

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 Telecommunications 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 Telecommunications Services in accordance with Arkansas law.

6 **Section 2.** Payments to the City by companies providing Long Distance Telecommunications Services
7 in accordance with the Franchise Fee imposed herein shall be made monthly within thirty (30) days of the
8 end of each month commencing January 1, 2017.

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

20 **Section 4.** All ordinances and parts of ordinances that conflict herewith are hereby repealed; provided,
21 however, only to the extent that the same are in direct conflict herewith. Except as provided, nothing herein
22 shall be construed to alter or change the terms or conditions of the present franchise under which the
23 providers of long distance telecommunications services are operating, pursuant to Ordinance No. 15,706
24 and Ordinance No. 15,729.

25 **Section 8. *Effective Date.*** Because an ordinance of this nature remains in effect until abandoned, and
26 in light of the language of the current Section 1 of this ordinance, it is noted that the Franchise Fees set
27 forth in Section 1 of this ordinance shall be in full force and on January 1, 2017.

28 **PASSED: December 13, 2016**

29 **ATTEST:**

APPROVED:

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31 _____
32 **Susan Langley, City Clerk**

_____ **Mark Stodola, Mayor**

1 **APPROVED AS TO LEGAL FORM:**

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

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