

CITY OF MARGATE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF MARGATE, FLORIDA, AMENDING CHAPTER 33-POLICE AND LAW ENFORCEMENT; OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE VI - TRAFFIC CONTROL, SECTION 33-69.50 REGULATING TOWING OF VEHICLES FROM PRIVATE PROPERTY; PROVIDING FOR DEFINITIONS; PROVIDING FOR ADOPTION OF TOWING COMPANY LICENSING AND REGULATING ORDINANCE OF BROWARD COUNTY; PROVIDING FOR UPDATED RATES; PROVIDING FOR RETRIEVAL OF VEHICLES; PROVIDING FOR DECEPTIVE AND UNFAIR TRADE PRACTICES; PROVIDING FOR ADDITIONAL NONCONSENT TOWING REQUIREMENTS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: The Code of Ordinances of the City of Margate, Florida, Chapter 33 - Police and Law Enforcement; Offenses and Miscellaneous Provisions, Article VI - Traffic Control, Section 33-69.50 Regulating towing of vehicles from private property, is hereby amended as follows¹:

Sec. 33-69.50 Regulating towing of vehicles from private property

(a) This section shall operate and govern the towing or removal of all vehicles from private property within the municipal limits of the City of Margate without the consent of the registered owner or without the consent of any other legally

1 authorized person in control of a vehicle as contemplated in
2 F.S. § 715.07.

3 This section shall not govern any towing or removal authorized
4 by the City of Margate or any other law enforcement agency.

5 (b) **Definitions.**

6 For the purposes of this Section, the following definitions
7 shall apply:

8 Employee shall mean any natural person who is compensated
9 financially and issued an annual federal tax statement of
10 earnings (W-2 Form).

11 Non-consent towing means the recovery, towing, removal or
12 storage of a vehicle from private property and without the
13 authorization of the vehicle owner.

14 Property owner means that person who exercises dominion and
15 control over the real property, including but not limited to the
16 legal title holder, lessee, resident manager, property manager,
17 or other agent who has legal authority to bind the owner.

18 Storage site means any lot, parcel or place where a vehicle is
19 stored or kept for compensation.

20 Tow means to haul, carry, pull along or otherwise transport or
21 remove a motor vehicle from real property without the consent of

1 the vehicle's owner or other legally authorized person in control
2 of the vehicle.

3 Tow truck means any truck or other vehicle which is used to
4 carry, tow or otherwise transport another vehicle and which is
5 equipped for that purpose with a boom, winch, car carrier, or
6 similar equipment.

7 Tow truck operator means any person or business owning,
8 operating, driving or controlling a tow truck.

9 ~~As used in this section, the term "vehicle"~~ Vehicle means any
10 mobile item which normally uses wheels, whether motorized or not.

11 (c) The owner or lessor of private real property within the City
12 of Margate, or any person authorized by the owner or lessor,
13 which person may be the designated representative of a
14 condominium association if the real property is a condominium,
15 may cause any vehicle parked on such property without his
16 permission to be removed by a firm or person regularly engaged
17 in the business of towing vehicles, without liability for the
18 costs of removal, transportation, or storage or damages caused
19 by reasonable removal, transportation, or storage subject to
20 strict compliance with the following conditions and
21 restrictions:

22 (1) Conditions and Restrictions provided for by F.S. §
23 715.07 and Article XII, Sections 20-242 through 20-250

1 of the Broward County Code entitled Towing Company
2 Licensing and Regulating Ordinance of Broward County as
3 amended or renumbered, as amended or renumbered, which
4 are hereby adopted and made a part of the code of the
5 City of Margate. However, this section shall supersede
6 and prevail over the above referred to state statute and
7 county ordinance where same conflict when the towing of
8 a vehicle emanates from private property within the
9 municipal limits of the city.

