

Parking & Towing Policy

Adopted October 2021

KWHA Resolution no. 21-2575
MCHA Resolution no. 21-609

Established for the Housing Authority of the City of Key West and the Monroe County Housing Authority (hereinafter, “HA”) by Action of the Housing Authority of the City Key West Board of Commissioners (Board) on October 18, 2021, and the Monroe County Housing Authority Board of Commissioners (Board) on October 20, 2021, this Parking & Towing Policy (Policy) complies with applicable state of Florida and local laws.

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Chapter 1: General Provisions

1.1 Purpose

The purpose of this Parking & Towing Policy is to combat the potential nuisances and hazards caused by unauthorized parked vehicles and vessels and to maintain a decent, safe, and sanitary environment for the residents of the developments and properties listed below. A copy of this policy will be furnished to the head of each household.

Nothing contained herein shall be construed to alter the terms of the Lease Agreement between resident and the HA.

1.2 Application

Chapters 1, 2, and 3 of this Parking & Towing Policy are applicable to the following developments and properties (all properties, hereinafter, “HA property”) owned and operated by the Housing Authority of the City of Key West and the Monroe County Housing Authority (all entities, hereinafter, the “HA”):

- ❖ Avenue B – Big Coppitt
- ❖ Washington Street – Key West
- ❖ 3rd Street and Patterson – Key West
- ❖ Conch Key Trailer Park – Conch Key
- ❖ Eastwind Apartments – Marathon
- ❖ Fort Village Apartments – Key West
- ❖ George Allen Apartments – Key West
- ❖ Harry L. Bethel Housing Complex – Stock Island
- ❖ Harry L. Bethel Roosevelt Gardens Apartments – Key West
- ❖ Henry V. Haskins Senior Citizen Plaza – Key West
- ❖ Howard’s Haven – Big Pine Key
- ❖ Jack T. Murray Senior Citizen Complex – Key West
- ❖ Lang B. Milian Apartments – Key West
- ❖ Newport Village Apartments – Key Largo
- ❖ Old Town Housing Apartments (Scattered Sites) – Key West
- ❖ Robert Gabriel Apartments – Key West
- ❖ Roosevelt C. Sands, Jr. Affordable Housing Complex – Key West
- ❖ Tropical Isle Apartments – Marathon

Chapters 1, 2, and 4 of this Parking & Towing Policy are applicable to the following HA property owned and operated by the HA:

- ❖ Poinciana Plaza – Key West

Chapters 1, 2, and 5 of this Parking & Towing Policy are applicable to the following HA property owned and operated by the HA:

- ❖ Poinciana Gardens Senior Living Complex – Key West

Chapter 3 does not apply to the Poinciana Plaza property or the Poinciana Gardens Senior Living Complex property.

All residents of the aforementioned developments and properties shall comply with their designated chapters of this Parking & Towing Policy.

1.3 Definitions

As used in this Parking & Towing Policy, the term:

- A. “Vehicle” means any mobile item, whether motorized or not, which normally uses wheels.
- B. “Vessel” means every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water, other than a seaplane or a “documented vessel” as defined in Florida Statutes section 327.02.
- C. “Vehicle Storage Facility” means a facility operated by a person or entity licensed to store vehicles.

1.4 Exclusions

This Parking & Towing Policy does not apply to law enforcement, firefighting, rescue squad, ambulance, or other emergency vehicles or vessels that are marked as such or to property owned by any governmental entity.

1.5 Towing Service Providers

Pursuant to F.S. 715.07 (2) (a) 1.a. and b., any towed or removed vehicle or vessel must be stored at a site within a 15-mile radius of the point of removal. If no towing business providing such service is located within the 15-mile area then the vehicle or vessel must be stored within a 30-mile radius of the point of removal.

