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TOWING AND IMMOBILIZATION SERVICES ORDINANCE  
NO. 2022-____

AN ORDINANCE OF THE BOARD OF COUNTY  
COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA,  
AMENDING PALM BEACH COUNTY CODE CHAPTER 19,  
ORDINANCE VIII (ORDINANCE NO. 2011-008), PROVIDING  
FOR A TITLE; PROVIDING FOR DEFINITIONS; PROVIDING  
FOR TOW TRUCK CLASS SPECIFICATIONS; PROVIDING  
FOR OPERATING PERMIT REQUIRED; PROVIDING FOR  
NEW APPLICATIONS/RENEWALS AND ISSUANCE OF AN  
OPERATING PERMIT AND FEES; PROVIDING FOR  
INSPECTION OF STORAGE YARDS AND PUBLIC OFFICES  
REQUIRED; PROVIDING FOR INSURANCE  
REQUIREMENTS, PROVIDING FOR TOW TRUCK  
REGISTRATION, TOW TRUCK STANDARDS AND DECALS;  
PROVIDING FOR INSPECTION PROCEDURES AND  
REQUIREMENTS FOR TOW COMPANIES; PROVIDING FOR  
NON-CONSENT MANIFEST, TOWING INVOICE OR TOW  
SHEET; PROVIDING FOR ADVERTISEMENTS; PROVIDING  
FOR RECORDS REQUIRED; PROVIDING FOR OPERATING  
PERMIT REQUIRED TO DO BUSINESS WITH THE COUNTY;  
PROVIDING FOR NON-CONSENT TOWING WITH PRIOR  
EXPRESS INSTRUCTION; PROVIDING FOR NOTICE  
REQUIREMENTS FOR PROVIDING TOW SERVICES AT  
REQUEST OF REAL PROPERTY OWNERS; PROVIDING FOR  
NON-CONSENT TOW TRUCK COMPANY REQUIREMENTS;  
PROVIDING FOR CONSENT-ONLY TOW TRUCK COMPANY  
REQUIREMENTS; PROVIDING FOR MAXIMUM RATES ;  
PROVIDING FOR TOW TRUCK DRIVER REQUIREMENTS  
AND FAILURE TO COMPLY; PROVIDING FOR  
FRAUDULENT TRANSFER OF TOW TRUCK COMPANIES;  
PROVIDING FOR ADDITIONAL REQUIREMENTS FOR  
PROVIDING IMMOBILIZATION SERVICES; PROVIDING  
FOR DECEPTIVE AND UNFAIR TRADE PRACTICES;  
PROVIDING FOR CEASE AND DESIST ORDERS;  
PROVIDING FOR ASSURANCES OF VOLUNTARY  
COMPLIANCE; PROVIDING FOR ENFORCEMENT AND  
PENALTIES CIVIL AND CRIMINAL ; PROVIDING FOR  
ADMINISTRATIVE ENFORCEMENT, DENIAL,  
REVOCATION AND SUSPENSION OF OPERATING  
PERMITS/I.D. BADGES; PROVIDING FOR ADDITIONAL  
PENALTIES; PROVIDING FOR HEARINGS AND APPEALS;  
PROVIDING FOR SCOPE OF ORDINANCE; PROVIDING FOR  
REPEAL OF LAWS IN CONFLICT; PROVIDING FOR A  
SAVINGS CLAUSE; PROVIDING FOR INCLUSION IN THE  
CODE OF LAWS AND ORDINANCES; PROVIDING FOR  
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE  
DATE.

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

WHEREAS, such towing and immobilization 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 or immobilization service, often  
resulting in disagreements and complaints between vehicle/vessel owners and providers of towing  
or immobilization 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), and 166.043(c), Florida Statutes, empowers the Board
of County Commissioners to enact regulations pertaining to the towing and immobilization
industries, including the authority to regulate maximum rates when vehicles are towed or
immobilized; and

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

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

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

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

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

SECTION 1. Title.
This ordinance shall be known and cited as the Towing and Immobilization Services
Ordinance of Palm Beach County, Florida.

SECTION 2. Definitions.
For the purposes of this ordinance, the following definitions shall apply:

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

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

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

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

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

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

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

Compensation shall mean the exchange of goods or services for money, property, service or
anything else of value.
Consent tow shall mean the recovery, towing and storage of a vehicle or vessel with the authorization/consent of the vehicle/vessel owner or authorized driver.

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

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

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

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

Director shall mean the director of the Consumer Affairs Division.

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

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

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

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

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

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

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

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

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

Mechanical connection shall mean any type of physical connection between a vehicle or vessel to be towed and the tow truck/flatbed truck/car carrier and includes the use of devices for maneuvering unattended vehicles/vessels unable to be safely moved by conventional winching or towing equipment.
Non-consent tow shall mean the recovery, towing, removal and storage of a vehicle or vessel without authorization of the vehicle/vessel owner or authorized driver and shall include both "police directed tows" and "private property impounds" as defined herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revoke shall mean to annul and make void the operating permit of a tow truck or immobilization company, or the I.D. badge of a tow truck driver.
Storage shall mean to place and leave a towed vehicle or vessel at a location where the person providing the towing services exercises control, supervision and the responsibility over the vehicle.

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

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

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

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

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

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

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

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

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

(16) Using physical force, threat of physical force, or coercion in dealing with consumers;

(17) Any violation of the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes, Section 501.201 et seq.;

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

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

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

SECTION 3. Tow Truck Class Specifications.

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

(a) Class A ratings.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Class A Rating</th>
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<tbody>
<tr>
<td>Minimum gross weight</td>
<td>14,500 lbs.</td>
</tr>
<tr>
<td>Minimum boom capacity</td>
<td>16,000 lbs.</td>
</tr>
<tr>
<td>Minimum winching capacity</td>
<td>8,000 lbs.</td>
</tr>
<tr>
<td>Minimum cable size and length</td>
<td>3/8” × 100’</td>
</tr>
<tr>
<td>Minimum wheel lift retracted rating</td>
<td>5,000 lbs.</td>
</tr>
<tr>
<td>Minimum wheel lift extended rating</td>
<td>4,000 lbs.</td>
</tr>
<tr>
<td>Minimum tow sling safe lift</td>
<td>3,500 lbs.</td>
</tr>
<tr>
<td>Minimum safety chains (2 each)</td>
<td>5/16” grade 70</td>
</tr>
<tr>
<td>Minimum cab to axle dimension</td>
<td>60”</td>
</tr>
</tbody>
</table>

Car carrier:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Class A Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum gross weight</td>
<td>15,000 lbs.</td>
</tr>
<tr>
<td>Minimum deck capacity</td>
<td>10,000 lbs.</td>
</tr>
<tr>
<td>Minimum length</td>
<td>19’</td>
</tr>
<tr>
<td>Minimum winching capacity</td>
<td>8,000 lbs.</td>
</tr>
<tr>
<td>Minimum cable size and length</td>
<td>3/8” × 50’</td>
</tr>
<tr>
<td>Minimum tie down chains (4 each)</td>
<td>5/16” grade 80</td>
</tr>
<tr>
<td>Tie down straps (optional) (4 each)</td>
<td>2,000 lbs.</td>
</tr>
<tr>
<td>Minimum cab to axle dimension</td>
<td>120”</td>
</tr>
</tbody>
</table>

Light duty—Non-police towing:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Class A Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum gross weight</td>
<td>9,500 lbs.</td>
</tr>
<tr>
<td>Minimum weight of tow truck</td>
<td>4,000 lbs.</td>
</tr>
<tr>
<td>Minimum wheel lift extended rating</td>
<td>2,500 lbs.</td>
</tr>
<tr>
<td>Minimum cab to axle dimension</td>
<td>60”</td>
</tr>
</tbody>
</table>

(b) Class B Ratings (Medium Duty)

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Class B Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum gross weight</td>
<td>6,000 lbs.</td>
</tr>
<tr>
<td>Minimum boom capacity</td>
<td>8,000 lbs.</td>
</tr>
<tr>
<td>Minimum winching capacity</td>
<td>5,000 lbs.</td>
</tr>
<tr>
<td>Minimum cable size and length</td>
<td>3/8” × 50’</td>
</tr>
<tr>
<td>Minimum wheel lift retracted rating</td>
<td>2,500 lbs.</td>
</tr>
<tr>
<td>Minimum wheel lift extended rating</td>
<td>2,000 lbs.</td>
</tr>
<tr>
<td>Minimum tow sling safe lift</td>
<td>1,500 lbs.</td>
</tr>
<tr>
<td>Minimum safety chains (2 each)</td>
<td>5/16” grade 70</td>
</tr>
<tr>
<td>Minimum cab to axle dimension</td>
<td>60”</td>
</tr>
</tbody>
</table>

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

Car Carrier:

1. Minimum gross weight: 22,500 lbs.
2. Minimum deck capacity: 10,000 lbs.
3. Minimum wheel lift capacity for 2nd vehicle: 4,000 lbs.
4. Minimum length: 19'
5. Minimum winching capacity: 8,000 lbs.
6. Minimum cable size and length: 3/8" x 50'
7. Minimum tie down chains (4 each): 5/16" grade 80
8. Tie down straps (optional) (4 each): 2,000 lbs. each wheel
9. Minimum cab to axle dimension: 120"
10. Required state DOT registration.