10 (2) Maximum and allowable rates for nonconsent towing and
11 immobilization shall be as follows:

12 a. Class A vehicle towed (as defined by the Florida
13 Department of Highway Safety and Motor Vehicles:

- 14 1. Towing fee: ~~\$126.72~~131.70
15 2. Storage fee, per twenty-four (24) hours: ~~\$265.35~~
16 3. Administrative fee: ~~\$31.68~~32.92
17 4. Research fee: Actual costs incurred in obtaining
18 vehicle ownership information and providing notice may
19 be charged to the person retrieving the vehicle.

20 b. Class B vehicle towed (as defined by the Florida
21 Department of Highway Safety and Motor Vehicles:

- 22 1. Towing fee: ~~\$184.79~~192.05

23 If flatbed is used ~~\$205.92~~214.01

- 1 2. Storage fee, per twenty-four (24)
2 hours: ~~\$45.41~~47.19
- 3 3. Administrative fee: ~~\$31.68~~32.92
- 4 4. Research fee: Actual costs incurred in obtaining
5 vehicle ownership information and providing notice may
6 be charged to the person retrieving the vehicle.
- 7 5. Labor fee, per hour (starting when the person arrives
8 at the scene of the vehicle and ending when such person
9 leaves the scene), per person ~~\$184.79~~192.05
- 10 c. Class C vehicle towed (as defined by the Florida
11 Department of Highway Safety and Motor Vehicles:
- 12 1. Towing fee: ~~\$316.79~~329.23
- 13 If flatbed is used: ~~\$340.02~~353.37
- 14 2. Storage fee, per twenty-four (24)
15 hours: ~~\$52.80~~54.87
- 16 3. Administrative fee: ~~\$31.68~~32.92
- 17 4. Research fee: Actual costs incurred in obtaining
18 vehicle ownership information and providing notice may
19 be charged to the person retrieving the vehicle.
- 20 5. Labor fee, per hour (starting when the person arrives
21 at the scene of the vehicle and ending when such person
22 leaves the scene), per person ~~\$316.79~~329.23

1 d. Class D vehicle towed (defined as any vehicle with
2 a gross vehicle weight which exceeds a Class C
3 vehicle):

4 1. Towing fee: ~~\$422.40~~438.99

5 If flatbed or lowboy is used: ~~\$340.02~~353.37

6 2. Storage fee, per twenty-four (24)
7 hours: ~~\$52.80~~54.87

8 3. Administrative fee: ~~\$31.68~~32.92

9 4. Research fee: Actual costs incurred in obtaining
10 vehicle ownership information and providing notice may
11 be charged to the person retrieving the vehicle.

12 5. Labor fee, per ¼ hour (starting when the person arrives
13 at the scene of the vehicle and ending when such person
14 leaves the scene), per person ~~\$105.59~~109.74

15 e. Immobilization, per vehicle: ~~\$68.64~~71.34

16 f. Road service:

17 1. Class A: ~~\$42.24~~43.90

18 2. Class B: ~~\$59.13~~61.45

19 3. Class C: ~~\$76.56~~79.57

20 g. Winch recovery:

21 1. Class A, first thirty (30) minutes: ~~\$105.59~~109.74

22 Each additional thirty (30) minutes: ~~\$52.80~~54.87

23 2. Class B, first thirty (30) minutes: ~~\$184.79~~192.04

1 Each additional thirty (30) minutes: ~~\$92.40~~96.03

2 3. Class C, first thirty (30) minutes: ~~\$316.79~~329.23

3 Each additional thirty (30) minutes: ~~\$158.40~~164.62

4 h. Miscellaneous fee provisions:

5 1. If the towed vehicle is retrieved within the first six
6 (6) hours of arriving at the storage facility, the
7 person retrieving the vehicle may not be charged a
8 storage fee.

9 2. An administrative fee may not be charged if the vehicle
10 owner is identified within twenty-four (24) hours of
11 the vehicle arriving at the storage facility.

12 3. The person retrieving the vehicle may pay a five dollar
13 and eighteen cent (~~\$5.34~~18) fee to expedite vehicle
14 ownership verification.

