1	ORDINANCE NO			
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3	AN ORDINANCE TO GRANT A FRANCHISE TO 300 MAIN, LLC, AND			
4	CRANFORD, JOHNSON, ROBINSON AND WOODS ADVERTISING			
5	AGENCY FOR THE USE OF THE RIGHT-OF-WAY LOCATED AT 300			
6	MAIN STREET FOR AN OUTDOOR MEETING AND WORK AREA; AND			
7	FOR OTHER PURPOSES.			
8				
9	WHEREAS, 300 Main, LLC, owns 300 Main Street, Little Rock, AR. 72201; and,			
10	WHEREAS, the economic development of Main Street is in the best interests of the City; and,			
11	WHEREAS, 300 Main, LLC, has requested the use of a City right-of-way for the placement of a patio			
12	with railings, chairs, and tables for an outdoor meeting place and work area to be used by Cranford, Johnson,			
13	Robinson and Woods (CJRW) Advertising Agency; and,			
14	WHEREAS, the Little Rock Board of Directors desires to grant a franchise to 300 Main, LLC, including			
15	its Lessee.			
16	NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY			
17	OF LITTLE ROCK, ARKANSAS:			
18	Section 1. Pursuant to the conditions set forth in this ordinance, 300 Main, LLC, located at 300 Main			
19	Street, is hereby granted a franchise to use City right-of-way at its location subject to the terms and conditions			
20	0 set forth in Section 2.			
21	Section 2. The terms and conditions for this franchise are as follows:			
22	1. An annual Franchise Fee based upon half of the lease per square-foot rental of CJRW			
23	Advertising Agency as applied to each square-foot of area utilized with this Franchise. The			
24	Franchise Fee shall be paid to the City by January 15 th of each year the Franchise is in place, or			
25	for the first year of this Franchise within thirty (30) days of the passage of this ordinance. The			
26	amount of the Franchise Fee is One Thousand, Eight Hundred Twenty-Five Dollars (\$1,825.00)			
27	per year; and,			
28	2. The area developed and or used by the Franchisee shall comply in all respects with the			
29	requirements of the Americans with Disability Act for passageways, and shall be subject to			
30	approval by the City as to design and materials; and,			
31	3. The term of the Franchise shall initially be from the date of the passage of this ordinance, and			
32	the statutory time frame for the effective date of Franchises, until December 31, 2022, with the			
33	understanding that the Franchise shall automatically renew for one (1)-year periods from			

1	January 1st to December 31st, unless written notice is given by the City, the Franchisee, within			
2		forty-five (45) days of the end of a ca	lendar year of the intent not to renew the Franchise;	
3	4.	The Franchise shall not run with th	e land and shall not be automatically assumed by any	
4		subsequent purchaser or lessor of the	property to be known as 300 Main, LLC, as identified on	
5		the effective date of this ordinance;		
6	5.	At any time that the Franchise ends, i	ncluding if the City determines it is necessary to end this	
7		Franchise for any public purpose, or	because of any change in Federal, State, County or local,	
8		law, regulations, ordinances, or requ	irements of any kind, the Franchise shall cease and all	
9	improvements shall be removed, and all necessary repairs to the right-of-way made, at the			
10	expense of the Franchisee or the adjacent property owner as quickly as possible after notice, but			
11	in no event more than thirty (30) days after such notice unless otherwise expressly agreed to in			
12	writing by the City.			
13	Section 3. The City Manager is hereby authorized to execute the Franchise Agreement in a form to be			
14	approved by the City Attorney.			
15	Section 4. This ordinance shall be in full force and effect from and after its passage.			
16	Section 5. Severability. In the event any section, paragraph, item, sentence, clause, phrase, or word of			
17	this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall			
18	not affect the remaining portions or the ordinance which shall remain in full force and effect as if the portion so			
19	declared or adjudged invalid or unconstitutional was not originally part of the ordinance.			
20	Section 6. Repealer. All laws, ordinances, resolutions, or parts of the same that are inconsistent with the			
21	provisions of this ordinance are hereby repealed to the extent of such inconsistency.			
22	PASSE	D: May 4, 2021		
23	ATTES	Т:	APPROVED:	
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25				
26		angley, City Clerk	Frank Scott, Jr., Mayor	
27	APPRO	VED AS TO LEGAL FORM:		
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29 30	Thomas	M. Carpenter, City Attorney		
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