

ORDINANCE NO.

847

AN ORDINANCE APPROVING AGREEMENT WITH AAA AUTO PARTS and
GARAGE AND DIRECTING THE PRESIDENT OF THE CITY COUNCIL
TO EXECUTE SAME IN THE NAME OF THE CITY OF PRICHARD AND
THE CITY CLERK TO ATTEST SAME

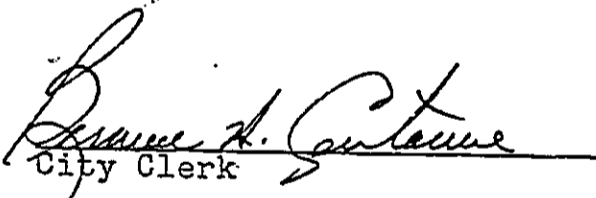
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRICHARD, ALABAMA,
AS FOLLOWS:

Section 1. That the attached agreement with AAA Auto Parts and Garage,
marked Exhibit "A" and by reference herein made a part hereof, is
hereby approved.

Section 2. That the President of the City Council of Prichard is
hereby authorized and directed to execute said agreement in the name
of the City of Prichard, Alabama, and the City Clerk is hereby authorized
and directed to attest said agreement.

Adopted this 4th day of January, 1960.

AUTHENTICATED:


City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

WHEREAS, motor vehicles and bicycles are sometimes abandoned on the streets and highways of the City of Prichard; and

WHEREAS, the City of Prichard, hereinafter called City, desires to employ a company to tow away and store such abandoned motor vehicles and bicycles at a fixed and uniform rate, without any risk of expense to the City, until same are redeemed by the owner or sold as abandoned property by the City; and

WHEREAS, the City has received several proposals from persons and companies desiring to furnish such services, and the City Council has accepted the proposal of AAA Auto Parts and Garage, hereinafter called AAA, as being the most economical and advantageous offer for the City and its citizens;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. AAA represents and agrees that it has $3\frac{1}{2}$ acres, fenced and properly zoned for such business, on which such abandoned vehicles and bicycles will be stored.
2. AAA represents and agrees that it is open and will be open 24 hours per day, seven days per week, and it has six (6) wreckers available for immediate use, and four (4) direct telephone lines open for calls at all times.
3. AAA agrees to remove any vehicle or bicycle and store same immediately upon being notified of any such vehicle or bicycle.
4. For its services AAA shall be entitled to the following fees:
 - (a) Motor Vehicles (cars and trucks) \$6.95 towing fee and \$.50 per day storage fee.
 - (b) Bicycles: No towing fee. Ten (\$.10) cents per day storage fee.
5. The City will not be responsible or liable for towing or storage fees in excess of the amount brought by a motor vehicle or bicycle at public auction, it being expressly understood and agreed that if a motor vehicle or bicycle fails to bring a sufficient price at public auction to pay the towing and storage