

ORDINANCE NO. 1998-7

AN ORDINANCE GRANTING A FRANCHISE TO DEDMON SANITATION, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF OPERATING AND MAINTAINING A REGULAR SANITATION AND GARBAGE BUSINESS WITHIN THE TOWN OF BROOKLAND, ARKANSAS; PROVIDING CONDITIONS, REQUIREMENTS AND REGULATIONS THEREFORE; DESCRIBING VIOLATIONS AND PRESCRIBING PENALTIES OF ITS PROVISIONS AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BROOKLAND, ARKANSAS:

Section 1: That Dedmon Sanitation, its successors and assigns be, and is hereby granted the right and/or franchise to operate and maintain a regular sanitation and garbage business within the Town of Brookland, AR, for the purpose of furnishing regular garbage pick-up to the citizens, businesses and residents of the Town of Brookland, Arkansas, that subscribe to said service.

Section 2: The term of this franchise shall be for an indefinite term beginning on May 1, 1998. This franchise is made and is to be enjoyed subject to reasonable regulations and ordinances of a police nature as the Town may deem proper to adopt not destructive of the rights granted herein. This franchise may be terminated by 30 days written notice by either party.

Section 3: This franchise is exclusive only as to residential pick-up. Providing further, the Company is specifically prohibited from making assessments or charging special fees to subscribers of its regular monthly subscription charge without authorization of the Town Council. Rates and charges will be considered by the Town Council and shall be reviewed annually or upon thirty (30) days notice to an officer of the Company, delivered in hand or by registered or certified mail. Only rates or charges approved by the Town Council may be charged to users of the service.

Section 4: The Company shall make available at least weekly garbage pick-up to the residents and businesses of the Town.

Section 5: The Company shall comply with the ordinances of the Town and the laws, rules and regulations of the State and Federal governments and their subordinate entities.

Section 6: The Company's service and operation shall be set up and operated in such a manner as not to endanger or interfere with the lives of persons, or to interfere with any improvements that the Town may deem proper to make, or to hinder unnecessarily or obstruct the free use of streets, alleys, bridges or other public property.

Section 7: In the operation and maintenance of said business the Company shall proceed so as to cause the least possible inconvenience to the general public.

Section 8: In the event of the failure of the Company to render community sanitation or garbage service in the Town as contemplated and provided for by this ordinance during the term hereof, the Town Council shall have cause and the right to declare this ordinance and the rights and franchise granted thereunder forfeited. Should the Company discontinue service for a period of thirty (30) days, without justifiable cause, the Town shall have cause and the right to declare this ordinance and the rights and franchise granted therein forfeited, and make written demand on the Company to proceed to remove any facilities from the public places and property of the Town, and from the premises of subscribers. Said removal shall begin within ten (10) days of such demand. Further, should the Company fail to initiate the removal of aforesaid facilities, subsequent to demand and in the time prescribed, the Town shall have the right to remove same and retain said property as security for payment to the Town, as reimbursement, all costs of said removal and storage of said property.

Section 9: The Company shall indemnify and hold the Town and its agents, servants and employees harmless at all time during the term of this grant from and against all claims for injury



or damages to persons or property, both real and personal, caused by the operation of the business authorized pursuant to the authority of this ordinance. The company shall, at all time during the existence of this franchise, carry and require their contractors to carry the following:

(a) Insurance in such form and in such companies as shall be approved by the City Attorney to protect the Town and the Company from and against any and all claims of injury or damages to persons or property, both real and personal, caused by the construction, erection, operation or maintenance of any structure, equipment or appliance. The amount of such insurance against liability due to the damage to property shall be in not less than one hundred thousand dollars (\$100,000), as to any one person, and two hundred thousand dollars (\$200,000), as to any one accident, and against liability due to injury or death of persons, one hundred thousand dollars (\$100,000) as to any one person, and three hundred thousand dollars (\$300,000), as to any one accident.


(b) Workmen's Compensation Insurance in compliance with the laws of the State of Arkansas.

(c) Automobile liability insurance with limits of not less than one hundred thousand dollars (\$100,000), as to any one person and three hundred thousand (\$300,000), as to any one accident. Comprehensive shall be limited to not less than ten thousand (\$10,000) on all automotive equipment.

Section 10: The Company, upon receipt of due notice in writing from the Town, shall defend at their own expense, any action or proceedings against the Town in which it is claimed that injury or damage arose from the Company's activities in the construction or operation of this sanitation or garbage system, and in the event of determination of liability or damages, shall indemnify the Town. The Town shall be indemnified or held harmless against all liability, claim, demand or judgment lodged against the Company or the Town due to a failure of duty or negligence on the part of the Company, its successors or assigns.

Section 11: This ordinance being necessary to the comfort, convenience and welfare of the Town, and the inhabitants thereof, an emergency is hereby declared to exist and this ordinance shall take effect and be in force upon passage.

Passed and approved this 4<sup>th</sup> day of May, 1998.

  
Joe McKeel  
Joe McKeel, Mayor

ATTEST:

Beth A. Joslin  
Town Recorder