The assigned towing companies are as follows:

- A. HA Properties from Key West to Lower Sugarloaf Key:

Arnold’s Towing
5540 3rd Ave, Key West, FL 33040
(305) 296-3832

Email: melinda@arnoldstowing.com & dispatch@arnoldstowing.com

B. HA Properties from Upper Sugarloaf Key to Big Pine Key:

Anchor Towing
26960 Old State Road 4A, Summerland Key, FL 33042
(305) 745-1255
Email: anchortowoffice@aol.com

C. HA Properties from Marathon to Conch Key:

Florida Keys Towing
1620 Overseas Hwy, Marathon, FL 33050
(305) 289-7301
Email: bad-boys@comcast.net

D. HA Properties from Plantation Key to Key Largo:

All American Towing and Tire
100850 Overseas Hwy, Key Largo, FL 33037
(305) 451-0714
Email: allamericantowing08@yahoo.com

Chapter 2: Policy

2.1 General

Parking of any kind is not guaranteed. Vehicles and vessels will be allowed to park in designated parking areas according to the HA's established parking policy for the subject property. Vehicles and vessels are considered parked when stopped for any period of time. It is the resident's responsibility to inform guests where to park.

Management is not responsible for the safety or security of resident's vehicle(s) or vessel(s) or for the safety or security of a resident's guest's vehicle(s) or vessel(s).

2.2 Rules & Regulations Governing Parking on HA Property

All vehicles and vessels parked on HA property must comply with the following:

- A. All resident's vehicle(s) and vessel(s) parked at an HA property must be registered with the housing management staff. Vehicle and vessel registration must reflect as owner or co-owner the name of one or more household members listed in the Lease. Residents who use a vehicle that is not registered in the name of the resident and wish to park on HA's property must present a notarized affidavit from the resident and the vehicle owner to the Housing Manager stating the reasons for the use of the vehicle by the resident. It is the intent of the Parking Program that parking decal/placard will not be issued to persons who reside with residents in violation of the lease agreement. Vehicles and vessels not registered with management may be towed at the owner's expense in accordance with this Parking & Towing Policy and Florida State Law. No vehicle or vessel may be registered using the dwelling unit as the address for the vehicle registration with the State of Florida by any person not listed in the Lease.
- B. Any vehicle(s) and/or vessels(s) within the boundaries of an HA property found to be in an inoperable condition or illegal to operate will be towed at the owner's expense. Inoperable condition includes, but is not limited to: flat or missing tire(s), mechanical problem(s) (i.e. motor will not start, drive train problem, no brakes), or major damage from a collision. Illegal to operate includes, but is not limited to, a broken windshield or head lamp, no current registration, or no current license tag.
- C. The storage of non-resident vehicle(s) and/or vessel(s) is strictly prohibited. No vehicle(s) or vessel(s) shall remain in the same location or parking spot for more than thirty (30) consecutive days, regardless of registration status or working condition, unless approved in writing by the HA.
- D. All vehicles and vessels are to be maintained with a legal license plate, a valid registration, and current insurance as required by Florida State Law.

