

1 amount of \$0.004 per minute for toll calls charged to a service address within the corporate
2 limits of the City of Little Rock, Arkansas. The provider of Long Distance
3 Telecommunication Services shall be responsible for assuring that this fee is paid to the
4 City. This fee is levied as a Franchise Fee and shall be collected by the provider of Long
5 Distance Telecommunication Services in accordance with Arkansas State Law.

6 **Section 2.** An additional condition of this franchise is that any removal of trees, or underbrush, of
7 any kind, to maintain the integrity of utility lines shall be done without the use of any toxic substance or
8 poison, and instead cutting trees, or mowing or other such means shall be the only means to remove
9 underbrush.

10 **Section 3.** Payments to the City by companies providing Long Distance Telecommunication Services
11 in accordance with the franchise fee imposed herein shall be made monthly within thirty (30) days of the
12 end of each month commencing January 1, 2026.

13 **Section 4.** The City reserves the right to perform any necessary public works or make any necessary
14 public improvements to the City's rights-of-way or airways (to the extent airways are related to facilities
15 attached to or between poles) during the term of this Agreement. If, as a result of any action by the City,
16 or by any action authorized by the City for the benefit of the public good, relocation of any of the Company's
17 conduit or other facilities is required, such relocation shall be accomplished at the sole expense of the
18 Company. Nothing in this Franchise shall be deemed a waiver of the City's right to require the Company
19 to comply with all applicable zoning and other applicable regulatory ordinances or to pay any reasonable
20 permit fees or to seek appropriate authorizations from the Company to perform any work in connection
21 with the Franchise. Should the City close, eliminate, or discontinue use of any public street during the term
22 of this Franchise, or any renewal term, this Franchise shall cease with respect to such streets upon the date
23 of final action by the City with respect to the closure, elimination or discontinuance of such streets.

24 **Section 5. *Effective Date.*** Because an ordinance of this nature remains in effect until abandoned, and
25 in light of the language of the current Section 1 of this ordinance, it is noted that the Franchise Fees set
26 forth in Section 1 of this ordinance shall be in full force and on January 1, 2026.

27 **Section 6. *Severability.*** In the event any title, section, paragraph, item, sentence, clause, phrase, or
28 word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or
29 adjudication shall not affect the remaining portions of the ordinance which shall remain in full force and
30 effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the
31 ordinance.

32 **Section 7. *Repealer.*** All ordinances and parts of ordinances that conflict herewith are hereby repealed;
33 provided, however, only to the extent that the same are in direct conflict herewith. Except as provided,
34 nothing herein shall be construed to alter or change the terms or conditions of the present franchise under

which the providers of Long Distance Telecommunication Services are operating, pursuant to Ordinance No. 15,706 (July 5, 19889) and Ordinance No. 15,729 (August 1, 1989).

PASSED: October 6, 2025

ATTEST:

APPROVED:

Allison Segars, City Clerk

Frank Scott, Jr., Mayor

APPROVED AS TO LEGAL FORM:

Thomas M. Carpenter, City Attorney

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