

**City of Conway, Arkansas  
Ordinance No. O-22-119**



**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 **L202220247** 3 Pages

RECORDED: 11-21-2022 02:08:37 PM

CRYSTAL TAYLOR

FAULKNER COUNTY CIRCUIT CLERK

BY: DIANA VARNER, D.C.

**ORDINANCE**

**AN ORDINANCE TO GRANT UNITE PRIVATE NETWORKS, LLC, AN AMENDMENT TO THE EXISTING FRANCHISE TO OCCUPY SPECIFIC PUBLIC RIGHTS-OF-WAY FOR THE PURPOSE OF PROVIDING TELECOMMUNICATIONS SERVICES; TO SET FORTH THE TERMS AND CONDITIONS FOR THE USE AND RENTAL OF THE PUBLIC RIGHT-OF-WAY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City has been requested by Unite Private Networks, LLC (hereinafter “Unite” or “franchisee”) to grant it a franchise to use the public streets, rights-of-way and airspace to construct and maintain a telecommunications network for its customer, Blue Cross and Blue Shield Data Center located at 600 LedgeLawn Drive in the City of Conway; and

**WHEREAS**, the City is willing to grant Unite a non-exclusive franchise for the use of the public streets and rights-of-way.

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

**Section 1.** The Mayor and City Clerk are authorized to take all steps necessary to execute an amendment to the existing non-exclusive franchise agreement in substantially the form set forth within this ordinance, as approved by the City Attorney, to Unite Private Networks, LLC, a company with a business address of 1511 Baltimore Avenue, 2<sup>nd</sup> Floor, Kansas City, Missouri 64108 and mailing address of 1828 Walnut Street, 6<sup>th</sup> Floor, Kansas City, Missouri, 64108, to provide telecommunication services for its customer Blue Cross and Blue Shield Data Center.

**Section 2.** Contingent upon Unite’s execution of a separate franchise agreement or an amendment to the existing franchise agreement, there shall be granted to Unite a nonexclusive license to construct, maintain, extend and operate its Facilities as set forth in the limited area along the Public Right-of-Way as set forth in the map attached to this Ordinance, which shall be attached and incorporated into the franchise agreement along with the complete plans for the project including description and streets, for the purpose of extending service to Maumelle, which shall be subject to the terms and conditions set forth herein (hereinafter the “Franchise”).

**Section 3.** The Franchise shall afford Unite the right to construct, maintain and operate its Facilities along, across, upon and under the Public Right-of-Way, limited to the area and along such streets and under the terms and conditions as set forth in the franchise agreement and the complete project plans attached thereto and incorporated therein. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct legal use of the

Public Right-of-Way by the City or other utilities, and shall be removed by the franchisee at franchisee's expense when necessary for any public project or improvement.

**Section 4:** That the City of Conway assumes no maintenance responsibility for the permitted use. The City shall not be responsible for damage to the franchisee's equipment or property by the City or by utility (public or franchised private) crews while performing normal maintenance work in the public right-of-way or easements. The City assumes no liability for personal injury or property damages as of a result of the placement of Franchisee's equipment and the applicant shall indemnify and hold the City harmless from actions, claims, costs, damages, and expenses to which the City may be subjected arising out of the placement of franchisee equipment in the public right-of-way.

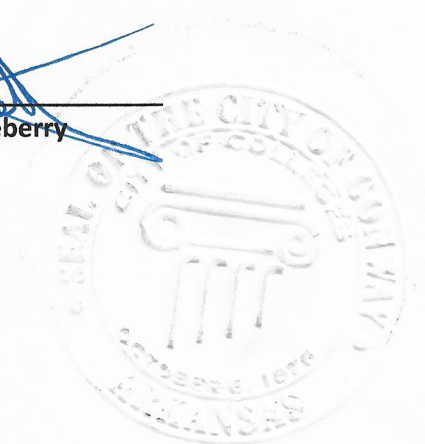
**Section 5:** That upon notice from the Mayor or appropriate city departments (as established by the Mayor), the franchisee shall remove the permitted items from the public right-of-way or easement at their own expense for any public improvement project or if the situation becomes a public nuisance.

**Section 6.** All laws, ordinances, resolutions, and parts of the same that are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

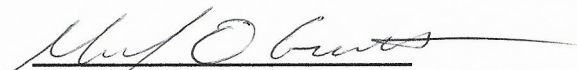
**PASSED** this 8<sup>th</sup> day of November, 2022

**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 8<sup>th</sup> day of November, 2022 same is duly recorded in the minutes of meeting of said Council.

Witness, my hand, and seal of the City of Conway, Arkansas this 17<sup>th</sup> day of November, 2022.

  
**CITY CLERK-TREASURER**