(c) Class C Tow Truck—Ratings (Heavy Duty).

1. Minimum gross weight: 33,000 lbs.
2. Minimum boom capacity: 50,000 lbs.
3. Minimum winching capacity: 50,000 lbs.
4. Minimum cable size and length: 5/8" x 150'
5. Minimum wheel lift retracted rating: 40,000 lbs.
6. Minimum wheel lift extended rating: 12,000 lbs.
7. Minimum tow bar: 10,000 lbs.
8. Minimum safety chains (2 each): ½" grade 80
9. Minimum cab to axle dimension: 156"
10. Required state DOT registration.

(d) Class D Tow Truck—Ratings (Ultra Heavy Duty)

1. Minimum gross weight: 58,000 lbs.
2. Minimum boom capacity: 100,000 lbs.
3. Minimum winching capacity: 100,000 lbs.
4. Minimum cable size and length: ¾" x 250'
5. Minimum wheel lift retracted rating: 40,000 lbs.
6. Minimum wheel lift extended rating: 15,000 lbs.
7. Minimum heavy-duty tow bar rating: 10,000 lbs.
8. Minimum safety chains (2 each): ½" grade 80
9. Minimum cab to axle dimension: 18"
10. Required State DOT registration.
SECTION 4. Operating Permit Required.
(a) It shall be unlawful for any person to recover, tow, remove, store or immobilize a vehicle or vessel for compensation in Palm Beach County or to employ, authorize or permit any other person to recover, tow, remove, store or immobilize a vehicle or vessel in Palm Beach County without first obtaining and maintaining a current and valid operating permit pursuant to the provisions of this ordinance.
(b) Tow truck companies whose principal place of business is located outside Palm Beach County that provide consent-only towing services in Palm Beach County shall be exempt from the operating permit provisions of this ordinance, except that such tow truck companies are required to be permitted if the company picks-up and drops-off a vehicle or vessel solely within Palm Beach County as one (1) complete service.
(c) The provisions of this ordinance shall not apply to governmental agencies, vehicle rental companies which tow their own vehicles, to businesses while utilizing trucks capable of transporting five (5) or more vehicles at one (1) time, or to persons who use a vehicle or vessel to transport a recreational vehicle solely for personal, family, or household use. Towing of motorcycles, recreational vehicles and boats fall under this exception.
(d) No person shall submit a bid nor shall any contract be awarded to recover, tow, remove, store or immobilize vehicles or vessels for the Board, unless the bidder, proposer, or responder has a valid and current operating permit for towing or immobilization services as applicable, issued pursuant to this ordinance. Nothing herein shall prevent the County from contracting for more stringent requirements than set forth in this ordinance.

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

12. Such additional information required by the division to process the application.

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

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

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

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

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

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

2. Convictions. The applicant has been convicted of, found guilty of, or pled guilty or no
contendere to, regardless of the adjudication of guilt, within the last ten (10) years from
date of application of any of the following or substantially similar statutory offenses as
may be updated or amended involving: repossession of a motor vehicle under Florida
Statutes, Ch. 493, repair of a motor vehicle under Florida Statutes, §§ 559.901—559.9221,
theft of a motor vehicle under Florida Statutes, § 812.014, carjacking under Florida
Statutes, § 812.133, operation of a chop shop under Florida Statutes, § 812.16, failure to maintain records of motor vehicle parts and accessories under Florida Statutes, § 860.14, airbag theft or use of fake airbags under Florida Statutes, § 860.145 or § 860.146, overcharging for repairs and parts under Florida Statutes, § 860.15, or violation of the towing or storage requirements for a motor vehicle under Florida Statutes, § 321.051, Ch. 323, § 713.78, § 715.07, or any felony conviction involving a towed or immobilized vehicle or theft of property.

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

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

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

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

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

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

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

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

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

(l) Each operating permit shall be printed on a certificate containing, at a minimum, the name and address of the company, the name of the principal, the dates the operating permit is in effect, and the identifying number assigned by the division to the company. The operating permit certificate issued by the division shall remain the property of Palm Beach County and shall be used only under the authority of the division.

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

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

(o) An operating permit issued or renewed pursuant to the provisions of this section shall not be transferable, nor shall the ownership structure of the operating permit be so modified as to constitute a change in the control or ownership of the operating permit. If the business changes its name or ownership structure, a new business permit application and the business application permit fee shall be submitted to the division within forty-five (45) days of said change. In cases where the name of the business changes, the new business will be required to have each vehicle inspected and must also pay decal/vehicle fees. Any change in fictitious name has to be reported to the division within ten (10) business days. The fictitious name must be registered with the Florida Department of Corporations.

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

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

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

(a) Prior to the issuance of an operating permit, the division shall inspect each storage facility and public office area of a tow truck company to assure compliance with this Ordinance and the following:

(b) Non-consent towing storage facilities must meet the following requirements:

1. Adequate chain-link or solid-wall fencing that has a minimum height of six (6) feet with lockable and secure gates surrounding the storage facility. (section 713.78(7)(b)(1) Florida Statute.

2. At least ten (10) feet by twenty (20) feet of outdoor storage space for each standard vehicle/vessel (more for larger vehicles). The facility must be able to accommodate a minimum of ten (10) standard size vehicles. For towing companies unable to provide outdoor storage, an indoor facility must be provided with the same space for a minimum of ten (10) standard size vehicles and must use one (1) or more of the security methods defined herein. Tow truck companies which provide only indoor storage shall not exceed the maximum allowable outdoor storage rates established by the Board.

