



1 limits of the City of Little Rock, Arkansas. The provider of Long Distance  
2 Telecommunication Services shall be responsible for assuring that this fee is paid to the  
3 City. This fee is levied as a Franchise Fee and shall be collected by the provider of Long  
4 Distance Telecommunication Services in accordance with Arkansas State Law.

5 **Section 2.** Payments to the City by companies providing Long Distance Telecommunication Services  
6 in accordance with the franchise fee imposed herein shall be made monthly within thirty (30) days of the  
7 end of each month commencing January 1, 2024.

8 **Section 3.** The City reserves the right to perform any necessary public works or make any necessary  
9 public improvements to the City's rights-of-way or airways (to the extent airways are related to facilities  
10 attached to or between poles) during the term of this Agreement. If, as a result of any action by the City,  
11 or by any action authorized by the City for the benefit of the public good, relocation of any of the Company's  
12 conduit or other facilities is required, such relocation shall be accomplished at the sole expense of the  
13 Company. Nothing in this Franchise shall be deemed a waiver of the City's right to require the Company  
14 to comply with all applicable zoning and other applicable regulatory ordinances or to pay any reasonable  
15 permit fees or to seek appropriate authorizations from the Company to perform any work in connection  
16 with the Franchise. Should the City close, eliminate, or discontinue use of any public street during the term  
17 of this Franchise, or any renewal term, this Franchise shall cease with respect to such streets upon the date  
18 of final action by the City with respect to the closure, elimination or discontinuance of such streets.

19 **Section 4. *Effective Date.*** Because an ordinance of this nature remains in effect until abandoned, and  
20 in light of the language of the current Section 1 of this ordinance, it is noted that the Franchise Fees set  
21 forth in Section 1 of this ordinance shall be in full force and on January 1, 2024.

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

27 **Section 6. *Repealer.*** All ordinances and parts of ordinances that conflict herewith are hereby repealed;  
28 provided, however, only to the extent that the same are in direct conflict herewith. Except as provided,  
29 nothing herein shall be construed to alter or change the terms or conditions of the present franchise under  
30 which the providers of Long Distance Telecommunication Services are operating, pursuant to Ordinance  
31 No. 15,706 (July 5, 19889) and Ordinance No. 15,729 (August 1, 1989).

32 **PASSED: January 9, 2024**

33 **ATTEST:**

**APPROVED:**

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**Susan Langley, City Clerk**

\_\_\_\_\_ **Frank Scott, Jr., Mayor**

1 **APPROVED AS TO LEGAL FORM:**

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4 **Thomas M. Carpenter, City Attorney**

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