- E. The repair of vehicles and/or vessels on HA property is strictly prohibited. Any vehicle and/or vessel deemed to be under repair and inoperable by management will be towed from the property after serving proper notice to the owner (reference section 3.2 B of this policy). Battery assisted starting of vehicles and changing flat tires of vehicles and/or a vessel's trailer is permitted provided the vehicle and/or vessel trailer is not left unattended on any type of jack, jack stand, or block at any time.
- F. Vehicles or vessels with a fluid leak (oil, transmission fluid, radiator, etc.) may not be parked within the physical boundaries of any HA property at any time. Any vehicle or vessel with a fluid leak will be removed from the property immediately upon written notification from management. The vehicle or vessel will not be allowed to be parked at the HA property until proof of repair of the fluid leak is provided to the site management staff. The resident(s) on the Lease will be responsible for any cleaning and/or damages to the parking lot surface. The resident(s) on the Lease will reimburse the HA for all costs within two (2) weeks of receipt of written notice of all charges.
- G. Any vehicles or vessels not properly parked within designated parking areas will be towed at the owner's expense. Any vehicle or vessel parked in a "NO PARKING" area (i.e. fire lanes, loading zones, service zones, walkways, or sidewalks within the HA property) will be towed at the owner's expense. Vehicles without proper handicapped tags parked in spaces designated for handicapped parking will also be towed at the owner's expense.
- H. The parking or driving of commercial vehicles used by residents for work is prohibited within the boundaries of HA property. All vehicles weighing more than 4,000 pounds are prohibited within the boundaries of HA property except for the temporary delivery of goods or services to the property and/or residents.
- I. The driving and/or operation of any type of vehicle on landscaping and/or lawns is strictly prohibited. Vehicles may be operated on the paved driveways and parking lots only. Violations will result in corrective action deemed necessary by management and/or local police agencies. Vehicles in violation will be towed at the owner's expense.
- J. Any vehicle and/or vessel blocking a dumpster will be towed IMMEDIATELY. Vehicles and/or vessels in violation will be towed at the owner's expense. There will be no warning or notice posted. The subject property's assigned towing company is authorized to enforce this rule 24-hours a day, 7-days a week, including on holidays.
- K. **Visitor Parking Permit - Between the Hours of 8:00 a.m. and 11:00 p.m.**
Each head of household will be issued two (2) visitor parking permits that may be used by guest(s) of the household between the hours of 8:00 a.m. and 11:00 p.m. If a guest will be parked on any HA property that this chapter applies to between the hours of 11:01 p.m. and 7:59 a.m., a Guest Parking Permit (reference section

2.2 part L) must be displayed in the guest's vehicle, or they will be in violation of this Parking Policy and their vehicle will be towed at the owner's expense.

L. **Guest Parking Permit - Overnight Parking and up to 14-days.**

A Guest Parking Permit must be displayed in any guest vehicle that is parked on any HA property that this chapter applies to between the hours of 11:01 p.m. and 7:59 a.m. and may be used for a period of up to fourteen (14) consecutive days. Guest Parking Permits are issued by HA Management on a case by case basis and may be requested from the housing manager or housing supervisor for the subject property.

M. Any violation of the rules listed in section 2.2 will be grounds to remove the vehicle or vessel and store at a vehicle storage facility at the vehicle or vessel owner's or operator's expense.

2.3 Extraordinary Situations / Violations

The manager of an HA property or other agent authorized by the HA may initiate the IMMEDIATE removal of a vehicle or vessel by a towing company when the vehicle or vessel poses a threat to the life, safety, or welfare of a HA resident or employee or is parked in such a manner that it:

- A. Restricts the normal operation of business (i.e., blocking a dumpster); and/or
- B. Is parked on a public right-of-way and obstructs access to a private driveway or parking lot.

Chapter 3: Standard Operating Procedure to Enforce the Rules & Regulations Governing Parking on HA Property

This chapter does not apply to the Poinciana Plaza property or the Poinciana Gardens Senior Living Complex property.

3.1 General

The manager of an HA property or other agent authorized by the HA may, without the consent of the owner or operator of an unauthorized or uncompliant vehicle or vessel, cause a vehicle or vessel parked on HA property to be removed and stored at a vehicle storage facility at the vehicle or vessel owner's or operator's expense.

3.2 Process

- A. The manager or agent will identify a vehicle or vessel that is in violation of any part of section 2.2 or section 2.3 of this Parking & Towing Policy.
- B. The manager or agent will affix an official HA-issued tow notice on the vehicle or vessel. The tow notice will be marked with the specific violation and the date and time that the vehicle or vessel will be towed (minimum of 72-hours unless it is an extraordinary situation or violation as described in section 2.3). Notice is considered properly served when posted on an obvious location on the vehicle or vessel, such as a window of the vehicle or on the hull of the vessel.
- C. The manager or agent will take at least four (4) photos of the subject vehicle or vessel showing the front, rear, and each side. One of the photos should clearly show the license plate (if one is affixed) and one of the photos should clearly show the affixed tow notice.
- D. Unless it is an extraordinary situation or violation, the manager or agent will wait 72-hours after affixing the notice. If at that time the posted violation has not been remedied, an email will be sent to the assigned towing company for the HA property (reference section 2.3). The manager or agent will provide the towing company with detailed information about the location, make, model, and/or color of the vehicle or vessel. The email will include the photos taken at the time the tow notice was placed on the subject vehicle or vessel.
- E. The manager or agent will call the assigned towing company to confirm receipt of the email and will provide any additional information that may be needed.