3. At least ten (10) feet by twenty (20) feet of indoor storage space for each standard vehicle/vessel. The indoor storage space must adequately protect the vehicle from natural (e.g., rain, hail, etc.) and man-made (e.g., paint, chemicals, etc.) elements, be isolated to prevent contact with unapproved personnel/public and be placed in such a manner to prevent damage by any other means. Indoor storage space shall be adequately vented to the outside to prevent accumulation of toxic fumes or gases that may pose a threat to human
1. health. The indoor facility must be able to accommodate a minimum of at least two
2. standard size vehicles.
3. 4. Illuminate the storage yard with lighting of sufficient intensity to reveal persons and
4. vehicles/vessels at a distance of at least one hundred fifty (150) feet during nighttime
5. (section 713.78(7)(b)2, Florida Statute).
6. 5. Each storage facility must use one (1) or more of the following security methods to
discourage theft of vehicles/vessels or of any personal property contained in such
7. vehicles/vessels:
8. a. A night dispatcher or watchman remaining on duty at the storage facility from sunset
9. to sunrise;
10. b. A guard dog (as licensed and approved by the Palm Beach County Animal Care and
11. Control Division) which remains at the storage facility from sunset to sunrise;
12. c. Security cameras or other similar electronic surveillance devices which monitor and
13. record activities in the storage facility during the hours the business is closed to the
14. public; or
15. d. A licensed security guard service which examines/patrols the storage facility at least
16. once each hour from sunset to sunrise (section 713.78(7)(b)3, Florida Statute).
17. 6. An appropriate public office area protected from the weather and equipped with the
18. approved sanitary facilities in accordance with the requirements of Chapter 64E-10, FAC.
19. (c) By resolution, the Board may establish a storage yard inspection fee.
21. (a) It shall be unlawful for any tow truck company to recover, tow, remove or store a
22. vehicle/vessel until that company has filed with the division proof of current commercial
23. insurance as follows: auto liability for each vehicle, general/garage liability, on-hook cargo
24. liability and worker's compensation (as required by state law). The Board shall establish the
25. minimum insurance limits by resolution for each insurance type. Further, the required
26. insurance coverages must remain in effect and current during the term of the operating permit.
27. Tow truck companies no longer providing tow services shall surrender and return the operator
28. permit by written notification to the division in order to terminate insurance responsibilities
29. under this ordinance.
30. (b) It shall be unlawful for any immobilization company to maintain a current operator permit or
31. to immobilize a vehicle until that company has filed with the division proof of current
32. commercial insurance. The Board shall establish the minimum insurance limits by resolution
33. for each insurance type. Further, the required insurance coverages must remain in effect and
34. current during the term of the operating permit. Immobilization companies no longer
35. providing immobilization services shall surrender and return the operator permit by letter
36. notification to the division in order to terminate insurance requirements under this ordinance.
37. (c) All insurance policies required shall be issued by insurance companies licensed and admitted
38. to write commercial liability insurance in the State of Florida. No policy shall be accepted
39. which is less than a six (6)-month duration. Each policy shall be endorsed to provide for thirty
40. (30) days written notice to the division of any non-renewal of the policy or at least ten (10)
41. days written notice to the division of any cancellation/non-payment of the policy.
42. (d) A properly completed certificate of insurance evidencing all insurance coverages shall be
43. made available to the division upon application for an operating permit. Each certificate of
44. insurance shall be submitted to the division directly from the insurer or an insurance agent.
45. Each vehicle must be listed on the certificate(s) by its year, make and vehicle identification
46. number. Certificates of insurance must contain the following name and address as certificate
47. holder:
48. Board of County Commissioners
49. of Palm Beach County
50. c/o Division of Consumer Affairs
51. 50 South Military Trail
52. West Palm Beach, FL 33415
53. Evidence of the renewal of the policy shall be filed with the division prior to such policy's
54. expiration date. Failure to file such evidence of insurance, or failure to have same in full force
The division may deny, suspend or revoke the operating permit of any company for failure to obtain or maintain insurance as required by this ordinance. Any company which submits false or fraudulent insurance documents shall be subject to immediate denial or revocation. Such companies shall not be eligible to reapply for a business permit for five (5) years. The division shall notify the state department of financial services/division of insurance fraud for follow-up investigation and review. Upon denial, suspension or revocation of the business permit, the company shall be entitled to an appeal according to the provisions in Section 28 (hearings and appeals).

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

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

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

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

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

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

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

   a) The tow truck clearly displays the company name on the exterior of the driver and passenger sides in permanently affixed letters in contrasting colors at least three (3) inches high.
   b) The physical address of the tow truck company’s primary business address must be permanently affixed to the tow truck;
   c) The telephone number and operating permit number must be permanently affixed to the tow truck in at least one (1) inch high letters in contrasting colors on the exterior driver and passenger sides; and
   d) Magnetic signage of any type is not allowed and will not satisfy the signage requirements set forth in this ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

   (g) Any additional tow trucks must comply with this section prior to being used for recovery, towing or removal of any vehicle/vessel. Upon compliance with this section, additional tow trucks acquired during the licensing year will receive a decal at a prorated fee. The prorated
fee shall be fifty (50) percent of the regular decal fee if there are six (6) months or less
remaining before the annual decal renewal period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Name of the tow truck company, name of tow truck operator physically providing the service and the tow driver’s I.D. badge number;

2. Palm Beach County Towing Permit Number (TP#) and decal number of the towing vehicle used to provide the service;

3. Name, address and telephone number of the person requesting the service, except as provided in Section 14 (non-consent towing with prior express instruction);

4. Prior express instruction (signed and dated) of the real property owner provided in the presence of the tow truck driver recovering, towing or removing the vehicle/vessel except as provided in subsection (a) above;

5. Date and time the tow truck arrived at the location where the service is to be performed;

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

7. Location at which the service originated;

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

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

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

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

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

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

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

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

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

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

SECTION 11. Advertisements.

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

SECTION 12. Records Required.

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

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

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

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

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

1. Police directed tow. Non-consent tow truck companies may recover, tow or remove a vehicle/vessel based upon the prior written instruction of a police officer.

2. Private/public property impound. Non-consent tow truck companies may recover, tow or remove a vehicle/vessel on a private/public property impound without the prior express instruction of the vehicle/vessel owner or authorized driver, upon the prior express instruction of the real property owner or his duly authorized agent on whose property the vehicle/vessel is disabled, abandoned or parked without authorization or whose vehicle/vessel owner or authorized agent is unwilling or unable to remove the vehicle/vessel, provided that the following requirements have been met:

   a. Except as otherwise provided herein, notice is provided as set forth in Section 15 of this ordinance.

   b. A business owner or lessee may authorize the removal of a vehicle/vessel by a tow truck company without prior consent of the vehicle/vessel owner/driver when the vehicle is parked on a public right-of-way that obstructs access to a private driveway. The property owner may have the vehicle removed by a tow truck company without a posted tow-away zone sign upon signing the order that the vehicle be removed.

   c. The additional requirements for non-consent towing set forth in Section 16 of this ordinance.

   d. The property owner or law enforcement officer has provided prior express instruction authorizing the tow in full compliance with this ordinance.

   e. The non-consent tow truck company recovering, towing or removing a vehicle/vessel shall, within thirty (30) minutes of completion of such towing or removal, notify the appropriate law enforcement agency in which jurisdiction the vehicle/vessel was parked of the nature of the service rendered, the name and address of the storage facility where the vehicle/vessel will be stored, the time the vehicle/vessel was secured to the towing vehicle, and the make, model, color and vehicle/vessel license plate number (if any) of the vehicle or description and registration number of the vessel. The non-consent tow truck company shall obtain the name of the person at the law enforcement agency to whom such information was reported and note that name on the trip record. It shall be a violation of this ordinance for a non-consent tow truck company to act as a duly authorized agent as defined in Section 2 on behalf of the real property owner. An example of such action shall include but not be limited to the use of written warnings or stickers for pre-tow notification.

3. Except as otherwise provided in this ordinance, every prior express instruction made in writing or in person shall indicate the date and time of the instruction and shall be signed by the law enforcement officer, or the real property owner/duly authorized agent in the physical presence of the tow truck company providing the service at the time the towing services are performed. The law enforcement officer or the real property owner/duly authorized agent shall also print his/her full name. Prior express instruction (signed/printed name and date) must be provided on the manifest, towing invoice or tow sheet in the presence of the driver. Pre-authorization or post-authorization for prior express instruction is a violation of this ordinance and shall result in the issuance of a citation and/or suspension or revocation of the operating permit. Being in the possession of a pre-signed, manifest, towing invoice, tow sheet or fax authorization form shall constitute prima facie evidence of pre-authorization and is a violation of this ordinance. Such violation shall result in the issuance of a citation and/or suspension or revocation of the operating permit.

4. Prior express instruction for non-consent tow. Prior express instruction whether faxed or emailed must include each of the following:

   a. The specific location of the vehicle/vessel (i.e., address, parking space, etc.);

   b. The color of the vehicle/vessel;

   c. The make and/or model of the vehicle/vessel (if visible);
d. The license tag number or the vehicle/vessel identification number (if available);

e. The real property owner's or authorized agent's signature and printed or typed full name
and title, except for email instructions;

f. The date and time that the instruction is signed must be included on the manifest towing
invoice or tow sheet; and

g. Except as otherwise provided in this ordinance, the law enforcement officer or the
property owner shall execute and complete the prior express instruction in the physical
presence of the tow driver at the time the towing service is performed.

5. Prior express instruction expires twelve (12) hours from the time of execution regardless
of whether the instruction is received by the tow truck company electronically, by email,
or at the scene of a tow.

6. Prior express instruction received via facsimile or email is not required to be signed in the
presence of the tow truck driver.

