

ORDINANCE NO. 902

AN ORDINANCE GRANTING AN EXCLUSIVE FRANCHISE FOR THE OPERATION OF TAXICABS WITHIN THE CITY LIMITS OF THE CITY OF EUREKA SPRINGS, ARKANSAS:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EUREKA SPRINGS, ARKANSAS:

SECTION I: Robert L. Ball, doing business as Safeway Cab Company, with its principal office currently located at 31 South Main Street, Eureka Springs, Arkansas, from and after the passage of this Ordinance is hereby granted an exclusive franchise for the operation of its taxicabs upon the streets and thoroughfares within the limits of the City of Eureka Springs for a period of One year;

SECTION II: The City Council shall have the sole right to approve or reject rates charged by the company. The company shall have the right to petition the Council for a change in rates by filing such petition fifteen (15) days before a meeting of the Council with the City Clerk; a similar right may be exercised by eleven (11) or more citizens signing and filing a like petition in the same manner;

SECTION III: The City Council shall have the power to prescribe the regulations under which the company shall operate, and should the Council at any time ascertain that such regulations are not being honored, it may after fifteen (15) days written notice to the company of the alleged violation, if same is not corrected by the company within ten (10) days after receiving said notice, the City Council may by appropriate resolution passed by a majority of the City Council members suspend this franchise;

SECTION IV: The company shall pay a franchise tax of \$50.00 per year for the first two taxicabs and \$25.00 a piece for all additional taxicabs that are operated upon the streets within the City of Eureka Springs;

SECTION V: This franchise shall be automatically renewed for terms of one year for each year following the expiration of the initial term of the franchise as set out above, unless the City Council, by appropriate resolution terminates the said franchise prior to such auto-

matic renewal date;

SECTION VI: The company shall be required to furnish the City of Eureka Springs evidence of public liability insurance of not less than \$¹⁰~~25~~,000.00 per each individual and \$²⁰~~50~~,000.00 for each accident, and \$⁵~~10~~,000.00 property damage;

SECTION VII: That all ordinances, parts of ordinances, or resolutions in conflict with this ordinance are hereby repealed;

SECTION VIII: It is hereby ascertained and determined that an emergency exists and it is hereby declared and for the preservation of the public peace, health and safety, this ordinance shall be in full force and effect from and after its passage;

PASSED AND APPROVED this 16th day of January, 1969.

CITY OF EUREKA SPRINGS, ARKANSAS

BY Chas. B. Fullmer Mayor

ATTEST:

J. W. Woodley
City Recorder and Clerk

CERTIFICATE

STATE OF ARKANSAS
COUNTY OF CARROLL } ss.
CITY OF EUREKA SPRINGS }

I, J. W. Woodley, the duly elected, appointed, and qualified City Recorder and Clerk in and for the City of Eureka Springs, Arkansas, do hereby certify that the above and foregoing instrument of writing is a true and correct copy of Ordinance No. 902 as the same appears in Ordinance Book 3 at Page 409 in my office at Eureka Springs, Western District, Carroll County, Arkansas.

Given under my hand and the seal of the City of Eureka Springs, Arkansas, this the 16th day of January, 1969.

J. W. Woodley

AGREEMENT

902

This agreement made and executed in triplicate this 12th day of ~~November~~ ^{DECEMBER} 1974 by and between the City of Eureka Springs (CITY); Robert L. Ball (BALL) and Timothy W. Garrison (GARRISON) all of Eureka Springs, Carroll County, Arkansas WITNESSETH:

WHEREAS the City of Eureka Springs has granted an exclusive franchise to operate a taxi service within said City of Eureka Springs to Robert L. Ball, and WHEREAS the said Robert L. Ball is now selling his rights, title and interest in said franchise to Timothy W. Garrison.

Now, therefore, the parties hereto in consideration of the premises mutually certify and agree.

1. That in the event Timothy W. Garrison failes to meet in any manner the terms of the contract of sale between Ball and Garrison to the extent that Ball will be required to again operate the taxi service in Eureka Springs, Ball will be permitted by the City to operate such taxi service under the franchise he now owns, but which is being transferred to Garrison, without being required to re-petition the City for a new franchise.

2. That this agreement shall inure to the benefit of and be binding upon the heirs assigns and successors of the respective parties hereto.

In witness whereof, the parties have hereunto set their hands the day and year first above written.

Timothy W. Garrison
Timothy W. Garrison

Robert L. Ball
Robert L. Ball

CITY OF EUREKA SPRINGS

BY Fred L. Huff
Louise Walsh