1	ORDINANCE NO.
2	
3	AN ORDINANCE TO GRANT A FRANCHISE FOR THE USE OF CITY
4	RIGHT-OF-WAY FOR THE PLACEMENT OF RESTAURANT TABLES
5	AND OTHER ITEMS FOR THE EXCLUSIVE USE OF 610 BAR & GRILL,
6	LOCATED AT 610 CENTER STREET; TO REQUIRE THE CREATION OF
7	A PASSAGEWAY CONSISTENT WITH THE AMERICANS WITH
8	DISABILITIES ACT AND ACCEPTABLE TO THE CITY; TO SET THE
9	OTHER TERMS AND CONDITIONS OF THIS FRANCHISE FOR THE
10	FRANCHISEE AND THE ADJACENT PROPERTY OWNER; AND FOR
11	OTHER PURPOSES.
12	
13	WHEREAS, the economic development of the downtown area is in the best interests of the City and the
14	development of a vibrant Commercial District that includes restaurants and other facilities would be beneficial
15	to the City; and,
16	WHEREAS, Ramacoop, LLC, has submitted a Franchise Application dated September 24, 2019, for an
17	outdoor enclosed patio in front of its restaurant located at 610 Center Street, Little Rock, Arkansas 72201.
18	NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY OF
19	LITTLE ROCK, ARKANSAS:
20	Section 1. Pursuant to the conditions set forth in this ordinance, Ramacoop, LLC, at 610 Center Street, in
21	conformity with the drawing attached as Exhibit A to this ordinance, is hereby granted a Franchise to use the
22	City right-of-way in that location subject to the terms and conditions set forth in Section 2.
23	Section 2. The terms and conditions for this franchise are as follows:
24	1. Grant and acceptance of franchise subject to conditions: Subject to the conditions herein
25	stated, the City of Little Rock ("City") hereby grants to Ramacoop, LLC ,and to its successors and
26	assigns, a revocable and conditional franchise to use portions of the City right-of-way on Center Street,
27	adjacent to the real property at 610 Center Street as herein provided and under the conditions stated
28	herein. Ramacoop, LLC, hereby accepts, subject to the conditions stated in this ordinance, the
29	Franchises as described below.
30	2. <u>Franchise Fees</u> : The annual Franchise Fee is equal to $\frac{1}{2}$ of the lease based on the rental per
31	square-foot for the 610 Bar & Grill by the adjoining property owner applied to each square-foot of
32	area within the public right-of-way utilized with this franchise, and shall be paid to the City by January [Page 1 of 5]

1 15<sup>th</sup> of each year this Franchise is in place, or for the first year of this Franchise within thirty (30) days 2 of the passage of the below-mentioned ordinance; on the effective date of this ordinance that amount is 3 Six Hundred Seventy-Two and 67/00 Dollars (\$672.67) per year

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3. Term: The term of the Franchise shall initially be from the date of the passage of this 5 ordinance, and the statutory timeframe for the effective date of Franchises, until December 31, 2020, 6 with the understanding that the Franchise shall automatically renew for one (1)-year periods from 7 January 1<sup>st</sup> to December 31<sup>st</sup>, unless written notice is given by the Franchisee, within forty-five (45) 8 days of the end of a calendar year of the intent not to renew the Franchise. The City reserves the right 9 to terminate this Franchise at any time and for any reason after providing written notice to the 10 franchisee.

11 4. Limitation: The Franchise shall not run with the land and shall not be automatically assumed 12 by any subsequent purchaser or lessor of the property to be known as the 610 Bar & Grill as identified on the effective date of this ordinance. 13

14 5. American Disabilities Act: The area developed by the Franchisee and the adjoining property 15 owners of 610 Center Street shall comply in all respects with the requirements of the Americans with 16 Disabilities Act for passageways, and shall be subject to approval by the City as to design and 17 materials;

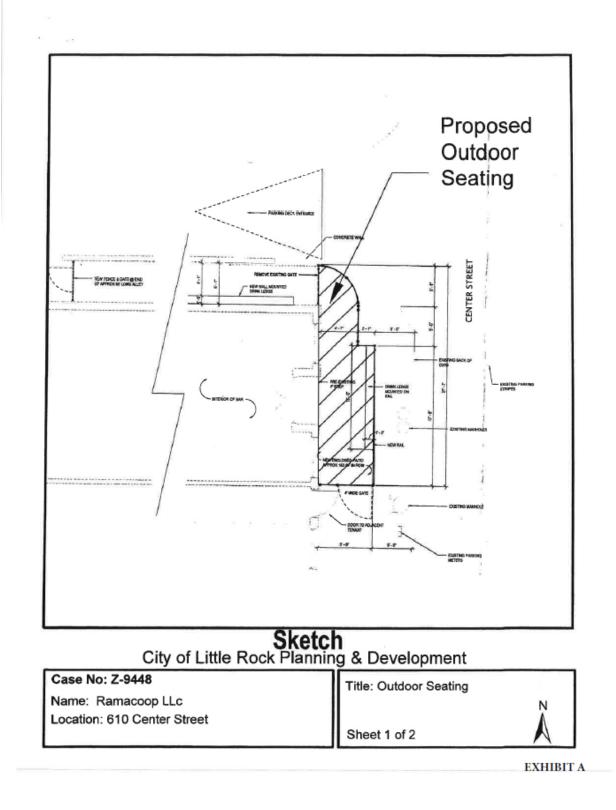
18 6. Utilities: Arkansas One Call (1-800-482-8998) shall be contacted to locate utilities prior to 19 the beginning of any construction or excavation. Any necessary expense involved with utility 20 relocation shall be borne by the Franchisee with no recourse against the City or any utility should 21 utility relocation be required for a public purpose.

