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 THREE FOLD
6	NOODLES + DUMPLING COMPANY, LOCATED AT 611 MAIN STREET;
7	TO REQUIRE THE CREATION OF A PASSAGEWAY CONSISTENT
8	WITH THE AMERICANS WITH DISABILITIES ACT AND
9	ACCEPTABLE TO THE CITY AS A PART OF THIS FRANCHISE
10	AGREEMENT; TO SET THE OTHER TERMS AND CONDITIONS OF
11	THIS FRANCHISE FOR THE FRANCHISEE AND THE ADJACENT
12	PROPERTY OWNER; AND FOR OTHER PURPOSES.
13	
14	WHEREAS, the economic development of South Main Street is in the best interests of the City, and
15	the development of a vibrant Commercial District that includes restaurants and other facilities would be
16	beneficial to the City; and,
17	WHEREAS, a proposed development has suggested the use of City right-of-way for the placement of
18	customer tables for the exclusive use of Three Fold Noodles + Dumpling Company;
19	NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY
20	OF LITTLE ROCK, ARKANSAS:
21	Section 1. Pursuant to the conditions set forth in this ordinance, Three Fold Noodles + Dumpling
22	Company, and the adjoining property owner, in conformity with the drawing attached as Exhibit A to this
23	ordinance, is hereby granted a franchise to use City right-of-way in that location subject to the terms and
24	conditions set forth in Section 2.
25	<b>Section 2.</b> The terms and conditions for this franchise are as follows:
26	1. An annual Franchise Fee is based upon ½ the rental per square-foot for Three Fold Noodles
27	+ Dumpling Company by the adjoining property owner, shall be applied to each square-
28	foot of area utilized with this franchise, and shall be paid to the City by January 15th of
29	each year the franchise is in place or, for the first year of this franchise, shall be paid within
30	thirty (30) days of the passage of this ordinance; on the effective date of this ordinance that
31	amount is Two Thousand, Eight Hundred Seventy Dollars (\$2,870.00) per year;
32	2. The area developed by the franchisee and the adjoining property owners of 615 Main, LLC,
33	shall comply in all respects with the requirements of the Americans with Disability Act for

passageways, and shall be subject to approval by the City as to design and materials;

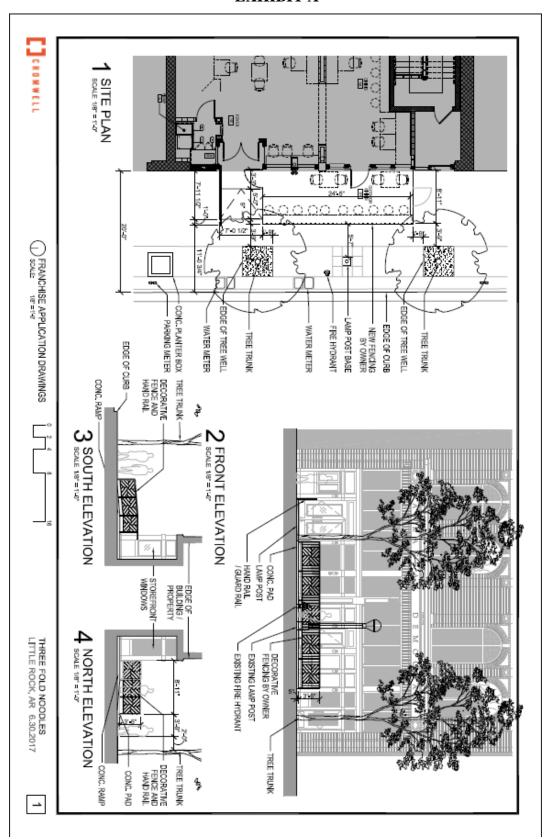
34

1 3. The initial term of the franchise shall be from the date of the passage of this ordinance, and 2 the statutory time frame for the effective date of franchises, until December 31, 2018, with 3 the understanding that the franchise shall automatically renew for one-year periods from 4 January 1<sup>st</sup> to December 31<sup>st</sup>, unless written notice is given by the City, the franchisee, or 5 the adjacent property owner within forty-five (45) days of the end of a calendar year of the 6 intent not to renew the franchise; 7 4. The franchise shall not run with the land and shall not be automatically assumed by any 8 subsequent purchaser or lessor of the property to be known as Three Fold Noodles + 9 Dumpling Company as identified on the effective date of this ordinance; 10 5. Any necessary expense involved with utility relocation shall be borne by the franchisee or 11 the adjacent property owner with no recourse against the City or any utility should utility 12 relocation be required for a public purpose; 13 6. At any time that the franchise ends, including if the City determines it is necessary to end 14 this franchise for any public purpose, or because of any change in Federal, State, County, 15 or local law, regulations, ordinances, or requirements of any kind, the franchise shall cease 16 and all improvements shall be removed, and all necessary repairs to the right-of-way made, 17 at the expense of the franchisee or the adjacent property owner as quickly as possible after 18 notice, but in no event more than thirty (30) days after such notice unless otherwise 19 expressly agreed to in writing by the City. 20 **Section 3.** Severability. In the event any title, section, paragraph, item, sentence, clause, phrase or 21 word of this ordinance is declared or adjudged to be invalid or unconstitutional such declaration or 22 adjudication shall not affect the remaining portions of the ordinance which shall remain in full force and 23 effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the 24 ordinance. 25 Section 4. Repealer. All laws, ordinances, resolutions, and parts of the same that are inconsistent with 26 the provisions of this ordinance are hereby repealed to the extent of such inconsistency. 27 PASSED: August 1, 2017 28 ATTEST: APPROVED: 29 30 Susan Langley, City Clerk Mark Stodola, Mayor 31 32 APPROVED AS TO LEGAL FORM: 33 34

35

Thomas M. Carpenter, City Attorney

## **EXHIBIT A**



[Page 3 of 3]