costs of the investigation by the Division. An assurance  
5 of voluntary compliance is not evidence of prior violation of this part, however, unless an  
6 assurance of voluntary compliance has been rescinded by agreement of the parties or  
7 voided by the Court for good cause, subsequent failure to comply with the terms of an  
8 assurance of voluntary compliance shall be deemed prima facie evidence of a violation of  
9 this Ordinance. No such assurance of voluntary compliance shall act as a limitation upon  
10 any action or remedy available to a person aggrieved by a violation of this Ordinance.

11 B. Every towtruck company desiring to negotiate an assurance of voluntary compliance  
12 shall be apprised of his or her right to have his or her case heard by the Consumer Affairs  
13 Hearing Board/Hearing Officer in the event he or she does not wish to enter into such  
14 assurance of voluntary compliance.

15  
16 **SECTION 22. 25. Enforcement and Penalties: Civil and Criminal.**

17 A. It shall be unlawful for any person to violate any of the provisions of this Ordinance. This  
18 Ordinance shall be enforced by personnel authorized by the Division, county code  
19 enforcement officials, the police agencies of the various municipalities in Palm Beach  
20 County and by the Palm Beach County Sheriff's Office. When specifically authorized by  
21 the Director, this Ordinance may be enforced by other Palm Beach County personnel.

22 B. Persons who provide services pursuant to this Ordinance shall not use physical force or  
23 violence or threats of physical force or violence in dealing with the individuals

1 responsible for administering this Ordinance or individuals who have had or are about to  
2 have their vehicles/vessels recovered, towed or removed or stored in connection  
3 therewith.

4 C. The County Court shall have jurisdiction over all violations of this Ordinance.

5 D. The Division shall maintain a system by which violators are given citations or written  
6 notice of all violations. The County Clerk shall accept designated fines and issue receipts  
7 therefore.

8 E. The Division is authorized to enforce the provisions of this Ordinance by administrative  
9 fines not to exceed five hundred dollars (\$500.00) for each violation. Any person who  
10 has violated any provision of this Ordinance shall be fined an amount as established by  
11 the Commission by Resolution. Each day of a continuing violation shall be deemed a  
12 separate violation.

13 F. Payment shall be made, either by mail or in person, to the Violations Bureau within the  
14 time specified upon the citation. If a person follows these procedures, he shall be deemed  
15 to have admitted to the infraction and to have waived his/her right to a hearing on the  
16 issue of the commission of the infraction.

17 G. All fines collected as a result of said citations (except those fines collected as a result of  
18 citations issued by municipal law enforcement officers, which shall be remitted by the  
19 Clerk of the Court directly to the municipality issuing the citation) shall be paid into the  
20 County Treasury and deposited into the designated fund for the Division. All mandatory  
21 costs as required by statute shall be assessed against every person convicted of a  
22 violation of this Ordinance.

23 H. Any person who fails to make payments within the time period specified on the citation

1 shall be deemed to have waived his/her right to pay the civil penalty as set forth in the  
2 citation and shall appear before the County Court.

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

7 J. If a person fails to pay the civil penalty or fails to appear in court to contest the citation,  
8 s/he shall be deemed to have waived his/her right to contest the citation and, in such case,  
9 a default judgment shall be entered and the judge shall impose a fine at that time an order  
10 to show cause may be issued. If the fine is paid, the case shall be dismissed. If the fine is  
11 not paid, judgment may be entered up to the maximum civil penalty of \$500.00 plus court  
12 costs.

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

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

21  
22  
23

1 **SECTION 23. 26. Administrative Enforcement, Denial, Revocation and**  
2 **Suspension of Operating Permits.**  
3