7. The tow truck company, in compliance with Section 12 (records required), shall maintain
copies of facsimile and emailed prior express instructions sufficient to document
compliance with this ordinance including the date and time stamp. Tow truck companies
utilizing expired prior express instruction without a date and time stamp are in violation of
this ordinance.

8. Emailed prior express instruction can be accepted only if each of the following specific
additional criteria are satisfied:

   a. Each prior express instruction must be an email delivered to the tow truck company’s
      primary email address and printable upon demand by law enforcement or division
      employee.

   b. The email must establish the date and time the email was received by the tow truck
      company.

   c. The email address(es) of the property owner or authorized agent must be on the
      contract.

9. Prior express instruction to tow, recover, or store a vehicle must be for a specifically
identified vehicle and cannot be given for a generic vehicle location, event, time or place.
Any tow driver found in the possession of a pre-signed manifest towing invoice, tow sheet,
facsimile, email or electronic authorization form that is not in conformity to this ordinance
shall constitute prima facie evidence of pre-authorization and is a violation of this
ordinance. Such violation shall result in the issuance of a citation and/or suspension or
revocation of the operating permit of the tow truck company and such other remedies as
authorized in this ordinance.

10. Except as otherwise provided in this ordinance, no such prior express instruction shall be
considered to have been given: 1) by the mere posting of signage as required by Sections
15 (notice requirements for providing non-consent tow services at request of real property
owners) and Section 18 (maximum non-consent towing and storage rates for non-consent
tow services); 2) by virtue of the terms of any contract or agreement between a tow truck
company and a real property owner; 3) when the prior express instruction occurs in advance
of the actual unauthorized parking of the vehicle/vessel; or 4) where the prior express
instruction is general in nature and unrelated to specific, individual and identifiable
vehicles/vessels which are already parked without authorization.

11. A tow truck company employee, operator, contractor or agent of a tow truck company
cannot be the duly authorized agent for the purposes of providing prior express instruction
to remove, tow, store, a vehicle/vessel.

12. The duly authorized agent shall have no affiliation with the tow truck company providing
the towing service. The property owner shall only appoint duly authorized agents having
a direct connection to the property (e.g., Board member, employee of the property
management company or home/condo owner’s association, employee of the property
owner or State of Florida licensed security agency contracted by the property owner or
manager). A violation of this provision is a violation of this ordinance.

(b) Other Requirements for Non-Consent Tows
1. The non-consent tow truck company recovering, towing or removing a vehicle/vessel shall, within thirty (30) minutes of completion of such towing or removal, notify the appropriate law enforcement agency in which jurisdiction the vehicle/vessel was parked of the nature of the service rendered, the name and address of the storage facility where the vehicle/vessel will be stored, the time the vehicle/vessel was secured to the towing vehicle, and the make, model, color and vehicle/vessel license plate number (if any) of the vehicle/vessel or description and registration number of the vessel. The non-consent tow truck company shall obtain the name of the person at the law enforcement agency to whom such information was reported and note that name on the trip record. It shall be a violation of this ordinance for a non-consent tow truck company to act as a duly authorized agent as defined in Section 2 on behalf of the real property owner. An example of such action shall include but not be limited to the use of written warnings or stickers for pre-tow notification.

2. The tow truck company in compliance with Section 12 (records required) shall maintain copies of facsimile and email instructions. Acting on an incomplete or expired electronic or facsimile instructions is a violation of this ordinance.

3. A non-consent tow truck company/driver shall not solicit, offer, pay or rebate money or other valuable consideration in order to obtain the privilege of rendering towing services. The only exception is governmental franchise fees.

4. Each non-consent tow truck company shall enter into a written contract with the property owner or duly authorized agent (as defined herein) of private property that authorizes the non-consent tow truck company to tow vehicles/vessels on or from its property. This written contract shall include the following:
   a. The beginning date of said contract.
   b. The names of all persons who are duly authorized agents to provide prior express instruction to remove, recover or tow any vehicle/vessel on or from its property.
   c. The name, address and current telephone number of the tow truck company performing the towing service.
   d. The name, address, email address and telephone number for any duly authorized agents acting on behalf of the real property owner that can provide express instruction. Email address is required for those utilizing email for prior express instruction. If prior express instruction is sent by email, the sender’s email address shown on the contract must match the authorization email. The contract may be amended by addendum to add or delete duly authorized agents for prior express instruction.
   e. The written contract for non-consent towing shall also include a clear understanding of liability for the real property owner as stated in Florida Statutes, § 715.07(4) and shall include the following wording, "When a person improperly causes a vehicle or vessel to be removed, such person shall be liable to the owner or lessee of the vehicle or vessel for the cost of removal, transportation, and storage; any damages resulting from the removal, transportation, or storage of the vehicle or vessel; attorney's fees; and court costs.”
   f. No such contract shall state that the non-consent tow truck company assumes the liability for improperly towed vehicles/vessel, contrary to section 715.07 (4) Florida Statutes . Any addendum to the contract shall include additional names and titles as necessary.
   g. The non-consent tow truck company must keep on file an original, dated and signed contract and addendum (if applicable) with the property owner or duly authorized agent and each contract shall include a Palm Beach County Tow Map locator available on the Division of Consumer Affairs website or Good Mileage map attached thereto to demonstrate compliance with section 715.07 (2) (a) 1, Florida Statute.
   h. Such contract shall be maintained for at least twelve (12) months after contract termination. The division and law enforcement officers may inspect and request a copy of any and all such contracts from the non-consent tow truck company during normal business hours. Contracts authorizing the non-consent tow truck company to tow vehicles from the property owner’s property to the storage yard in excess of the mileage restrictions of Florida Statutes violate this ordinance and all recovery, towing, and storage charges shall be returned to the vehicle owner/driver.
5. Real property owners or authorized representatives shall not request the recovery, tow or the removal of vehicles/vessels that are reasonably identifiable from markings or equipment as law enforcement, firefighting, rescue squad, ambulance, or other emergency vehicles/vessels which are marked as such.

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

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

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

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

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

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

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

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

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

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

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

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

   a. The real property on which a vehicle/vessel is parked is property appurtenant to and obviously part of a single-family type residence; or
b. Written notice is personally given to the vehicle/vessel owner or authorized driver/agent that the real property on which the vehicle/vessel is or will be parked is reserved or otherwise not available for unauthorized vehicles/vessels and is subject to being removed at the vehicle/vessel owner's expense.

c. Expect as otherwise provided in Section 14, when any real property owner instructs that a vehicle/vessel be recovered, towed, removed from his or her property and stored, the property owner or a designated representative shall sign the tow ticket authorizing the tow. Immediately upon request, and without demanding compensation, the real property owner shall inform the vehicle/vessel owner/driver or other authorized person in control of the vehicle/vessel of the name and address of the non-consent tow truck company that has recovered, towed or removed the vehicle/vessel.

d. If the vehicle/vessel owner or driver/agent arrives at the scene prior to the vehicle/vessel being removed or towed from the property, the vehicle/vessel shall be disconnected from the tow truck and the vehicle/vessel owner or driver/agent shall be allowed to remove the vehicle/vessel without interference upon the payment of a reasonable service fee of not more than one-half (½) of the posted rate for such towing service (drop charge), for which a receipt shall be given, unless that person refuses to remove the vehicle/vessel which is unlawfully parked. The bill/invoice must be presented to the vehicle/vessel owner/driver/agent prior to request for the payment. Non-consent tow truck companies are not authorized to apply a fee in cases where the owner/driver of the vehicle/vessel arrives on the scene prior to a complete mechanical hook-up (road-worthy) between the tow truck and the vehicle/vessel. In the event the owner/driver of the vehicle/vessel is occupying the vehicle/vessel and refuses to vacate same, in addition to the drop charge, the tow truck company is permitted to call law enforcement and charge extra time at the scene. The tow truck driver must obtain the name of the law enforcement agency, case number, and if possible, the name and badge number of the investigating law enforcement officer. The tow truck driver shall also prepare detailed documentation/explanation as to why "extra time at scene" charges were required. All documentation shall be provided to the vehicle/vessel owner/driver or representative upon demand. Such fee shall be approved by resolution of the Board.


(a) Non-consent tow truck companies shall not provide towing services pursuant to this ordinance when there is a person occupying the vehicle/vessel.