15 4. The rates for other tows do not apply to tows conducted
16 on behalf of a government agency pursuant to a contract
17 between the government agency and a licensed tow
18 company if such contract provides a different rate
19 structure.

20 5. Research fees may be charged only when the tow company
21 providing the service must actually perform research to
22 determine ownership of a vehicle to notify the vehicle
23 owner, lien-holders, and insurance companies. Written
24 documentation of the efforts undertaken to ascertain

1 ownership of the vehicle must be made available for
2 inspection by the county upon request. Costs shall mean
3 actual fees charged by the State of Florida for
4 obtaining ownership information and shall include the
5 cost of actual postage fees, advertising fees (if more
6 than a single vehicle is advertised in the same
7 advertisement, then the cost of the advertisement shall
8 be prorated per vehicle), and title search for out-of-
9 state vehicles. Proofs of all costs incurred by the tow
10 company must be made available for inspection by the
11 city upon request.

12 ~~†(3) Reserved.†~~ **Retrieval of vehicles.**

13 a. Acceptable methods of payment shall include cash, money
14 order, cashier's check, and valid major debit and credit
15 cards, including but not limited to Visa and MasterCard. If
16 payment is made with cash, the towing or immobilization
17 service shall provide change to the closest whole dollar
18 and shall not condition payment on the owner or authorized
19 driver/agent having exact change. A person paying by
20 cashier's check shall not be required to present more than
21 one (1) form of picture identification. No additional
22 charges may be required if payment is made using a credit
23 card or debit card. All forms of payment shall be accepted
24 at the storage site for vehicles that have been towed. If a

1 vehicle owner seeks to pay by credit card or debit card and
2 the licensee's credit card or debit card machine is not
3 working or is otherwise unavailable for any reason, the
4 licensee must manually call in for credit card or debit
5 card approval or use an alternate credit card or debit card
6 processing method. If the licensee is unable to process the
7 credit card or debit card payment after following such
8 procedures, the licensee must release the vehicle to the
9 vehicle owner without payment and seek payment from the
10 vehicle owner once the credit card or debit card machine
11 begins working again or otherwise becomes available. The
12 foregoing provision requiring the release of a vehicle to a
13 vehicle owner for failure to process a credit card or debit
14 card does not apply when the Governor declares a state of
15 emergency and the licensee does not have power at its place
16 of business, but, nonetheless, the licensee may not charge
17 the vehicle owner a storage fee for the time between when
18 the vehicle owner first seeks retrieval of his or her
19 vehicle by payment by credit card or debit card and when
20 the licensee notifies the vehicle owner, in writing, that
21 the credit card or debit card machine is working again or
22 has otherwise become available.

23 b. The towing or immobilization service shall not require
24 that an expired registration be renewed before releasing

1 the vehicle. The towing or immobilization service may
2 charge a research fee, as provided in this Section, to run
3 a check to determine ownership of the vehicle. The check
4 must be through the appropriate state's Department of Motor
5 Vehicles or their authorized data provider, who must have
6 direct, real-time access to vehicle registration and title
7 data. Any check of the National Motor Vehicle Title
8 Information System (NMVTIS) must be through a NMVTIS
9 history provider approved by the NMVTIS administer, the
10 American Association of Motor Vehicle Administrators
11 (AAMVA).

12 c. Upon receiving payment of the authorized towing,
13 storage, or immobilization fees, the towing or
14 immobilization service shall release the towed or
15 immobilized vehicle immediately at the request of the owner
16 or authorized driver/agent whenever possible, but in no
17 event more than thirty (30) minutes after receipt of
18 payment.

19 d. Towing or immobilization services shall provide a
20 written bill at the request of the vehicle owner or
21 authorized driver/agent, detailing the charges to date.

22 e. Towing or immobilization services shall provide, at the
23 time of payment, whether or not requested, a written

1 receipt for all charges imposed and received from the
2 vehicle owner or authorized driver/agent resulting from the
3 towing or immobilization of a vehicle. Said receipt shall
4 include, at a minimum:

5 1. The date, time, and location of the tow or
6 immobilization;

7 2. The total charges, listed individually and
8 specifically;

9 3. The date and time of payment of the charges;

10 4. The legal name of the towing or immobilization
11 service, as well as the identification number and
12 signature of the driver initiating the tow; and

13 5. The towing rates and standards set forth in this
14 section.