Chapter 4: Poinciana Plaza Parking Program and Operating Procedure

This chapter applies to the Poinciana Plaza property ONLY.

4.1 Purpose

Vehicles owned by Poinciana Plaza residents must have a parking decal/placard issued by Poinciana Plaza staff authorizing these resident-owned vehicles to park on Poinciana Plaza property. Poinciana Plaza residents will be issued a Visitor Placard authorizing parking of visitor vehicles on Poinciana Plaza property while visiting residents from 8:00 AM to 6:00 PM. A copy of this procedure will be furnished to each household.

4.2 Procedure

- A. Residents will present a valid vehicle registration certificate in the name of the resident to receive a parking decal/placard. Residents who use a vehicle that is not registered in the name of the resident and wish to park on Poinciana Plaza property must present a notarized affidavit from the resident and the vehicle owner to the Housing Manager stating the reasons for the use of the vehicle by the resident. It is the intent of the Parking Program that parking decal/placard will not be issued to persons who reside with residents in violation of the lease agreement.
- B. Registered boats, jet skis and trailers must park in their designated space in the parking area adjacent to the playground only. Failure to comply may result in the towing of the watercraft at owner's expense.
- C. Residents are allowed one parking decal/placard per each vehicle (maximum two per household).
- D. Each resident household will receive one visitor parking permit that is valid each day from 8:00 a.m. until 6:00 p.m.
- E. Overnight guests must park in the overflow lots. Failure to comply may result in the towing of the vehicles at owner's expense.
- F. Law enforcement vehicles used by residents in the course of their employment are not required to have parking decals. However, these vehicles may not exceed the length of a parking space, must park in designated parking spaces and will be counted toward the total vehicles per household. If a household has been issued two decals, the non-personal vehicle will have to park in the overflow parking areas.
- G. Other government or company vehicles will not be issued a decal and must park in the overflow parking areas. Failure to comply may result in the towing of the vehicle at owner's expense.

- H. If a head of household fails to return their assigned parking decal/placard when their lease is ended and not renewed, a \$50 fine will be imposed. The fine is to be paid directly to the HA or deducted from the head of household's security deposit. In the event of loss or theft, a replacement parking decal/placard will be issued by the HA at a cost to the resident of \$50 per decal/placard.
- I. When a resident sells or trades a vehicle, the resident must return the old parking decal/placards (even in pieces) to the Housing Manager's office to receive a new decal or show proof of sale or trade.
- J. Any registered vehicle parked on Poinciana Plaza property that is in a state of disrepair and/or cannot be driven will be tagged and towed at the owner's expense.
- K. Residents, in addition to being responsible for their own vehicles, are also responsible for the conduct of their visitors/guests and their vehicles while these visitors/guests and their vehicles are on Poinciana Plaza property.
- L. All unauthorized vehicles will be towed at the owner's expense.
- M. The Housing Manager will be responsible for the issuing of parking decal, visitor parking placards and assignment of watercraft parking spaces. The Housing Manager will have the resident complete and sign a Vehicle Registration Form.
- N. The Housing Manager will enter all vehicle registration information into the electronic Vehicle Log at the time the decal/placard is issued.
- O. When parking decals are issued, the Housing Manager is responsible for securing the decal in the driver's side front window of the vehicle to which the decal is issued. Decals that have been altered will not be considered valid and may result in the towing of the vehicle at owner's expense.

Chapter 5: Poinciana Gardens Senior Living Complex Parking Program and Operating Procedure

This chapter applies to the Poinciana Gardens Senior Living Complex property ONLY.

5.1 Purpose

Vehicles owned by Poinciana Gardens residents must have a parking decal/placard issued by Poinciana Gardens staff authorizing these resident-owned vehicles to park on Poinciana Gardens property. Poinciana Gardens residents will be issued a Visitor Placard authorizing parking of visitor vehicles on Poinciana Gardens property while visiting residents from 8:00 AM to 6:00 PM.