(b) Non-consent tow truck companies providing services pursuant to this ordinance shall transport a towed vehicle/vessel directly to the approved storage yard of the tow truck company providing the service, to a location expressly designated by a law enforcement officer authorizing the tow, or to a location expressly designated by the vehicle/vessel owner or authorized driver. When the vehicle owner or authorized driver expressly authorizes the vehicle/vessel to be towed to a location other than the tow truck company storage yard, the tow truck driver must:

1. Provide a "not to exceed" estimate in writing of all the rates and fees that will be assessed for the tow or negotiate a consent-only towing agreement; and

2. Disclose in writing the three methods of payment and come to a mutually agreed time as to how and when the tow truck company will be compensated.

(c) It is a violation of this ordinance for a non-consent tow truck company to keep or stage impounded vehicles/vessels in any temporary area or holding facility.

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

(e) Non-consent tow truck companies which provide services pursuant to this ordinance shall
advise any vehicle/vessel owner or authorized driver who calls by telephone prior to arriving
at the storage facility of the following:
1. Each and every document or other item which must be produced to retrieve the
vehicle/vessel;
2. The exact charges as of the time of the telephone call and the rate at which charges
accumulate after the call;
3. The acceptable methods of payment; and,
4. The hours and days the storage facility is open for regular business.

(f) Non-consent tow truck companies which provide services pursuant to this ordinance shall
allow every vehicle/vessel owner or authorized driver/agent to inspect the interior and exterior
of the towed vehicle upon his or her arrival at the storage facility before payment of any charges
(except for "after-hour gate or personal property retrieval fee"). With the exception of vehicles
being held pursuant to the specific request or "hold order" of a law enforcement agency, the
vehicle/vessel owner or authorized driver/agent shall be permitted to remove the vehicle
license tag and any and all personal property inside but not affixed to the vehicle/vessel. A
vehicle/vessel owner who shows a government issued photo identification shall be given
access to view ownership documents stored in the vehicle/vessel. The vehicle/vessel and/or
personal property shall be released to the vehicle/vessel owner if the ownership documents are
consistent (name and address) with the photo identification. When a vehicle/vessel owner's
government issued identification and ownership documents are stored inside the impounded
vehicle due to unforeseen circumstances, the tow truck company shall be required to recover
the ownership documents stored in the impounded vehicle (i.e., glove compartment, sun visors,
etc.) upon receipt of a vehicle/vessel key, vehicle access code, or electronic device from the
vehicle 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) Non-consent tow truck companies which provide services pursuant to this ordinance shall
accept payment for charges as specified in Section 10.

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

(h) Non-consent tow truck companies 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 tow
truck company providing services under this section is located within a ten-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.

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

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

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

(l) Non-consent tow truck companies which provide services pursuant to this ordinance shall
release vehicles/vessels towed or removed to the vehicle/vessel owner or authorized driver if
documentation is provided proving ownership or agent status. Proof of ownership documents
shall include a current government issued photo ID and one of the following documents:
1. Current vehicle registration or vehicle registration expired in the past ninety (90) days;
2. Vehicle title or property endorsed title transferring ownership pursuant to the requirements
   of Section 319.22, Florida Statute;
3. Notarized document from the vehicle/vessel owner or lien holder authorizing a designated
   agent to pick up the vehicle and accompanied by a photocopy of the owner’s driver’s
   license. The notarized document with driver’s license copy can be presented via facsimile
   or electronically (including by email), provided same can be printed and saved.
4. Insurance card with the vehicle/vessel owner’s information and vehicle description;
5. Licensed dealer in possession of an auction buyer’s sales invoice and/or;
6. A notarized bill of sale for non-titled vehicles or vessels;
7. Valid rental or lease agreement;
8. If the vehicle owner’s driver’s license has been confiscated by law enforcement and the
   owner has no other government issued photo identification, then the owner may present
   one (1) of the following forms of identification: an itemized voucher/property receipt from
   an arresting law enforcement agency, a booking or arrest record or original citation
   resulting from incident that prompted the tow from a law enforcement agency all issued
   within seven (7) days of the date the vehicle was towed.

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

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

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

(p) Any tow truck driver in the process of transporting a junked vehicle (as defined in section
319.30, Florida Statutes) to a licensed salvage motor vehicle dealer and who is employed by,
working for or operates a non-consent towing company, must have physical possession of a
derelict motor vehicle certificate, transferred title or certificate of destruction for such vehicle.
(q) It shall be a violation of this ordinance for any non-consent towing company to fail to respond
in writing within ten (10) business days to any written inquiry or request for information from
the division or any law enforcement agency. Each tow truck company shall fully cooperate
with providing records, facts and information as requested by the division and/or law
enforcement in order to investigate and determine compliance with Florida law and this
ordinance.

SECTION 17. Consent-Only Tow Truck Company Requirements.

(a) It shall be a violation of this ordinance for any tow truck company that has been issued a
consent-only towing operating permit to perform non-consent towing services, including
solicitation for tows at accident scenes.
(b) Consent-only tow truck companies providing services pursuant to this ordinance shall not do so when there is a person occupying the vehicle/vessel.

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

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

SECTION 18. Maximum Rates

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

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

2. Mileage (per towed mile) according to section 715.07 Florida Statutes.

3. Storage may be charged only after the vehicle/vessel has been in the storage facility for at least six (6) hours. If the vehicle/vessel was not recovered by the vehicle/vessel owner or authorized driver/agent after the six-hour time period has elapsed, then storage charges shall accrue in twenty-four (24) hour increments from the time the vehicle/vessel arrived in the storage facility and:
   a. The police agency has authorized the vehicle/vessel to be impounded; or
   b. The appropriate police agency has been notified by the tow truck company that the tow truck company is in possession of a vehicle/vessel as a result of a private property impound.

4. Indoor storage rates may only be charged upon the express instruction and written authorization of the owner/authorized driver/agent, lien holder, insurance company representative or investigating police agency. The only exceptions to this rule are:
   a. When the condition of the vehicle/vessel requires indoor storage due to inclement weather conditions or the vehicle's window(s) and/or convertible top is down and cannot be raised and indoor storage is necessary to protect the vehicle and its contents; or
   b. When a municipal or county jurisdiction require indoor storage for towed vehicles.

5. An administrative/lien flat fee shall not be applied unless the following requirements are satisfied:
   a. The vehicle/vessel has been in the storage facility for at least twenty-four (24) hours; and
   b. Ownership search is conducted; and
   c. The police agency has authorized the vehicle/vessel to be impounded; or
   d. The police agency has been notified by the tow truck company that the tow truck company is in possession of a vehicle/vessel as a result of a private property impound.

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

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

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

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

10. Hazardous material clean-up and disposal as required, mandated and/or licensed through federal, state or local laws and approved by the investigating law enforcement agency/officer.
11. After-hour gate fees may not be applied between the hours of 7:00 a.m. and 6:00 p.m.
Monday through Friday (excluding federal holidays). For all other times, after-hour gate fees may not be applied until one (1) hour after a vehicle has been impounded in the company's storage facility. Applicable after-hour gate fees may also be applied when an owner or authorized driver/agent wishes to recover property from an impounded vehicle/vessel.

12. Extra time at scene/labor charge may be applied when any extra time beyond one-half (½) hour, is needed to safely remove a vehicle or vessel and includes the amount of time spent at a scene when a tow truck has been summoned and is on scene but unable to proceed through no fault of the tow truck operator. All extra time/labor shall be documented by the tow truck driver and shall include the name of the law enforcement agency and the law enforcement agency case number or the officer's name and badge number. The documentation shall also include a detailed explanation of the services rendered which necessitated the charges and if possible photographs of the scene. Extra time shall be charged in fifteen (15) minute increments. Failure to document and provide all of the above required information will result in the extra time/labor charges being removed from the total cost of the service/invoice and is a violation of this ordinance.

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

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

(d) Upon request of law enforcement or the division, the tow truck company shall present proof of compliance with each of the documentary requirements set forth in Section 18. Failure to have on file supporting documentation and proof as required herein will result in a violation of this ordinance. Any charges or costs that cannot be documented as required herein shall be repaid or removed from the tow invoice. Documentation shall remain on file as required in Section 12.