15 f. No release or waiver of any kind, which would release
16 the person providing the nonconsent towing services of
17 liability of any kind, may be required as a condition of
18 the release of the vehicle.

19
20 ~~†(4) Reserved.~~ Deceptive and unfair trade practices.

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

1 acts or practices, in the conduct of services licensed
2 under regulations provided herein. A licensee engages in an
3 unfair method of competition or unfair or unconscionable
4 acts or deceptive practices when in the course of his or
5 her business, vocation, or occupation, he or she knows, or
6 in the exercise of care, should know, that he or she in the
7 past engaged in or is now engaging in any unfair method of
8 competition, unconscionable acts or practices, or unfair or
9 deceptive acts or practices in the conduct of any licensed
10 services.

11
12 (5) **Additional nonconsent towing requirements.**

13 a. That any person or firm regularly engaged in the
14 business of towing vehicles pursuant to Section 715.07
15 of the Florida Statutes and this section shall register
16 with the City of Margate Police Department the current
17 name and phone number of an agent who is authorized to
18 release any vehicle towed from private property within
19 the City of Margate and the hours which the storage
20 facility for same is open for claim of vehicles.

21 ~~(6)~~ b. The adoption of reasonable guidelines which allow
22 for acceptance of checks and credit cards as payment for

1 services provided by any person or firm which tows
2 pursuant to state statute and this section.

3 A1. The above guidelines shall be prominently
4 posted at such location(s) where towed vehicles are
5 held for claim;

6 B2. Such guidelines shall be provided to the City
7 of Margate Police Department and an individual
8 responsible for a vehicle shall be advised of the
9 guidelines when said individual is notified that
10 his/her vehicle is held by the company.

11 ~~(7)~~c. The posting of the following at a location where
12 towed vehicles are held for claim by any person or firm
13 which tows pursuant to state statute and this section:

14 A1. This section.

15 B2. F.S. § 715.07, titled: Vehicles Parked on
16 Private Property; Towing.

17 C3. The Towing Company Licensing and Regulating
18 Ordinance of Broward County.

19 ~~(8)~~Should any item which is required to be posted be
20 removed or become unreadable, then it shall be the
21 responsibility of the owner or principal of the premises
22 or lessee to replace same as expeditiously as possible.

1
2 d. Unless otherwise directed by a police officer,
3 persons who provide nonconsent towing services shall
4 permit every vehicle owner to inspect the towed vehicle
5 immediately upon such person's arrival at the storage
6 site and before payment of any charges. The vehicle
7 owner shall be permitted to remove from the vehicle any
8 and all personal possessions inside, but not affixed to,
9 the vehicle, including, but not limited to, radios and
10 telephones. The person working at the site shall assist
11 any vehicle owner in doing so.

12 e. Persons who provide nonconsent towing services shall
13 advise any vehicle owner who calls by telephone prior to
14 arriving at the storage site of all of the following:

15 1. Each and every document or other item that must be
16 produced to retrieve the vehicle.

17 2. The exact charges as of the time of the telephone
18 call and the rate at which charges accumulate after
19 the call.

20 3. The acceptable methods of payment.

21 4. The hours and days the storage area is open for
22 regular business.

1 f. Prior to towing of any vehicle, the property owner and
2 the tow truck operator shall have executed a written
3 agreement which shall, at a minimum, contain the
4 following provisions:

5 1. The name and address of the property owner
6 requesting the tow;

7 2. The location and description of the property from
8 which the vehicle(s) will be towed;

9 3. The duration of the agreement;

10 4. The time of day that such towing is authorized;

11 5. The days of the week that such towing is
12 authorized;

13 6. An enumerated list of all fees to be charged to
14 both the property owner and vehicle owner;

15 7. The address and description of the location where
16 the vehicle will be towed and stored. Said storage site
17 must be located within a ten-mile radius of the point
18 where the tow originates; and,

19 8. The signature of both the property owner and the
20 tow truck operator, certifying that each has read and
21 is in compliance with the provisions of F.S. § 715.07,

1 the Broward County Code, and the provisions of this
2 Section.