22 7. Maintenance: The City assumes no maintenance responsibility for the permitted items. The 23 City shall not be responsible for damage to the items by the City or by utility crews, whether public or franchised private crews, while performing normal maintenance work in the public right-of-way or 24 25 easements. The City assumes no liability for personal injury or property damage as a result of the 26 placement of permitted items and the Franchisee shall indemnify and hold the City harmless from 27 actions, claims, costs, damages, and expenses to which the City may be subjected arising out of the 28 placement of permitted items in the public right-of-way.

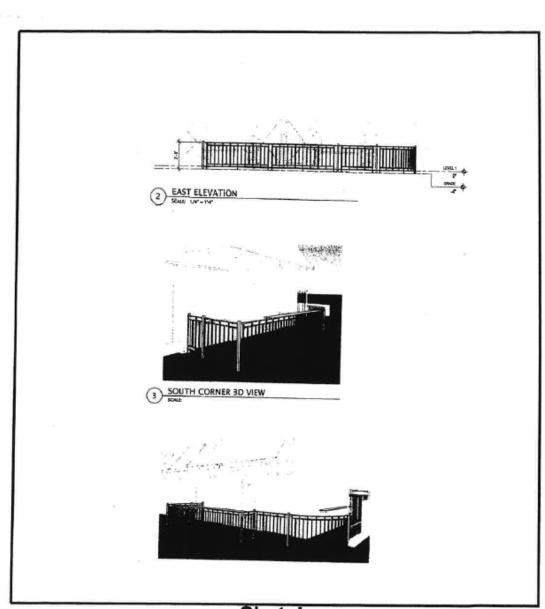
29 8. Termination: At any time that the franchise ends, including if the City determines it is 30 necessary to end this franchise for any public purpose, or because of any change in Federal, State, 31 County, or local law, regulations, ordinances, or requirements of any kind, the Franchise shall cease 32 and all improvements shall be removed, and all necessary repairs to the right-of-way made, at the 33 expense of the Franchisee or the adjacent property owner as quickly as possible after notice, but in no

1	event more than thirty (30) days after such notice unless otherwise expressly agreed to in writing by
2	the City. Ramacoop, LLC, acknowledges that upon notice from the City's Public Works Director,
3	Ramacoop, LLC, will remove the permitted items from the public right-of-way or easements at its own
4	expense for any public improvement project or if the situation becomes a public nuisance.
5	9. <u>Compliance</u> : The structures permitted by this ordinance shall be constructed, operated, used
6	and maintained in compliance with City Codes, Ordinances and Policies, including, without limitation,
7	Building Codes and Utility Relocation Policies, for the life of the Franchise.
8	Section 3. Severability. In the event any section, paragraph, item, sentence, clause, phrase, or word of
9	this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall
10	not affect the remaining portions or the ordinance which shall remain in full force and effect as if the portion so
11	declared or adjudged invalid or unconstitutional was not originally part of the ordinance.
12	Section 4. Repealer. All laws, ordinances, resolutions, or parts of the same, that are inconsistent with the
13	provisions of this ordinance are hereby repealed to the extent of such inconsistency.
14	PASSED: December 3, 2019
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17	$\mathbf{C}_{\mathbf{r}}$
17	Susan Langley, City ClerkFrank Scott, Jr. Mayor
18	APPROVED AS TO LEGAL FORM:
18 19	
18 19 20	APPROVED AS TO LEGAL FORM:
18 19 20 21	APPROVED AS TO LEGAL FORM: Thomas M. Carpenter, City Attorney
18 19 20 21 22	APPROVED AS TO LEGAL FORM: Thomas M. Carpenter, City Attorney //
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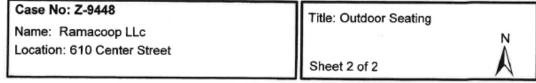
Exhibit A



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## Sketch City of Little Rock Planning & Development



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