(e) Tow truck companies which provide services pursuant to this section shall display on the same sign as the rate schedule required by this ordinance the following statement:
To The Vehicle/Vessel Owner
If you believe that you have been overcharged for the services rendered, you do not have to pay your bill to get your vehicle/vessel. Instead, you have the right to post a bond in the Circuit Court, payable to (name of Tow Truck Company), in the amount of the final bill for services rendered, and to file a complaint within ten (10) days of the time you have knowledge of the location of the vehicle/vessel. The Court will decide later who is correct. If you show (name of Tow Truck Company) a valid Clerk's certificate showing you have posted a bond, (name of Tow Truck Company) must release your vehicle/vessel to you immediately. This remedy is in addition to other legal remedies you may have pursuant to section 713.76 and section 713.78, Florida Statutes. If you have a complaint about the way services were provided, you may call the Palm Beach County Consumer Affairs Division, (561) 712-6600.

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

(g) Annual Rate and Fee Increases: Effective October 1, 2023 and each October 1 thereafter, police directed, private property impound, storage, and immobilization rates shall be adjusted by the annual percentage change in the Consumer Price Index (“CPI”) or three percent (3%), whichever is less. Each year’s rate shall be calculated based on the amounts from the previous year and rounded to the nearest whole dollar. The CPI utilized shall be the most recent CPI reported by the Bureau of Labor Statistics All Urban Consumers for the United States, as published in January. The adjusted rates shall be calculated by the Division of Consumer Affairs and shall be posted on its website.
SECTION 19. Tow Truck Driver Requirements; Failure to Comply.

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

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

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

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

4. Has not had more than three (3) separate incidents involving moving violations in any twelve(12)-month period in the previous three (3) years prior to the initial application or renewal of a tow driver’s I.D. badge in which the applicant pled guilty, was found guilty; or

5. Has not been classified as a habitual traffic offender (as defined by Florida Statutes) or as defined by the state where he/she previously resided within five (5) years of applying for a tow driver's I.D. badge and was not previously issued a tow driver's I.D. badge by the division;

6. Upon initial application or renewal, the driver must provide the original request form for his/her Florida Department of Law Enforcement (FDLE) criminal history/records report to the division, as well as payment for the amount required to secure the criminal history/records report. The division shall then be responsible for processing the request and payment to the FDLE. The division may conduct additional criminal history/records reports of other states/jurisdictions as deemed appropriate. The division shall require all applicants to submit to a Level I, criminal history records check. The division may approve a different means of securing the required criminal history/records should an alternative agency/system be discovered that provides more complete information than that provided by the FDLE;

7. Have no conviction or plea of guilty or nolo contendere, within the preceding five (5) years from the date of I.D. badge application for any offense related to driving a motor vehicle under the influence or while intoxicated;

8. Have no more than one (1) conviction or plea of guilty or nolo contendere, within the preceding ten (10) years from the date of I.D. badge application for any offense related to driving a motor vehicle under the influence or while intoxicated;

9. Have no more than two (2) traffic citations resulting from accidents in the three (3) years preceding the date of I.D. badge application wherein the driver has been found guilty;

10. Have no more than two (2) convictions of first degree misdemeanor traffic crimes including but not limited to the following: reckless driving, careless driving and racing in the three (3) years preceding the date of the I.D. badge application, wherein the driver has been found guilty;

11. Not found by the division to have a lack of reputability as provided herein. For the purposes of this ordinance, lack of reputability shall mean that the division cannot trust the applicant to safeguard the welfare and property of the public. Lack of reputability shall include, but not be limited to, the following:
a. Conviction of any Level 1 felony, as ranked by section 921, Florida Statute, that occurred less than five (5) years from the date of conviction or release from incarceration whichever is later.

b. Conviction of any felony, not considered a Level 1 felony, as ranked by section 921, Florida Statute that occurred less than ten (10) years from the date of I.D. badge application to conviction or release from incarceration, whichever is later.

c. Notwithstanding the provisions of subsections a. and b. above, conviction of any felony that is directly related to operating a non-consent or consent towing business or vehicle. For the purposes of this ordinance, any offense involving fraud, forgery, theft, perjury or false statement shall be considered to be directly related to the business of operating a towing vehicle.

d. Conviction of any first degree misdemeanor within (5) five years, that is directly related to a non consent or consent towing business or vehicle regardless of whether the applicant’s civil rights have been restored or remained intact. For the purposes of this ordinance, any offense involving fraud, forgery, theft, perjury or false statement shall be considered to be directly related to the business of operating a towing company.

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

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

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

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

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

14. Every application or renewal application for a tow driver's I.D. badge and application for amendment of a tow driver's I.D. badge, shall be in writing and signed by the applicant and shall be filed with the Palm Beach County Division of Consumer Affairs on a form provided by the division together with the nonrefundable tow driver's I.D. badge fees which shall not be subject to proration. Each tow driver's I.D. badge shall be valid for a two (2) year period from date of application approval. The division may deny or revoke a tow driver's I.D. badge if it is determined that the applicant has misrepresented, omitted, or concealed a fact on the application, renewal application or replacement application. If the tow driver's I.D. badge is revoked, the division shall not accept an application for said tow driver's I.D. badge for one (1) year from the date the badge is revoked. Any person renewing a tow driver's I.D. badge must file a renewal application, furnish the documentation requested by the division, and submit payment for the required nonrefundable renewal fee(s) not more than ninety (90) days before the expiration date of a tow driver's I.D. badge. Persons who fail to reapply for their tow driver's I.D. badge thirty (30) days prior to expiration, risk having a gap in their authorization to drive a tow truck. Persons who fail to submit their renewal application, required documentation and fees by the expiration date of the tow driver's I.D. badge must pay a nonrefundable late fee, over and above the tow driver's I.D. badge fee. Any applicant who fails to submit a renewal application within one (1) year of the expiration of a current badge will be considered a new applicant when reapplying and no grandfathered provisions will apply. Said fees shall be established by resolution of the Board;
15. Shall submit to photographing (full face exposure/without sunglasses or head coverings) prior to the issuance of the tow driver's I.D. badge by the division;

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

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

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

19. Not be enjoined by a court of competent jurisdiction from engaging in the towing business or was enjoined by a court of competent jurisdiction with respect to any of the requirements of this ordinance; and

20. Have no conviction or plea of guilty or nolo contendere in any military or foreign jurisdiction, federal, state, county or municipal jurisdiction within the United States for violations analogous or parallel to those violations enumerated in all sections herein:

   a. The driver of a tow truck shall conspicuously display on the driver's person through the use of a neck lanyard, or above the waist on the outermost garment, the tow driver's I.D. badge issued pursuant to this ordinance so that it is visible and available for inspection to the public, division personnel and all law enforcement officials while engaged and on duty for a tow truck company.

   b. Each tow driver's I.D. badge shall be developed by the division. Each driver's I.D. badge shall, at a minimum, contain the name of the driver, date of expiration, photo of the driver, and such additional terms, conditions, provisions and limitations as were imposed during the approval process. Each company for which a driver will be driving must submit an affidavit (on a form prepared by the division) or documentation from the insurance company (fax acceptable) that the driver is eligible to be insured under the company's insurance policy.

   c. The division may issue a replacement tow driver's I.D. badge to any driver upon payment of a nonrefundable replacement fee, presentation of proof or a sworn affidavit that the driver's I.D. badge has been lost, stolen or for any other valid reason, and any other documentation or requirement requested by the division. The replacement fee shall be established by resolution of the Board.

   d. It shall be unlawful for any person to drive a tow truck unless such person has a valid tow driver's I.D. badge issued pursuant to this section.

   e. It shall be unlawful for any person to drive a tow truck for any tow truck company which has not been granted an operating permit pursuant to Section 4 (operating permit required).

   f. It shall be unlawful for any applicant for a tow driver's I.D. badge to misrepresent, omit or conceal a fact on the application, renewal application or replacement application. Upon submission of the application, the division shall provide the driver with a receipt. No applicant shall be permitted to drive a tow truck in Palm Beach County until the division has issued to him/her a tow driver's I.D. badge. The division shall provide the tow driver's I.D. badge within ten (10) business days following the submittal of the application and all required documents. In the event the official criminal background records furnished to the division are insufficient and additional information is necessary, the division shall be permitted an additional twenty (20) business days to issue the driver's I.D. badge.

   g. Tow truck drivers must be hygienically clean, well-groomed and neat. Drivers are not permitted to wear open toed shoes and must comply with all state and federal (e.g., O.S.H.A.) safety regulations. Non-consent tow truck drivers are not permitted to wear uniforms purporting to be from a different company or business than the one they actually work or drive for. Failure to abide by these requirements is a violation of this ordinance.

   h. Tow truck drivers shall not use abusive language to consumers or division personnel.

   i. Tow truck drivers must be able speak and understand English to the extent they can take instruction from law enforcement officers and consumers and complete manifests or invoices.
j. Drivers shall cooperate fully at all times with the division in the furnishing of information required in connection with requests for proof of driver's license, vehicle insurance and/or tow driver's I.D. badge, during the process of applying to renew a tow driver's I.D. badge, and during investigations of consumer complaints. Further, drivers shall not obstruct, hamper or interfere with an investigation of violations of this ordinance conducted by division personnel, any law enforcement officer or employee of any other agency enforcing this ordinance.

