

ORDINANCE 2013-6

AN ORDINANCE OF THE CITY OF MIDFIELD, ALABAMA, TO ADD A NEW SECTION TO BE NUMBERED TO ESTABLISH THE REMOVAL OF DRIVERS FROM VEHICLES AND IMPOUNDMENT OF VEHICLES UNDER CERTAIN CIRCUMSTANCES: ESTABLISHING ADMINISTRATIVE FEES, REPEALING ORDINANCES IN CONFLICT: SERVERABILITY: AND EFFECTIVE DATE.

Whereas, driving a motor vehicle on the public streets and highways of the State of Alabama is a privilege, not a right; and

Whereas, of all drivers involved in fatal accidents, driver violating accident than a properly licensed, insured and registered driver; and

Whereas, a large number of person who are in violation of license, insurance and registration laws, continue to drive, regardless of the law; and

Whereas, it is necessary and appropriate to take additional steps to prevent drivers who are in violation of the law from driving, and

Whereas, the City of Midfield has critical interest in enforcing traffic laws and keeping unlicensed and uninsured drivers, and unregistered vehicles from illegally operating; and

Whereas, multiple violations near in time drastically increase the chance of being involved in a serious accident; and

Whereas, impounding the vehicles operated illegally serves a significant governmental and public safety interest, namely the protection of the health, safety and welfare of the Citizens of Midfield from harm of unlicensed drivers and illegally operated vehicles who are in a disproportionate number of traffic incidents, and the avoidance of the associated destruction of lives and property.

NOW THEREFORE BEIT ORDAINTED BY THE CITY COUNCIL OF MIDFIELD,  
ALABAMA:

Section 1. That all matters and facts set forth in the recitals hereinabove are found to be true and such recitals are hereby approved and made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings by the City Council of the City of Midfield, Alabama.

Section 2. That the Code of Ordinances, City of Midfield, Alabama, is hereby amended to add

a new Section 54-32 entitled, Car Impound Ordinance.

Section 54—32 (a) Any person who operates a motor vehicle upon the streets in City of Midfield or its Police Jurisdiction while any of the following apply shall be immediately removed from the vehicle:

- A. When the Driver as a license that is suspended or revoked for any reason.
- B. When the Driver has no license.
- C. When the Driver has a license that is expired in excess of 90 days.
- D. When the Driver cannot produce a driver's license, and the Police Officer cannot sufficiently identify the driver to the Officer's Satisfaction
- E. When the driver is unable to provide valid proof of insurance for the vehicle which he is driving in accordance with the Code of Alabama 32-7A-6.
- F. When the vehicle driven is not properly registered in accordance with the Alabama State Law, or the registration is expired in excess of 90 days.
- G. When the Driver commits 3 or more violations, one of which is moving violation, in the same setting.
- H. When the Driver commits the offenses of Reckless Driving, Attempting to Elude, Speeding in excess of 25 M.P.H. over the speed limit, or Possession of Open Container of Alcohol in a Vehicle, under the laws of the State of Alabama.

Section 54-32 (b) The vehicle, regardless of ownership or possessory interest of the operator or person present in the vehicle, except when the owner of the vehicle or another family member of the owner is present in the vehicle and presents a valid driver's license, shall be impounded by any duly sworn law enforcement officer.

Section 54-32 (c) The owner of the vehicle may reclaim his vehicle upon production of Valid License, Insurance and Registration by obtaining a release from the Midfield Police Department, and settling any associated towing and storage fees with the City-Authorized Towing Company.

Section 54-32 (d) In the event that the owner cannot produce the documents required by Sec.

98-120.3, upon acceptable proof of ownership (Title, expired registration etc.) the vehicle may be released, but must be removed from the Impound Location by wrecker or other transport.

Section 54-32 (e) The owner of the vehicle shall be liable for a \$250.00 administrative fee for each vehicle impounded under the article. The fee shall be in addition to any towing and storage fee assessed by the Towing Company. The vehicle owner shall remit that administrative fee to the City-Authorized Towing Company at the time of the vehicle's release. The City-Authorized Towing Company shall remit it to the Midfield Police Department on a monthly basis. The funds remitted under this section shall be at the disposal of the Police Chief for any Law Enforcement function.

Section 54-32 (f) The driver and any occupants of the vehicle, upon request, shall be transported to the nearest open convenience store, shopping mall, restaurant, or Midfield Police Headquarters.

Section 54-32 (g) If there is an emergency or other situation, that in the Officer's opinion outweigh the need to impound the vehicle, the Officer may elect not to impound the vehicle.

Section 54-32 (h) Repeal of Ordinances in Conflict

This ordinance supersedes and replaces any ordinance previously adopted that conflict.

Section 54-32 (i) Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any Court of Competent Jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 54-32 (j) Effective Date

This ordinance shall become effective 14 days after adoption and publication as required by law.