3 The above requirement of a written agreement shall not
4 apply to the removal of a vehicle from property
5 appurtenant to and obviously part of a single-family
6 residence or where the vehicle is parked in such a manner
7 that restricts the normal operation of a business or where
8 a vehicle, which is parked in a public right-of-way,
9 obstructs access to a private driveway and the property
10 owner signs an authorization that the vehicle be removed
11 without a posted "no parking" or "tow-away zone" sign.

12 A copy of the executed agreement described in paragraph f.
13 above shall be filed by the tow truck operator with the
14 City police department. Said agreement shall be
15 nontransferable. The tow truck operator shall be
16 responsible for advising the city police department within
17 two (2) business days of any changes, amendments, or
18 modifications to, or rescissions of, the agreement.

19
20
21 (d) Towing rates may be increased annually in an amount equal to
22 the annual percentage increase in the Consumer Price Index as
23 determined by the Environmental and Consumer Protection
24 Division after review of the Bureau of Labor Statistics,
25 Southeastern Regional Office Consumer Price Index or three (3)

1 per cent, whichever is greater. The increase in fees shall be
2 published every year on the city's website.

3 ~~(c) This section shall be deemed supplemental to Section 715.07
4 of the Florida Statutes entitled: Vehicles Parked on Private
5 Property; Towing, as amended or renumbered in Article XII,
6 Sections 20-242 through 20-250 of the Broward County Code
7 entitled Towing Company Licensing and Regulating Ordinance of
8 Broward County. However, this section shall supersede and
9 prevail over the above referred to state statute and county
10 ordinance where same conflict when the towing of a vehicle
11 emanates from private property within the municipal limits of
12 the city.~~

13 (e~~f~~) Any individual or corporation violating any provision of
14 this section shall be deemed guilty of a municipal violation
15 and shall be punished as provided in section 1-8 of the Code
16 of the city.

17 (f~~g~~) Should any individual or entity violate any provision of
18 this code acting as an employee, agent or officer of any other
19 individual, corporation or business entity, then the action of
20 said individual or corporation shall be deemed as an
21 additional separate violation against the individual,
22 corporation, or business entity which is the principal or
23 employer.

1 **SECTION 2:** All ordinances or parts of ordinances in conflict
2 herewith are repealed to the extent of such conflict.

3
4 **SECTION 3:** If any section, sentence, clause, or
5 phrase of this Ordinance is held to be invalid or
6 unconstitutional by a court of competent jurisdiction, then
7 said holding shall in no way affect the validity of the
8 remaining portions of this Ordinance.

9
10 **SECTION 4:** It is the intention of the City
11 Commission that the provisions of this ordinance shall become
12 and be made a part of the City of Margate Code, and that the
13 sections of this Ordinance may be renumbered or relettered and
14 the word "ordinance" may be changed to "section", "article" or
15 such other appropriate word or phrase in order to accomplish
16 such intentions.

17
18 **SECTION 5:** This Ordinance shall become effective
19 immediately upon adoption at its second reading.

20
21 PASSED ON FIRST READING THIS ____ day of _____ 2021.

22 PASSED ON SECOND READING THIS ____ day of _____ 2021.

23 ATTEST:

24
25 _____
26 JOSEPH KAVANAGH
27 CITY CLERK

MAYOR ARLENE R. SCHWARTZ

28 RECORD OF VOTE - 1ST READING RECORD OF VOTE - 2ND READING

29
30 Caggiano _____ Caggiano _____
31 Simone _____ Simone _____
32 Ruzzano _____ Ruzzano _____
33 Arserio _____ Arserio _____
34 Schwartz _____ Schwartz _____
35
36