

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR VOLUSIA COUNTY, FLORIDA**

Brandon Reiter,

Pro Se Plaintiff,

v.

City of Edgewater, Florida,

Defendant.

**VERIFIED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF AND
MOTION FOR TEMPORARY INJUNCTION**

COMES NOW the **Pro Se Plaintiff, Brandon Reiter**, pursuant to **Article I, Section 9 of the Florida Constitution, Article I, Section 12 of the Florida Constitution, Rule 1.610 of the Florida Rules of Civil Procedure, and Chapter 86, Florida Statutes (Declaratory Judgments)** and the equitable powers of this Court, files this Complaint for Declaratory and Injunctive Relief against Defendant, **City of Edgewater, Florida**, and alleges as follows:

1. Plaintiff owns a Black Ford F-250 VIN #1FTSX21P35EB09896 regularly located at Plaintiff's residence at 1871 Juniper Drive Edgewater, FL 32141.
2. The City of Edgewater Police ordered the vehicle to be towed on Friday, July 17th, 2026.
3. Under Florida Statute 715.07(2)(a), and 715.07(5)(a)(b)(c)(d)(e) "The towing or removal of any vehicle or vessel from private property without the consent of the registered owner or other legally authorized person in control of that vehicle or vessel is subject to substantial compliance with the following conditions and restrictions: ... (5). Except for

property appurtenant to and obviously a part of a single-family residence, and except for instances when notice is personally given to the owner or other legally authorized person in control of the vehicle or vessel that the area in which that vehicle or vessel is parked is reserved or otherwise unavailable for unauthorized vehicles or vessels and that the vehicle or vessel is subject to being removed at the owner's or operator's expense, any property owner or lessee, or person authorized by the property owner or lessee, before towing or removing any vehicle or vessel from private property without the consent of the owner or other legally authorized person in control of that vehicle or vessel, must post a notice meeting the following requirements:

- a. The notice must be prominently placed at each driveway access or curb cut allowing vehicular access to the property within 10 feet from the road, as defined in s. 334.03(22). If there are no curbs or access barriers, the signs must be posted not fewer than one sign for each 25 feet of lot frontage.
- b. The notice must clearly indicate, in not fewer than 2-inch high, light-reflective letters on a contrasting background, that unauthorized vehicles will be towed away at the owner's expense. The words "tow-away zone" must be included on the sign in not fewer than 4-inch high letters.
- c. The notice must also provide the name and current telephone number of the person or firm towing or removing the vehicles or vessels.
- d. The sign structure containing the required notices must be permanently installed with the words "tow-away zone" not fewer than 3 feet and not more than 6 feet above ground level and must be continuously maintained on the property for not fewer than 24 hours before the towing or removal of any vehicles or vessels.

- e. The local government may require permitting and inspection of these signs before any towing or removal of vehicles or vessels being authorized.
4. Upon information and belief, no signage of the type required by applicable law is present on Juniper Drive or any of the surrounding streets. Accordingly, the statutory signage requirements were not satisfied at the location where the vehicle was towed.
5. Plaintiff was never issued a parking citation or any other notice, nor provided notice that the vehicle would be towed per the City of Edgewater Ordinance Chapter 17, Article IV, Section 17-28(1) and 17-28(1)(k), which states that “Police officers or code enforcement officers may authorize to have a vehicle removed from a street or highway, right-of-way, sidewalk, alleyway, parking lot, any public property or private property to a public or private garage so designated by the City of Edgewater, or other place of safety, under the circumstances hereinafter enumerated: ... (k) When at any given time a parked, unattended, abandoned, disabled or inoperable vehicle is parked in a right-of-way for a period of 48 hours subsequent to placing a notice on the vehicle. A vehicle shall be deemed inoperable if it cannot be immediately started and legally driven and shall include abandoned and/or wrecked vehicles or vehicles that do not display a valid tag.”
6. Plaintiff was never provided documentation explaining the legal basis for the tow despite numerous attempts to acquire requested records concerning the tow.
7. No tow report or impound documentation has been produced despite Plaintiff’s requests.
8. Plaintiff has attempted to resolve the matter with the City of Edgewater Police Department, Namely: Sergeant Sloan, Lieutenant Williams and Chief Geiger with no accountability or appropriate response from their agency.
9. Storage fees continue to increase daily.