Attest:

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Tameeka Ephriam Vann,  
City Clerk

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Gary R. Richardson  
Mayor

**AFFIDAVIT AND AGREEMENT TO INDEMNIFY AND HOLD HARMLESS**

Before me, the undersigned authority, on this day personally appeared, **GARY R. RICHARDSON, SR., PRESIDENT**, who, being first duly sworn, upon his/her oath states:

My name is **GARY R. RICHARDSON, SR.**, I am over nineteen(19) years of age and are of sound mind. I have personal knowledge of the facts stated in this affidavit.

I am the President of **JEFFERSON COUNTY COMMITTEE FOR ECONOMIC OPPORTUNITY** and I have authorization to act on Behalf of **JEFFERSON COUNTY COMMITTEE FOR ECONOMIC OPPORTUNITY**. **JEFFERSON COUNTY COMMITTEE FOR ECONOMIC OPPORTUNITY** is the owner of the property described as (SUBJECT PROPERTY):

**LOT 12, BLOCK 2, ACCORDING TO THE SURVEY OF STARDUST MANOR, AS RECORDED IN MAP BOOK 57, PAGE 25, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.**

I, **GARY R. RICHARDSON, SR., PRESIDENT**, personally affirm the following:

-**JEFFERSON COUNTY COMMITTEE FOR ECONOMIC OPPORTUNITY** has entered into a contract to sell the subject property to **JB WILLIAMS ENTERPRISES CORP.**

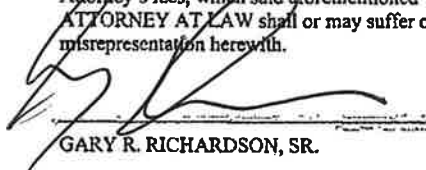
- I am the President of **JEFFERSON COUNTY COMMITTEE FOR ECONOMIC OPPORTUNITY**

- I have full authority to act on behalf of **JEFFERSON COUNTY COMMITTEE FOR ECONOMIC OPPORTUNITY.**

- I affirm that the Minutes of the meeting of **JEFFERSON COUNTY COMMITTEE FOR ECONOMIC OPPORTUNITY** dated June 14, 2023 which are attached here to as Exhibit "A" are a true and correct copy of the minutes of said meeting of **JEFFERSON COUNTY COMMITTEE FOR ECONOMIC OPPORTUNITY**. I further affirm that the property identified as the "Center Point Building" in said minutes is the property being sold under the above mentioned contract to **JB WILLIAMS ENTERPRISES CORP.**, said property having and address of **1620 CENTER POINT PARKWAY, CENTER POINT, AL 35215**, and being further described as: **LOT 12, BLOCK 2, ACCORDING TO THE SURVEY OF STARDUST MANOR, AS RECORDED IN MAP BOOK 57, PAGE 25, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.** I further affirm that "Offer B" that was accepted by the board per the Minutes of the Meeting is the contract that is attached hereto as Exhibit "B". I further affirm that no action has been taken by **JEFFERSON COUNTY COMMITTEE FOR ECONOMIC OPPORTUNITY** that negates or alters in any way the agreement of the board to sell the property in accordance with said contract attached hereto as Exhibit "B".

I am giving this affidavit in conjunction with the sale of the SUBJECT PROPERTY, in order to induce **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY** by and through its agent **THE CLOSING AGENCY, LLC** to issue a Policy of Title Insurance in favor of the purchasers of the subject property and a Policy of Title Insurance in favor of the buyer's mortgage lender, **CENTRAL STATE BANK** and as an inducement therefore, said affiant agrees to indemnify and hold the aforementioned Title Insurer and/or its agent harmless of and from any and all loss, costs, damage and expense of every kind, including Attorney's fees, which said aforementioned Title insurer and/or its agent shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation herewith.

I am further giving this affidavit in conjunction with the sale of the SUBJECT PROPERTY, in order to induce **THE SNODDY LAW FIRM, LLC** AND **DAVID S. SNODDY ATTORNEY AT LAW** to handle perform and/or conduct the closing of the sale of the subject property and as an inducement therefore, said affiant agrees to indemnify and hold the aforementioned **THE SNODDY LAW FIRM, LLC** AND **DAVID S. SNODDY ATTORNEY AT LAW** harmless of and from any and all loss, costs, damage and expense of every kind, including Attorney's fees, which said aforementioned **THE SNODDY LAW FIRM, LLC** AND **DAVID S. SNODDY ATTORNEY AT LAW** shall or may suffer or incur or become liable for directly or indirectly, as a result of any misrepresentation herewith.



**GARY R. RICHARDSON, SR.**

**STATE OF ALABAMA  
JEFFERSON COUNTY**

I, the undersigned, a Notary Public in and for said County and State hereby certify that **GARY R. RICHARDSON, SR.**, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 21st day of August, 2023

My Commission Exp:

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Notary Public