

RESOLUTION R-86-11

WHEREAS, the City has agreed to participate in the Downtown sidewalk revitalization; and

WHEREAS, a portion has been completed and request for payment has been filed.

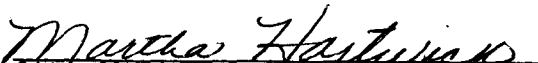
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS:

That the City Council hereby amends the 1986 General Fund Budget and appropriates \$15,114.52 from the General Fund reserves and grants said amount to the Downtown Merchants Group, Inc. for sidewalk revitalization.  
PASSED this 29th day of May, 1986.

APPROVED:

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

## WRECKER FRANCHISE AGREEMENT

This Agreement, made and entered into on this 30th day of April, 1986, by and between the City of Conway, Arkansas, and Jim Smith d/b/a Jim Smith Wrecker Service; WITNESSETH:

1. The term of this franchise shall be one year from May 1, 1986, through April 30, 1987. For and in consideration and subject to the conditions, agreements and provisions of the franchise, the authority, right and privilege is hereby granted to Jim Smith d/b/a Jim Smith Wrecker Service for the above stated period of time to establish, maintain, and operate a wrecker service subject to the rights and privileges specified in Chapter 4.56 of the Conway Municipal Code, over and upon the streets of the City of Conway. The Conway City Council shall have the right to revoke and terminate this franchise at any time for cause in compliance with Chapter 4.56 of the Conway Municipal Code as presently written or hereafter amended.

This franchise agreement is made subject to all provisions of the Conway Municipal Code whether found in Chapter 4.56 or elsewhere and the franchisee shall be bound by each and every provision of this Code, insofar as the same may be applicable to this franchise, as though such provision were herein expressly written and made a part hereof as if set out word for word.

2. This franchise is hereby agreed to grant the exclusive privilege of operating and maintaining a wrecker service to handle all city wrecker service calls and all calls referred by city officers in the performance of their duty.

This franchise shall apply to and inure to the parties hereby and their successors. This franchise shall not be assigned or its privileges sublet, or transferred without the prior consent of the City Council of the City of Conway, Arkansas, by resolution duly passed.

3. Franchisee agrees during the term of this franchise to maintain and replace as necessary all items and equipment whenever necessary to maintain a safe and efficient wrecker service within the City of Conway. Said franchisee shall at all times maintain the equipment required by Chapter 4.56 of the Conway Municipal Code.

4. The City Council shall have authority at all times to establish the rates to be charged by franchisee for wrecker services covered hereunder, and for that purpose, may make such investigation of the books, accounts, business, plant and property of the wrecker service as the City Council may deem necessary or appropriate in the public interest. Rates may be fixed at or changed to different amounts for different classes of service or customers as approved by the City Council. The rates to be charged under the terms of this franchise unless subsequently changed by the action of the City Council are as designated in Chapter 4.56 of the Conway Municipal Code under the Section designated as "Charges".

5. The franchisee and its agents, employees, or servants shall at all times during the period of this agreement comply with all laws of the State of Arkansas, of the United States of America or any of the agencies or departments of either, and all ordinances of the City of Conway in the operation of said franchise.

6. A failure to observe any of the conditions or covenants of this agreement or violation of any of the laws and regulations referred to in the previous paragraph shall be grounds for termination and forfeiture of all rights under this franchise agreement upon proper notice setting forth the causes for said termination or forfeiture.

7. The provisions of this agreement shall be accepted in writing by the franchisee, Jim Smith d/b/a Jim Smith Wrecker Service, and the City of Conway by the execution of this agreement by an authorized agent of the franchisee and by the execution of the Mayor and the City Clerk of the City of Conway, whereupon said agreement shall be deemed to be in full force and effect.

8. Any changes under this agreement whether made by agreement of the parties or unilaterally under the terms of this agreement shall be made by amendment to this agreement or to the ordinances referred to herein upon proper execution by the nexeccary parties hereto.

IN WITNESS WHEREOF, the parties hereunto set their hands on the day and date first above written.

ATTEST:

Martha Hartwick  
City Clerk

Bill Wright  
Mayor

Jim Smith  
Franchisee