

1 15th of each year this Franchise is in place, or for the first year of this Franchise within thirty (30) days
2 of the passage of the below-mentioned ordinance; on the effective date of this ordinance that amount is
3 Six Hundred Seventy-Two and 67/100 Dollars (\$672.67) per year

4 3. Term: The term of the Franchise shall initially be from the date of the passage of this
5 ordinance, and the statutory timeframe for the effective date of Franchises, until December 31, 2020,
6 with the understanding that the Franchise shall automatically renew for one (1)-year periods from
7 January 1st to December 31st, unless written notice is given by the Franchisee, within forty-five (45)
8 days of the end of a calendar year of the intent not to renew the Franchise. The City reserves the right
9 to terminate this Franchise at any time and for any reason after providing written notice to the
10 franchisee.

11 4. Limitation: The Franchise shall not run with the land and shall not be automatically assumed
12 by any subsequent purchaser or lessor of the property to be known as the 610 Bar & Grill as identified
13 on the effective date of this ordinance.

14 5. American Disabilities Act: The area developed by the Franchisee and the adjoining property
15 owners of 610 Center Street shall comply in all respects with the requirements of the Americans with
16 Disabilities Act for passageways, and shall be subject to approval by the City as to design and
17 materials;

18 6. Utilities: Arkansas One Call (1-800-482-8998) shall be contacted to locate utilities prior to
19 the beginning of any construction or excavation. Any necessary expense involved with utility
20 relocation shall be borne by the Franchisee with no recourse against the City or any utility should
21 utility relocation be required for a public purpose.

22 7. Maintenance: The City assumes no maintenance responsibility for the permitted items. The
23 City shall not be responsible for damage to the items by the City or by utility crews, whether public or
24 franchised private crews, while performing normal maintenance work in the public right-of-way or
25 easements. The City assumes no liability for personal injury or property damage as a result of the
26 placement of permitted items and the Franchisee shall indemnify and hold the City harmless from
27 actions, claims, costs, damages, and expenses to which the City may be subjected arising out of the
28 placement of permitted items in the public right-of-way.

29 8. Termination: At any time that the franchise ends, including if the City determines it is
30 necessary to end this franchise for any public purpose, or because of any change in Federal, State,
31 County, or local law, regulations, ordinances, or requirements of any kind, the Franchise shall cease
32 and all improvements shall be removed, and all necessary repairs to the right-of-way made, at the
33 expense of the Franchisee or the adjacent property owner as quickly as possible after notice, but in no

1 event more than thirty (30) days after such notice unless otherwise expressly agreed to in writing by
2 the City. Ramacoop, LLC, acknowledges that upon notice from the City’s Public Works Director,
3 Ramacoop, LLC, will remove the permitted items from the public right-of-way or easements at its own
4 expense for any public improvement project or if the situation becomes a public nuisance.

5 9. Compliance: The structures permitted by this ordinance shall be constructed, operated, used
6 and maintained in compliance with City Codes, Ordinances and Policies, including, without limitation,
7 Building Codes and Utility Relocation Policies, for the life of the Franchise.

8 **Section 3. Severability.** In the event any section, paragraph, item, sentence, clause, phrase, or word of
9 this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall
10 not affect the remaining portions or the ordinance which shall remain in full force and effect as if the portion so
11 declared or adjudged invalid or unconstitutional was not originally part of the ordinance.

12 **Section 4. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with the
13 provisions of this ordinance are hereby repealed to the extent of such inconsistency.

