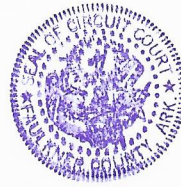


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CERTIFICATE OF RECORD
FAULKNER CO, AR FEE \$25.00
I hereby certify that this instrument was
Filed and Recorded in the Official Records
In Doc Num **L202100878** 3 Pages
RECORDED: 01-12-2021 04:10:45 PM
CRYSTAL TAYLOR
FAULKNER COUNTY CIRCUIT CLERK
BY: DIANA VARNER, D.C.
ORDINANCE

City of Conway, Arkansas
Ordinance No. O-20-75

AN ORDINANCE GRANTING A FRANCHISE TO KINGS LIVE MUSIC TO UTILIZE SPECIFIC STREET RIGHTS OF WAY ON THE EAST SIDE OF FRONT STREET TO THE CITY OF CONWAY; AND FOR OTHER PUPORSES:

Whereas, Kings Live Music desire to be able to take utilize of a portion of the sidewalk adjacent to their outdoor patio area to allow food truck operations to provide additional dining options for their patrons;

Whereas, the City of Conway wishes to encourage and facilitate opportunities for local businessess to continue to be creative perserving and enhancing the general qualtiy of life of residents and vistors in this difficult business climate presented by the COVID pandemic while balancing the protection of the appearance and identity of the downtown business district.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS:

Section 1: That a franchise is hereby granted from the City of Conway, Arkansas, to the current owner of Kings Live Music located at 1020 Front St, more specifically known as, Lot 9 and Pt Lot 10 of Block 1 of Tyler Addition for the placement of a food truck of its choosing, as long as the food truck is in good standing with the Conway Advertising & Promotion Commission and the food truck does not operate in manner that obstructs vehicular or pedestrian traffic in the right-of-way.

Section 2. Said franchise shall expire upon the transfer of occupancy or onwership, at which time the new owner or occupant shall apply for a franchise with the City of Conway.

Section 3: The franchise shall be granted for the area specifically describd as right-of-way of Front Street directly abutting Lot 9 and Pt Lot 10 of Block 1 of Tyler Addition.

Section 4: That at all times the spaces and items authorized by this franchise shall be operated and managed in strict compliance with City Codes, ordinances and regulations. In addition, the owner is reponsible for sidewalk maintenance and repair as a result of the use of the area for the purpose of the franchise even if discovered after the franchise term has ended.

Section 5: There are to be no permanent or temporary structures of any kind built or attached to the area that is the subject of this franchise agreement without express written approval of the City of Conway. If any such structures or fixtures are allowed they will be immediately removed at the request of the City and all necessary repairs made to the area to the satisfaction of the City.

Section 6: The City of Conway shall not be reponsible for damage to or loss of anything placed in the space covered by this franchise, including the City, utility crews or contractor while performing work in the right of way or easements. The City assumes no liability for personal injury or property damage occurring from the use of this space authorized by this franchise. This

franchise in no way is intended to abrogate or waive the the City's immunity. The owner and/or occupant shall indemnify and hold harmless the City of Conway, its employees, agents and officials from actions, claims, losses, costs, damages and expenses to which the City may be subjected to arising out of the grant of this franchise.

Section 7: That this franchise is subject and subservient to any improvements, alterations or maintenance to the right of way that includes the Front Street and the adjacent sidewalks and any easements. That upon notice, if the City of Conway or its agents desires or is required to repair, improve or alter the right of way or anything in the right of way which includes the area including the area described above and any utilities or drainage, the City may pause or cancel this franchise without recourse.

Section 8: That upon notice from the City, the owner/occupant shall remove any and all items, structures or fixtures from the area of the franchise at their own expense if the situation becomes a public nuisance as determined by the City.

Section 9: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

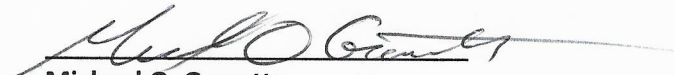
PASSED on this 8th day of December, 2020.

Approved:

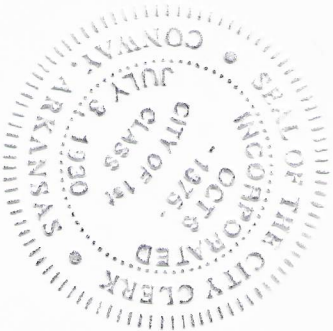


Mayor Bart Castleberry

Attest:



Michael O. Garrett
City Clerk/Treasurer



CERTIFICATE

**STATE OF ARKANSAS
COUNTY OF FAULKNER
CITY OF CONWAY**

I, Michael Garrett, the duly elected, qualified, and acting: Clerk-Treasurer of the City of Conway, Arkansas, do hereby certify that the attached and foregoing is a true and correct copy of an ordinance presented to the City Council of the City of Conway, Arkansas, at a meeting of that body held on the 8th day of December, 2020 same is duly recorded in the minutes of meeting of said Council.

Witness, my hand, and seal of the City of Conway, Arkansas this 17th day of December, 2020.



CITY CLERK-TREASURER