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

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

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

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


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

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

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

(d) Immobilization operators must be able to speak and understand English to the extent they can take instruction from law enforcement officers and consumers and complete invoices.
(e) It is unlawful for an immobilization company to immobilize a vehicle/vessel parked on private property without permission or authority of the vehicle/vessel owner/driver of that vehicle, unless each of the following requirements are satisfied:

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

2. A light reflective sign (minimum dimensions of at least 18” high X 24”) is prominently posted on the property as follows:
   a. Each driveway access/entrance or curb cut allowing vehicular access to the real property.
   b. Within ten (10) feet from the public roadway.
   c. If there are no curbs or access barriers, signs shall be posted not less than one (1) sign each twenty-five (25) feet of lot frontage.
   d. Each sign shall be permanently installed not less than three (3) feet and not more than six (6) feet above ground level. When authorized “Immobilization Zone” signs may be mounted on the same pole as the “Tow Away” signs.
      Signs shall be continuously maintained on the real property for not less than twenty-four (24) hours prior to the immobilization of any vehicle(s).
   e. The light reflective sign and the text shall clearly display, on a contrasting background, the following information:
      1. In letters at least one (1) inch high the words: “Unauthorized vehicles will be immobilized and/or towed away at the owners expense”;
      2. In not less than two and one-half (2.5) inches high the words: “IMMOBILIZATION ZONE”;
      3. In letters at least one (1) inch high the days of the week and hours of the day during which vehicles will be immobilized;
      4. In letters at least one (1) inch high the name of the company performing the immobilization service; and,
      5. In letters at least two (2) inches high the telephone number to call and the on-site location (if applicable) where a person can go to request the release of the immobilization device on the vehicle.

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

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

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

(i) No immobilization shall occur if the vehicle/vessel is a police or law enforcement vehicle, a fire fighting vehicle, an emergency medical services vehicle or ambulance, or any other vehicle/vessel owned by a government entity. If a vehicle/vessel is immobilized by error but is ineligible for immobilization under this paragraph, the immobilization company will immediately release the vehicle/vessel without requiring payment for same upon demand of vehicle owner/driver.
(j) Immobilization shall be accomplished by installing a mechanical device to a parked vehicle/vessel so as to prevent its usual manner of operation.

(k) Immediately after a vehicle/vessel is immobilized, the person immobilizing such vehicle/vessel shall affix a warning notice to the driver’s side window of the vehicle (if the window is down, the warning notice shall be placed on the front windshield in front of the driver location), that is adhered to the window by an adhesive backing or at least two (2) inch wide commercial clear adhesive tape indicating in font not smaller than fourteen (14) point that the vehicle is immobilized and that any attempt to move it will cause damage. Additionally, the notice shall provide the immobilization company name, a local telephone number to contact for release of the immobilization device, the fee for its removal including the accepted methods of payment (cash, money order, traveler’s check, Visa or MasterCard) immobilized vehicle make and tag number or vehicle identification number (VIN) and the location, date and time immobilization occurred. The warning notice must be printed on card stock or weather resistant vinyl with a minimum font size of 40pt with the words “WARNING” centered at the top of the notice. The notice shall not be less in size than eight and one-half by five and one-half inches (8½” x 5½”). The warning notice sign shall be submitted with the operating permit application and approved by the County.

(l) An immobilization company or immobilization operator may not charge more than the maximum allowable rates established by Board Resolution.

(m) The rebate or repayment of money or any other valuable consideration directly or indirectly from the individual or firm immobilizing vehicles to the owners or operators of the premises from which the vehicles are immobilized, for the privilege of immobilizing those vehicles, is prohibited and is a violation of this ordinance.

(n) No release or waiver of any kind purporting to limit or avoid liability for damages to a vehicle/vessel that has been immobilized shall be valid. In addition, any person who immobilized a vehicle/vessel, or other person authorized to accept payment of any charges for such immobilizing, shall provide a signed receipt to the individual paying the immobilizing charges at the time such charges are paid. Such receipt shall state the name, business address, and business telephone number of the person who has immobilized such vehicle/vessel and such receipt shall include the following statement (in at least 12 point font):

IF YOU HAVE QUESTIONS OR COMPLAINTS ABOUT THE IMMOBILIZATION OF YOUR VEHICLE THAT ARE UNABLE TO BE RESOLVED BY THE COMPANY MANAGEMENT, CONTACT THE PALM BEACH COUNTY CONSUMER AFFAIRS DIVISION, WEST PALM BEACH, FLORIDA. BY INTERNET: www.pbcgov.com/consumer or by TELEPHONE: (561) 712-6600.

(o) Any immobilization company which immobilized a vehicle/vessel shall respond to the location of the immobilized vehicle within one (1) hour after being contacted by the vehicle/vessel owner and remove the immobilization device within thirty (30) minutes after the removal fee has been paid. The vehicle owner/driver, or other person appearing in person with the vehicle/vessel owner/driver, shall be permitted to pay the appropriate charge for immobilizing at the location where such vehicle/vessel was immobilized.

(p) COMPANIES PERFORMING IMMOBILIZATIONS IN PALM BEACH COUNTY ARE REQUIRED TO ACCEPT EACH OF THE FOLLOWING FORMS OF PAYMENT: CASH, MONEY ORDER OR VALID TRAVELER’S CHECK; AND VALID BANK DEBIT/CREDIT CARD WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, MASTERCARD AND VISA CARD THAT IS IN THE NAME OF THE VEHICLE/VESSEL OWNER OR AUTHORIZED DRIVER, OR IN THE NAME OF A PERSON APPEARING IN PERSON AND WITH THE VEHICLE/VESSEL OWNER OR AUTHORIZED DRIVER. A CREDIT CARD CONVENIENCE FEE MAY BE ADDED TO THE TRANSACTION AMOUNT TO COVER CREDIT CARD FEES AS ESTABLISHED BY BOARD RESOLUTION.

(q) Each immobilization company must enter into a written contract with every property owner that authorizes the company to immobilize vehicles/vessels on the property. The contract shall state which parking violations are authorized for immobilization. Each contract must be kept
on file for a period of three (3) years following termination of the contract. The division, law
enforcement officers and the vehicle/vessel owner/driver of the immobilized vehicle may
request a copy of the contract by telephone or email to the immobilization company or to be
delivered either: 1) by hand delivery, email or facsimile to the requesting party, within 48
business hours of request.

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

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

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

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

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

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

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

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

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

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

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

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

2. The date and time of immobilization;

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

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

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

6. The amount and method of payment for release of the immobilization device;
7. The name of the person removing the immobilization device; and

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

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

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

SECTION 22. Deceptive and Unfair Trade Practices.

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

SECTION 23. Cease and Desist Order.