5.2 Procedure

- A. Residents will present a valid vehicle registration certificate in the name of the resident to receive a parking decal/placard from Poinciana Gardens administrative staff. Residents who use a vehicle that is not registered in the name of the resident and wish to park on Poinciana Gardens property must present a notarized affidavit from the resident and the vehicle owner to Poinciana Gardens administrative staff stating the reasons for the use of the vehicle by the resident. It is the intent of the Parking Program that parking decal/placard will not be issued to persons who reside with residents in violation of the lease agreement.
- B. Residents are allowed one parking decal/placard.
- C. Each resident household will receive one Visitor Parking Permit that is valid each day from 8:00 a.m. until 6:00 p.m.
- D. Overnight guests must park in the overflow lots located in the Poinciana Plaza property. Failure to comply may result in the towing of the vehicle at owner's expense.
- E. Law enforcement vehicles used by residents in the course of their employment are not required to have parking decals. However, these vehicles may not exceed the length of a parking space, must park in designated parking spaces and will be counted toward the total vehicles per household. If a household has been issued two decals, the non-personal vehicle will have to park in the overflow parking areas.
- F. Other government or company vehicles will not be issued a decal and must park in the overflow parking areas. Failure to comply may result in the towing of the vehicle at owner's expense.
- G. If a head of household fails to return their assigned parking decal/placard when their lease is ended and not renewed, a \$50 fine will be imposed. The fine is to be

paid directly to the HA or deducted from the head of household's security deposit. In the event of loss or theft, a replacement parking decal/placard will be issued by the HA at a cost to the resident of \$50 per decal/placard.

- H. When a resident sells or trades a vehicle, the resident must return the old parking decal/placards (even in pieces) to the Poinciana Gardens administrative office to receive a new decal or show proof of sale or trade.
- I. Any registered vehicle parked on Poinciana Gardens property that is in a state of disrepair and/or cannot be driven will be tagged and towed at the owner's expense.
- J. Residents, in addition to being responsible for their own vehicles, are also responsible for the conduct of their visitors/guests and their vehicles while these visitors/guests and their vehicles are on Poinciana Gardens property.
- K. All unauthorized vehicles will be towed at the owner's expense.
- L. Poinciana Gardens administrative staff will be responsible for the issuance of parking decals and visitor parking placards. Staff will have the resident complete and sign a Vehicle Registration Form.
- M. Poinciana Gardens administrative staff will enter all vehicle registration information into the electronic Vehicle Log at the time the decal/placard is issued.
- N. When parking decals are issued, the Poinciana Gardens administrative staff is responsible for securing the decal in the driver's side front window of the vehicle to which the decal is issued. Decals that have been altered will not be considered valid and may result in the towing of the vehicle at owner's expense.



Acknowledgement of Receipt of the Parking and Towing Policy

I have read and been informed about the content, requirements, and expectations of the Parking and Towing Policy for residents and their guests of Housing Authority property. I have received a copy of the policy and agree to abide by the policy guidelines as a condition of my residency and my continuing residency with the Housing Authority.

I understand that if I have questions, at any time, regarding the Parking and Towing Policy, I will consult with my housing manager.

Please read the Parking and Towing Policy carefully to ensure that you understand the policy before signing this document.

Name of Development / Address of Unit: _____

Head of Household Name: _____

Signature: _____ **Date:** _____

Co-Tenant Name: _____

Signature: _____ **Date:** _____

Co-Tenant Name: _____

Signature: _____ **Date:** _____

Co-Tenant Name: _____

Signature: _____ **Date:** _____

Co-Tenant Name: _____

Signature: _____ **Date:** _____

By signing this acknowledgment, the property manager affirms that they have communicated the contents of the policy with the tenant(s) and that the tenants have the information that they wanted them to receive from the communication.

Housing Manager Name: _____

Signature: _____ **Date:** _____