10. Plaintiff continues to be deprived of the use and possession of the vehicle causing more undue harm.

Count I – Declaratory Judgment

Therefore, in light of the foregoing facts and the applicable statutory authority, the following issues are presented for determination:

1. Whether the City possessed lawful authority to tow the vehicle;
2. Whether the City complied with all applicable statutory and procedural requirements in effecting the tow and subsequent impoundment; and
3. Whether the continued impoundment of the vehicle is lawful under the applicable statutes and governing law.

Therefore, I respectfully request the court to declare the parties' legal rights, whether the tow complied with applicable law and whether the city may continue holding the truck.

Count II – Temporary Injunction

Irreparable Harm

Plaintiff has suffered, and continues to suffer, irreparable harm as a result of the continued impoundment of the vehicle. Plaintiff has been deprived of the possession and use of personal property, and storage fees continue to accrue on a daily basis, thereby increasing the financial burden associated with the impoundment. Absent immediate judicial intervention, Plaintiff will continue to incur additional losses that cannot be adequately remedied through a subsequent award of monetary damages alone.

No Adequate Remedy at Law

Plaintiff has no plain, adequate, or complete remedy at law. An action for monetary damages at a later date would not prevent the ongoing accrual of storage fees, restore Plaintiff's immediate possession and use of the vehicle, or otherwise prevent the continuing harm resulting from the vehicle's continued impoundment. Accordingly, immediate injunctive relief is necessary to preserve the status quo and prevent further irreparable injury.

Likelihood of Success on the Merits

Plaintiff is likely to succeed on the merits because substantial questions exist regarding the legality of the tow and continued impoundment of the vehicle. Specifically, Plaintiff contends that: (a) no citation or other lawful basis for the tow was issued; (b) any notice required by applicable law was not provided; (c) the vehicle was not creating a traffic hazard or otherwise obstructing the public right-of-way so as to justify removal; and (d) the documentation and procedural requirements mandated by applicable law were not created, maintained, or otherwise complied with. These facts, if established, demonstrate that the City's actions were not authorized by law and that Plaintiff is entitled to the relief requested.

Public Interest

The requested injunction serves the public interest by ensuring that governmental entities comply with applicable laws governing the towing and impoundment of private property. Enforcement of these legal requirements promotes accountability, protects property rights, and preserves public confidence in governmental actions.

Motion for Temporary Injunction

WHEREFORE, Plaintiff respectfully requests that this Court:

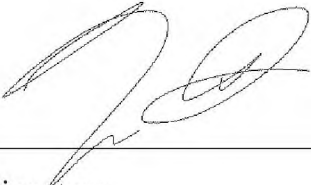
1. Set this matter for an expedited hearing;
2. Order Defendant to appear and demonstrate the legal basis for the tow and continued impoundment;
3. Order Defendant to produce all records relating to the tow, including the tow authorization, CAD records, dispatch logs, body-camera footage, photographs, inventory sheet, incident report, any citations or notices, and applicable towing policies;
4. Enjoin Defendant from assessing additional storage fees while this action is pending;
5. Order the immediate release and safe return of the vehicle by the towing company which is in possession of the vehicle to the location in which it was towed from at no expense to the plaintiff, holding the City of Edgewater accountable and responsible to pay any costs incurred in this action.
6. Grant such other and further relief as the Court deems just and proper.

Prayer for Relief

WHEREFORE, Plaintiff respectfully requests that this Court:

1. Accept jurisdiction over this matter;
2. Enter a temporary injunction as requested herein;
3. Order the immediate release of Plaintiff's vehicle;
4. Award costs as authorized by law; and
5. Grant such other and further relief as the Court deems just and proper.

I declare under penalty of perjury that the factual allegations contained in this Verified Complaint are true and correct to the best of my knowledge and belief.



Signature

Brandon Frank Reiter
1871 Juniper Drive Edgewater, FL 32141
stylesbyfrankyb@yahoo.com
(843) 714-0304

7/31/2026
Date