1	ORDINANCE NO		
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3	AN ORDINANCE TO GRANT A FRANCHISE TO FOURTEEN 24 ON		
4	MAIN, LLC, FOR THE USE OF THE RIGHT-OF-WAY LOCATED AT 1424		
5	SOUTH MAIN STREET, SUITE 101, LITTLE ROCK, ARKANSAS, FOR AN		
6	OUTDOOR DINING AREA; AND FOR OTHER PURPOSES.		
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8	WHEREAS, Fourteen 24 on Main, LLC, owns 1424 South Main Street, Suite 101, Little Rock,		
9	Arkansas, 72201; and,		
10	WHEREAS, the economic development of South Main Street is in the best interests of the City of Little		
11	Rock, Arkansas (City); and,		
12	WHEREAS, Fourteen 24 on Main, LLC, has requested the use of a City right-of-way in order to erect		
13	railing and a gate and the placement of tables and chairs in front of 1424 South Main Street, Suite 101, for an		
14	outdoor dining area; and,		
15	WHEREAS, the Little Rock Board of Directors desires to grant a Franchise to Fourteen 24 on Main,		
16	LLC.		
17	NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY		
18	OF LITTLE ROCK, ARKANSAS:		
19	Section 1. Pursuant to the conditions set forth in this ordinance, Fourteen 24 on Main, LLC, located at		
20	1424 South Main Street, Suite 101, is hereby granted a franchise to use City right-of-way at its location		
21	subject to the terms and conditions set forth in Section 2.		
22	Section 2. Pursuant to the conditions set forth in this ordinance, Fourteen 24 on Main, LLC, at 1424		
23	South Main Street, in conformity with the drawing attached as Exhibit A to this ordinance, is hereby granted a		
24	Franchise to use the City right-of-way at 1424 South Main Street, Suite 101, subject to the terms and		
25	conditions set forth in this Section 2.		
26	1. Grant and Acceptance of Franchise Subject to Conditions. Subject to the conditions stated herein,		
27	the City of Little Rock, Arkansas ("City"), hereby grants to Fourteen 24 on Main, LLC, and to its		
28	successors and assigns, a revocable and conditional franchise to use portions of the City right-of-		
29	way on South Main Street adjacent to the real property at 1424 South Main Street, Suite 101, as		
30	provided herein and under the conditions stated herein. Fourteen 24 on Main, LLC, hereby accepts,		
31	subject to the conditions stated in this ordinance, the Franchises as described below.		
32	2. <u>Franchise Fees</u> . The annual Franchise Fee is equal to ½ of the lease based on the rental per square-		
33	foot for the real property at 1424 South Main Street, Suite 101, as applied to each square-foot of		

- area within the public right-of-way 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 Three
 Hundred Twenty-Eight Dollars (\$328.00) per year.
- American Disabilities Act. The area developed and or used by the Franchisee shall comply in all
 respects with the requirements of the Americans with Disabilities Act for passageways and shall be
 subject to approval by the City as to design and materials.
- 3. <u>Term.</u> 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, 2024, with the understanding that the Franchise shall automatically renew for one (1)-year periods from January 1st to December 31st, unless written notice is given by the City to the Franchisee of the intent not to renew the Franchise. Any such notice shall be given within forty-five (45) days of the end of a calendar year. The City reserves the right to terminate this Franchise at any time and for any reason after providing written notice to the Franchisee.
- 4. <u>Limitation</u>. 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 Fourteen 24 on Main, LLC, as identified on the effective date of this ordinance.
- 18 5. <u>Termination</u>. At any time that the Franchise ends, including if the City determines it is necessary 19 to end this Franchise for any public purpose or because of any change in Federal, State, County, or 20 Local Law, regulations, ordinances or requirements of any kind, the Franchise shall cease, all 21 improvements shall be removed, and all necessary repairs to the right-of-way made shall be made 22 at the expense of the Franchisee or of the adjacent property owner as quickly as possible after 23 notice, but in no event more than thirty (30) days after such notice unless otherwise expressly 24 agreed to in writing by the City. Fourteen 24 on Main, LLC, acknowledges that upon notice form 25 the City's Public Works Director, Fourteen 24 on Main, LLC, will remove the permitted items from the public right-of-way or easements at its own expense for any public improvement project 26 27 or if the situation becomes a public nuisance.
 - 6. <u>Compliance</u>. The structures permitted by this ordinance shall be constructed, operated, used and maintained in compliance with City Codes, ordinances, and polices, including, without limitation, Building Codes and Utility Relocation Policies, for the life of the Franchise.

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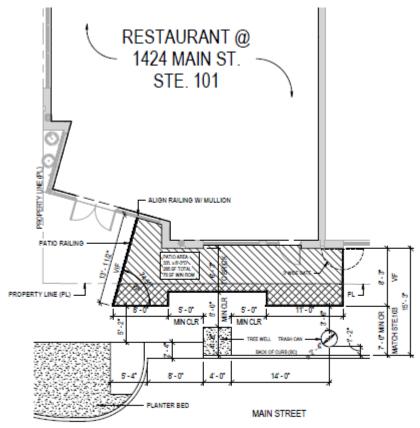
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- Section 3. The City Manager is hereby authorized to execute the Franchise Agreement in a form to be approved by the City Attorney.
- Section 4. *Severability*. In the event any section, paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall

no	not affect the remaining portions or the ordinance, which shall remain in full force and effect as if the portion		
so	so declared or adjudged invalid or unconstitutional was not originally part of the ordinance.		
	Section 5. Repealer. All laws, ordinances, resolutions, or parts of the same that are inconsistent with the		
pro	provisions of this ordinance are hereby repealed to the extent of such inconsistency.		
P	ASSED: July 2, 2024		
\mathbf{A}^{r}	ITEST:	APPROVED:	
Su	ısan Langley, City Clerk	Frank Scott, Jr., Mayor	
Al	PPROVED AS TO LEGAL FORM:		
- Tł	nomas M. Carpenter, City Attorney		
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1 Exhibit A





GC TO VERIFY ALL
DIMENSIONS WI
EXISTING CONDITIONS IN
THE FIELD PRIOR TO
CONSTRUCTION OF
PATIO RAILINGS.
MAINTAINT ALL REO'D
MINIMUM DISTANCES

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