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

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

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

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

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

(e) The consumer affairs hearing board/special magistrate shall hear the cases on the agenda. All testimony shall be under oath or by affirmation and shall be recorded. Each case before the consumer affairs hearing board/special magistrate shall be presented by the division. The consumer affairs hearing board/special magistrate shall take testimony from county staff, if relevant, the alleged violator, and other relevant testimony. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern the proceedings. Upon determination of the consumer affairs hearing board/special magistrate, irrelevant, immaterial or unduly repetitious evidence may be excluded, but all other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, including hearsay evidence, whether or not such evidence would be admissible in a trial in the courts of Florida. Due regard shall be given to the competent, reliable and technical evidence which will aid the consumer affairs hearing board/special magistrate in making a fair determination of the matter, regardless of the existence of any common law or statutory rule which might otherwise make improper the admission of such evidence.
(f) Any member of the consumer affairs hearing board/special magistrate or the attorney representing the division may inquire of or question any witness before the consumer affairs hearing board/special magistrate. The alleged violator, or his/her attorney, shall be permitted to inquire of any witness before the consumer affairs hearing board/special magistrate. The right to cross examine witnesses shall be preserved.

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

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


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

(b) Every tow truck or immobilization company seeking to negotiate an assurance of voluntary compliance with the division shall be apprised of the right to have the case heard by the consumer affairs hearing board/special magistrate in lieu of entering into an assurance of voluntary compliance agreement. Such procedures shall be in accordance with the hearing procedures provided in Section 28.

SECTION 25. Enforcement and Penalties: Civil and Criminal.

(a) It shall be unlawful for any person to violate any of the provisions of this ordinance, including failure to pay any fees for services of the division as set forth in this ordinance. This ordinance shall be enforced by personnel authorized by the division, county code enforcement officials, the police agencies of the various municipalities in Palm Beach County and by the Palm Beach County Sheriff's Office. When specifically authorized by the director, this ordinance may be enforced by other Palm Beach County personnel.

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

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

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

(e) Payment shall be made, either by mail or in person, to the violations bureau within the time specified upon the citation. If a person follows these procedures and makes payment, he shall be deemed to have admitted to the infraction and to have waived his/her right to a hearing on the issue of the commission of the infraction.
(f) All fines collected as a result of said citations (except those fines collected as a result of citations issued by municipal law enforcement officers, which shall be remitted by the clerk of the court directly to the municipality issuing the citation) shall be paid into the county treasury and deposited into the designated fund for the division. All mandatory costs as required by statute shall be assessed against every person convicted of a violation of this ordinance.

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

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

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

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

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

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

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

1. The tow truck or immobilization company and/or driver/operator has failed to comply with or has violated the provisions of this ordinance.

2. The tow truck company has failed to comply with or has violated the provisions of Florida Statutes, Ch. 323, § 713.78 and § 715.07.

3. The operating permit or I.D. badge was obtained by an application in which any material fact was omitted or falsely stated.

4. Any tow truck or equipment owned or operated by the tow truck company and issued a decal pursuant to the ordinance has been operating in violation of this ordinance or any provision of law.

5. An operating permit issued pursuant to this ordinance may be suspended or revoked when the director receives written notification that the immobilization company, or tow truck company, or their officer, director or partner pled nolo contendere, pled guilty or has been convicted of any crime designated as a felony (as referenced in Section 5(g) (new applications/renewals and issuance of towing operating permit; fees) or any crime relating to motor vehicles.

6. Failed to comply with the terms of a cease and desist order, notice to correct a violation, written assurance of voluntary compliance, or any other lawful order of the director, the division, or the consumer affairs hearing board and/or special magistrate.

7. Failed to obtain or maintain insurance as required by this ordinance.

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

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

(b) Suspensions.
1. Any towing or immobilization company which has violated this ordinance as provided for in this section may have its operating permit suspended by action of the division director for a period not to exceed thirty (30) days. In such cases the director shall provide written notice to the company at least ten (10) days prior to the effective date of the suspension.

2. Notwithstanding other suspension, revocation or denial procedures included in this ordinance, where the action taken is based solely upon three (3) or more violations of this ordinance which resulted in civil fines/penalties, judgments or administrative orders entered by the division and/or a conviction or plea of guilty or nolo contendere resulting from three (3) separate incidents/complaints within a twelve (12)-month period shall result in the suspension of an operating permit for a period of four (4) business days. The company is required to pay an administrative reactivation fee established by resolution of the Board before any towing or immobilization services can resume in Palm Beach County. Any company found operating during a period of suspension, revocation or denial shall have its operating permit or I.D. badge revoked for a period of one (1) year. This penalty shall be in addition to any other penalties, fines or enforcement action that may be assessed or brought by the division.

3. Notwithstanding other suspension, revocation or denial procedures included in this ordinance, where the action taken is based solely upon four (4) or more violations of this ordinance which resulted in civil fines/penalties, judgments or administrative orders entered by the division and/or a conviction or plea of guilty or nolo contendere resulting from four (4) separate incidents/complaints within a twelve (12)-month period shall result in the suspension of an operating permit for a period of eight (8) business days. The company is required to pay an administrative reactivation fee established by resolution of the Board before any towing services can resume in Palm Beach County. Any company found operating during a period of suspension, revocation or denial shall have its operating period revoked for a period of one (1) year.

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

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

SECTION 27. Additional Penalties.

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

SECTION 28. Hearings and Appeals.

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

(a) Administrative appeal. Any tow truck or immobilization company or tow driver/operator, which has had an operating permit/badge, denied, revoked, or suspended by the division, may appeal such decision to the consumer affairs hearing board/special magistrate within ten (10) business days of the order or denial being received, by submitting a written request to the division. The appeal must set forth specific grounds including the facts that are alleged to support the appeal and applicable references to this ordinance. A nonrefundable filing fee must
accompany the written request for appeal. The tow truck or immobilization company or tow driver may be represented by an attorney and shall be entitled to present a defense. The company or its attorney shall file a written notice of appeal signed by the company or its attorney requesting a hearing and setting forth a brief statement of the reasons thereof. The filing fee shall be established by resolution of the Board. The appeal shall be reviewed at a hearing of the consumer affairs hearing board/special magistrate within sixty (60) days of receipt by the division of the notice of appeal.

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

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

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

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

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

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

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

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

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

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

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

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

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

(o) At the conclusion of the hearing, the consumer affairs hearing board/special magistrate shall orally render its decision (order) based on the testimony and evidence entered into the record.

The decision shall be by motion approved by the affirmative vote of a majority of those members present and voting. The Consumer affairs hearing board’s decision shall be transmitted to the company in the form of a written order including findings of facts and conclusions of law consistent with the record. The order shall be transmitted by certified mail/hand delivery/posting to the company or tow driver within ten (10) days after the hearing.

The order may include a notice that it must be complied with by a specified date.

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

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

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

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

SECTION 29. Scope of Ordinance.

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

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

SECTION 30. Repeal of Laws in Conflict.

All local laws and ordinances in conflict with any provisions of this Ordinance are hereby repealed to the extent of such conflict as it relates to the enforcement of this Ordinance only.
SECTION 31. Savings Clause
Notwithstanding Section 30, Repeal of Laws in Conflict, all administrative and court
orders, fines and pending enforcement issued pursuant to the authority and procedures
established by Ordinance 2011-008 shall remain in full force and effect.

SECTION 32. Inclusion in the Code of Laws & Ordinances.
The provisions of this Ordinance shall become and be made a part of the Code of Laws and
Ordinances of Palm Beach County, Florida. The sections of this Ordinance may be renumbered
or relettered to accomplish such, and the words "ordinance," "article," "section," "subsection," or
"paragraph" may be changed to any other appropriate word to accomplish codification.

SECTION 33. Severeability.
If any provision, article, section, paragraph, sentence, clause, phrase, or word of this
Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional,
inoperative or void, such holding shall not affect the remainder of this Ordinance.

SECTION 34. Effective Date.
The provisions of this Ordinance shall be effective immediately upon filing with the
Secretary of State.

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

JOSEPH ABRUZZO, CLERK

Palm Beach County, Florida, by its
Board of County Commissioners

By: ________________________________
Deputy Clerk

By: ________________________________
Robert S. Weinroth, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: ________________________________
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: ________________________________
Director, Public Safety Department

EFFECTIVE DATE: Filed with the Department of State on the 25th day of
August, 2022.
August 29, 2022

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

Attn: Tracey Powell

Dear Honorable Joseph Abruzzo:

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

Sincerely,

Any Owens
Program Administrator

ACO/wlh