

K-83-8A  
RESOLUTION OF COMMENDATIO..

WHEREAS, The City of Conway was in need of making certain improvements at the Locust Avenue Fire Station to relocate offices and upgrade the condition of the station, and

WHEREAS, Members of the Conway Fire Department are skilled craftsmen in the building industry, and

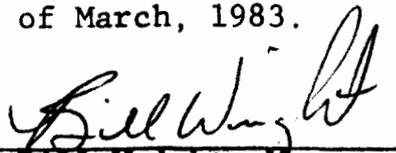
WHEREAS, Members of the Conway Fire Department displayed pride in their department and their City by contributing many manhours to renovate the older facility resulting in a more modern, energy efficient office and truck facility, and

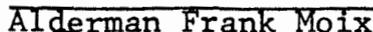
WHEREAS, The efforts of the Fire Department brought about many thousands of dollars in savings to the taxpayers of Conway,

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

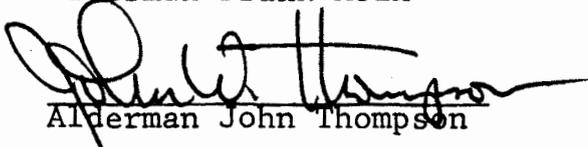
We commend the City of Conway Fire Department firemen and chiefs for their willingness to donate their time and skills to the citizens of Conway and request the citizens of Conway to recognize these efforts by joining with the Council and Mayor in publicly applauding them for their unselfish gesture on behalf of the City of Conway.

PASSED this 22nd day of March, 1983.

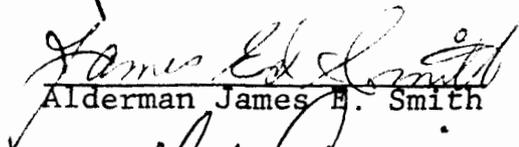
  
Bill Wright, Mayor

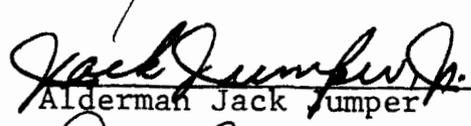
  
Alderman Frank Moix

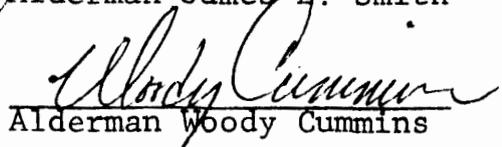
  
Alderman Maurice Moix

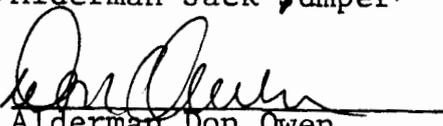
  
Alderman John Thompson

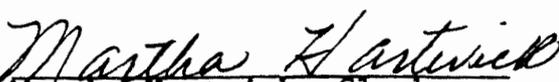
  
Alderman Jack Bell

  
Alderman James E. Smith

  
Alderman Jack Jumper

  
Alderman Woody Cummins

  
Alderman Don Owen

  
Martha Hartwick, Clerk

**CONWAY POLICE DEPARTMENT**

VONNIE G. TAYLOR, Chief

CITY OF CONWAY

Conway, Arkansas 72032

April 13, 1983

To: Mayor Wright

From: Chief Taylor 

Subj: Jim Smith Wrecker Service

As of April 2, 1983, Jim Smith Wrecker Service does have all the proper equipment to meet the qualifications set forth by the City Ordinances. They have two 6 ton wreckers, and one 16 ton wrecker. All the equipment was not installed, but Smith does have all the equipment in his building.

  
Chief Taylor

WRECKER FRANCHISE AGREEMENT

This Agreement, made and entered into on this 14th day of April, 1983, by and between the City of Conway, Arkansas, and Jim Smith d/b/a Smith's Wrecker Service, Witnesseth:

1. The term of this franchise shall be one year from May 1, 1983 through April 30, 1984. For and in consideration of the payment of \$3,250.00, and subject to the conditions, agreement and provisions of the franchise, the authority, right and privilege is hereby granted to Jim Smith d/b/a Smith's 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 franchise shall be bound by each and every provision of this code, insofar as the same may be applicable to this franchise, as though such provisions 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 hereto 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 whatever necessary to maintain a safe and efficient wrecker service within the City of Conway.

Said franchise 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 franchise 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 Smith's 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 necessary parties hereto.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on this 14~~th~~ day of April, 1983.

Bill Wright  
Mayor

Jimmy F Smith  
Franchisee

Attest:

Martha Hartwick  
City Clerk