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

- 7 1. The towtruck company and/or driver has failed to comply with or has violated the  
8 provisions of this Ordinance;
- 9 2. The towtruck company has failed to comply with or has violated the provisions of  
10 Chapter 323 F.S., s. 713.78 and 715.07, F.S.;
- 11 3. The operating permit was obtained by an application in which any material fact  
12 was omitted or falsely stated;
- 13 4. Any towtruck or equipment owned or operated by the towtruck company and  
14 issued a decal pursuant to the Ordinance has been operating in violation of this  
15 Ordinance or any provision of law.
- 16 5. In addition, a towing operating permit issued pursuant to this Ordinance may be  
17 suspended or revoked when the Director receives written notification that  
18 towtruck company, towtruck operator's officer, director or partner pled nolo  
19 contendere, pled guilty or has been convicted of any crime designated as a felony  
20 (as referenced in Section 6.C.3.b. and c. of this Ordinance); any crime relating to  
21 motor vehicles; or any crime involving the sale or possession of controlled  
22 substances as defined by the Florida Rico Act, section 893.03, Florida Statutes,  
23 regardless of whether adjudication has been withheld. The only exception to this  
24 rule is where the civil rights of such individual has been restored.

1       6. ~~Two or more violations of this Ordinance which result in civil fines/penalties,~~  
2       ~~judgments or administrative orders entered by the Division and/or a conviction or~~  
3       ~~plea of guilty or nolo contendere may result in the revocation, suspension or~~  
4       ~~denial of the towtruck operating permit.~~

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

17       **7. Notwithstanding other suspension, revocation or denial procedures included**  
18       **in this Ordinance, four (4) or more violations of this Ordinance which**  
19       **resulted in civil fines/penalties, judgments or administrative orders entered**  
20       **by the Division and/or a conviction or plea of guilty or nolo contendere**  
21       **resulting from four separate incidents/complaints within a twelve (12) month**  
22       **period shall result in the revocation, suspension or denial of an operating**  
23       **permit for a period of six to 10 business days. The company is required to**

**pay an administrative reinstatement fee established by resolution of the Board of County Commissioners before any towing services can resume in Palm Beach County. Any company found operating during a period of suspension, revocation or denial shall have its operating period revoked for a period of one (1) year.**

8. Failed to comply with the terms of a cease and desist order, notice to correct a violation, written assurance of voluntary compliance, or any other lawful order of the Director, the Division, or the Consumer Affairs Hearing Board and/or Hearing Officer.

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

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

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

**B. Any company which has violated this Ordinance as provided for in this section, may have its operating permit suspended by action of the Division Director for a period not to exceed 30 days. In such cases the Director shall provide written notice to the company at least 10 days prior to the effective date of the suspension. Any company which decides to appeal the suspension by direction, must submit the written request for an appeal and applicable appeal fee to the Consumer Affairs Division within that 10 day period. The written appeal will then effect a “stay” on the suspension until the Consumer Affairs Hearing Board/Special Master makes a final determination as to the merits of the suspension. The appeal hearing shall be**

1 **conducted as provided for in Section 28. If the Hearing Board/Special Master**  
2 **affirms the action of the director, the suspension becomes effective the day following**  
3 **the decision of the Hearing Board/Special Master.**

4 **C. Any company which has had its operating permit suspended for a specific**  
5 **Ordinance deficiency but fails to correct that deficiency after 30 days shall have**  
6 **such operating permit revoked for a period of one (1) year from the date of the**  
7 **revocation notice. Such revocation may be appealed as provided for in Section 28.**

8  
9 **Section 24. 27. Additional Penalties.**

10 Failure to comply with the requirements of this Ordinance shall also constitute a violation of this  
11 Ordinance, and the Consumer Affairs Ordinance of Palm Beach County (No. 77-10, as  
12 amended). Violations of this Ordinance may be punishable, upon conviction, pursuant to Section  
13 125.69(1), Florida Statutes, by a fine not to exceed \$500.00 per violation or imprisonment not  
14 exceeding sixty (60) days, or both such fine or imprisonment, or may subject the violator to civil  
15 fines based on the issuance of a civil citation. Each day of continuing violation shall be  
16 considered a separate offense. In addition to the sanctions contained herein, the County shall  
17 take any other appropriate legal action, including but not limited to, cease and desist orders,  
18 other administrative action and requests for temporary and permanent injunctions to enforce the  
19 provisions of this Ordinance. It is the purpose of this Ordinance to provide additional  
20 cumulative remedies.