14 **PASSED: December 3, 2019**

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16 _____
17 **Susan Langley, City Clerk**

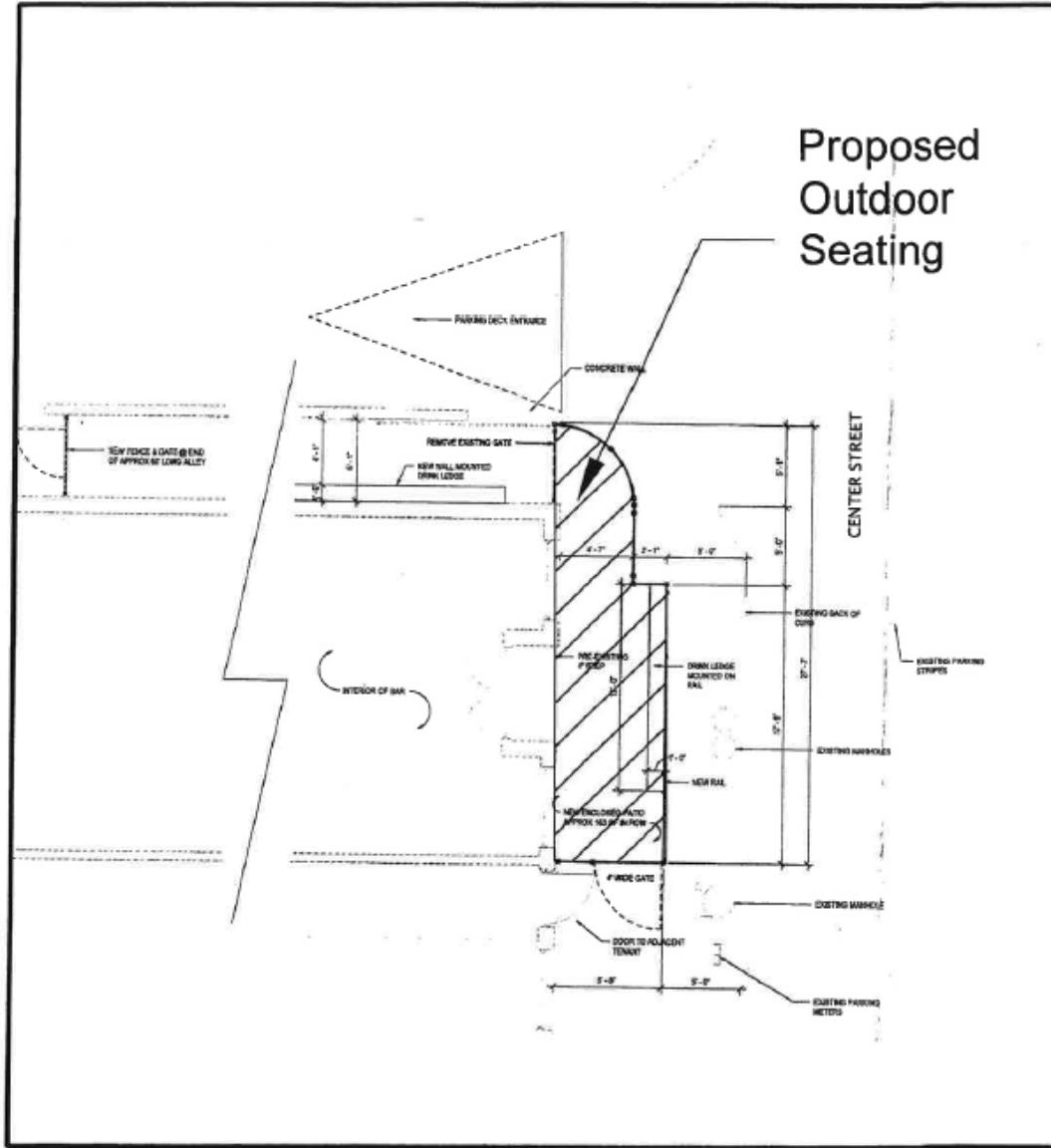
16 _____
17 **Frank Scott, Jr. Mayor**

18 **APPROVED AS TO LEGAL FORM:**

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

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Exhibit A



