ORDINANCE NO. ______________

AN ORDINANCE TO GRANT A FRANCHISE TO 300 MAIN, LLC, AND CRANFORD, JOHNSON, ROBINSON AND WOODS ADVERTISING AGENCY FOR THE USE OF THE RIGHT-OF-WAY LOCATED AT 300 MAIN STREET FOR AN OUTDOOR MEETING AND WORK AREA; AND FOR OTHER PURPOSES.

WHEREAS, 300 Main, LLC, owns 300 Main Street, Little Rock, AR. 72201; and,

WHEREAS, the economic development of Main Street is in the best interests of the City; and,

WHEREAS, 300 Main, LLC, has requested the use of a City right-of-way for the placement of a patio with railings, chairs, and tables for an outdoor meeting place and work area to be used by Cranford, Johnson, Robinson and Woods (CJRW) Advertising Agency; and,

WHEREAS, the Little Rock Board of Directors desires to grant a franchise to 300 Main, LLC, including its Lessee.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY OF LITTLE ROCK, ARKANSAS:

Section 1. Pursuant to the conditions set forth in this ordinance, 300 Main, LLC, located at 300 Main Street, is hereby granted a franchise to use City right-of-way at its location subject to the terms and conditions set forth in Section 2.

Section 2. The terms and conditions for this franchise are as follows:

1. An annual Franchise Fee based upon half of the lease per square-foot rental of CJRW Advertising Agency as applied to each square-foot of area utilized with this Franchise. The Franchise Fee shall be paid to the City by January 15th of each year the Franchise is in place, or for the first year of this Franchise within thirty (30) days of the passage of this ordinance. The amount of the Franchise Fee is One Thousand, Eight Hundred Twenty-Five Dollars ($1,825.00) per year; and,

2. The area developed and or used by the Franchisee 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; and,

3. The term of the Franchise shall initially be from the date of the passage of this ordinance, and the statutory time frame for the effective date of Franchises, until December 31, 2022, with the understanding that the Franchise shall automatically renew for one (1)-year periods from
January 1\textsuperscript{st} to December 31\textsuperscript{st}, unless written notice is given by the City, the Franchisee, within forty-five (45) days of the end of a calendar year of the intent not to renew the Franchise;

4. The Franchise shall not run with the land and shall not be automatically assumed by any subsequent purchaser or lessor of the property to be known as 300 Main, LLC, as identified on the effective date of this ordinance;

5. At any time that the Franchise ends, including if the City determines it is necessary to end this Franchise for any public purpose, or because of any change in Federal, State, County or local, law, regulations, ordinances, or requirements of any kind, the Franchise shall cease and all improvements shall be removed, and all necessary repairs to the right-of-way made, at the expense of the Franchisee or the adjacent property owner as quickly as possible after notice, but in no event more than thirty (30) days after such notice unless otherwise expressly agreed to in writing by the City.

Section 3. The City Manager is hereby authorized to execute the Franchise Agreement in a form to be approved by the City Attorney.

Section 4. This ordinance shall be in full force and effect from and after its passage.

Section 5. Severability. In the event any section, paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions or the ordinance which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally part of the ordinance.

Section 6. Repealer. All laws, ordinances, resolutions, or parts of the same that are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

PASSED: May 4, 2021

ATTEST: 

____________________________________  
Susan Langley, City Clerk

APPROVED: 

_____________________________________  
Frank Scott, Jr., Mayor

APPROVED AS TO LEGAL FORM:

____________________________________ 
Thomas M. Carpenter, City Attorney