21  
22 **SECTION 25. 28. Hearings and Appeals.**  
23

24 Upon receipt of the notice of denial, revocation, or suspension of an operating permit, which

1 notice shall specify the grounds for the denial, suspension or revocation, the towtruck company  
2 shall be entitled to an appeal according to the following:

3 A. Administrative Appeal: Any towtruck company, which has had an operating permit,  
4 denied, revoked, or suspended by the Division, may appeal such decision to the  
5 Consumer Affairs Hearing Board/~~Hearing Officer~~ **Special Master** within twenty (20)  
6 days of receipt of the decision. A non-refundable filing fee must accompany the written  
7 request for appeal. The company or attorney shall file a written notice of appeal signed  
8 by the company or attorney requesting a hearing and setting forth a brief statement of the  
9 reasons thereof. The filing fee shall be established by resolution of the Commission. The  
10 appeal shall be reviewed at a hearing of the Consumer Affairs Hearing Board/Hearing  
11 Officer within sixty (60) days of receipt by the Division of the notice of appeal. The  
12 towtruck company may be represented by an attorney and shall be entitled to present a  
13 defense.

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

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

1 D. For purposes of appeal, the FDLE Criminal History/Records Reports and the State of  
2 Florida Department of Highway Safety and Motor Vehicles traffic/driving record report  
3 shall be deemed prima facie evidence and admitted into evidence before the Consumer  
4 Affairs Hearing Board/Hearing Officer.

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

17 F. The Consumer Affairs Hearing Board/Hearing Officer shall consider the case record as  
18 well as the statement offered by any interested party and shall consider the matter de  
19 novo and shall, upon the basis of the record before it, affirm, modify or reverse the  
20 decision of the Director.

21 G. If the Consumer Affairs Hearing Board/Hearing Officer affirms the decision of the  
22 Director to deny, suspend or revoke a towing operating permit, the suspension or  
23 revocation shall be effective from the date of the Consumer Affairs Hearing

1 Board's/Hearing Officer's order. A decision to affirm the action of the Director shall  
2 constitute final agency action for purposes of further appeal.

3 H. Suspension of the Operating Permit: If, at the conclusion of the hearing, the Consumer  
4 Affairs Hearing Board/Hearing Officer decides to suspend the operating permit, a time  
5 certain shall be set as the period of suspension. Prior to the end of such time certain,  
6 those violations for which the suspension was imposed shall be corrected; otherwise, the  
7 suspended permit(s) will be automatically revoked. A fee of fifty percent (50%) of the  
8 operating permit fee shall be collected to reinstate the suspended permit(s).

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

15 J. If the Consumer Affairs Hearing Board/Hearing Officer reverses the decision of the  
16 Director, it shall direct the Director to issue or restore the towtruck operating permit.

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

20 L. Effect of Appeal: The appeal of the decision of the Director to suspend or revoke a  
21 towing operating permit shall stay the effective date of the suspension or revocation.

22

23

1 **SECTION 26. 29. Scope of Ordinance.**

- 2 A. The provisions of this Ordinance and the relevant Florida Statutes shall be the exclusive  
3 regulations applicable to towing, recovery and removal of vehicles/vessels in Palm Beach  
4 County and all storage provided therewith. This Ordinance shall be applicable in both the  
5 unincorporated and incorporated areas, except that this Ordinance shall not apply in any  
6 municipality that has adopted and maintains in effect Ordinances or regulations  
7 governing the same matters.
- 8 B. This Ordinance shall not apply to the towing of a vehicle/vessel which occurs with the  
9 consent of the vehicle/vessel’s owner or operator.
- 10 C. Nothing in this Ordinance shall be construed to prohibit the discharge or storage of a  
11 vehicle or vessel lawfully recovered, towed or removed in another county and lawfully  
12 transported into Palm Beach County.

13

14 **SECTION 27. 30. Repeal of Laws in Conflict.**

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

17

18 **SECTION 28. 31. Savings Clause.**

19 Notwithstanding Section 28, Repeal of Laws in Conflict, all administrative and court orders,  
20 fines and pending enforcement issued pursuant to the authority and procedures established by  
21 Ordinance 2002-007 shall remain in full force and effect.

22

1 **SECTION 29. 32. Inclusion in the Code of Laws & Ordinances.**

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

6

7 **SECTION 30. 33. Severability.**

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

11 **SECTION 31. 34. Effective Date.**

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