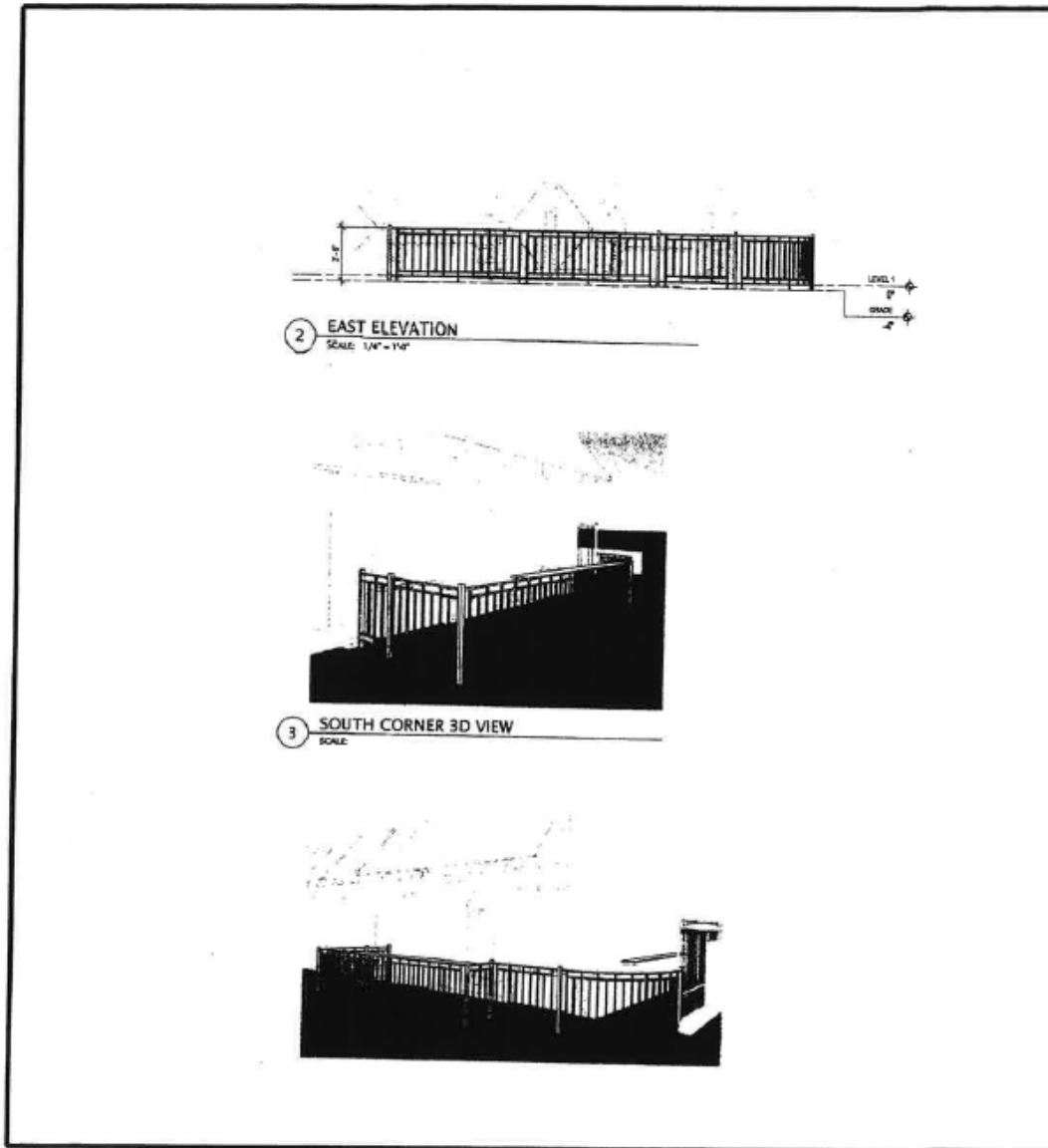
Proposed Outdoor Seating

Sketch

City of Little Rock Planning & Development

Case No: Z-9448	Title: Outdoor Seating
Name: Ramacoop LLC	
Location: 610 Center Street	
Sheet 1 of 2	

EXHIBIT A



Sketch

City of Little Rock Planning & Development

Case No: Z-9448

Name: Ramacoop LLC

Location: 610 Center Street

Title: Outdoor Seating

Sheet 2 of 2

