1	ORDINANCE NO.			
2				
3	AN ORDINANCE TO GRANT A FRANCHISE FOR THE USE OF CITY			
4	RIGHT-OF-WAY FOR THE PLACEMENT OF RESTAURANT TABLES			
5	AND OTHER ITEMS FOR THE EXCLUSIVE USE OF RADUNO BRICK			
6	OVEN AT 1318 SOUTH MAIN STRTEET; TO REQUIRE THE CREATION			
7	OF A PASSAGEWAY CONSISTENT WITH THE AMERICANS WITH			
8	DISABILITIES AND ACCEPTABLE TO THE CITY AS A PART OF THIS			
9	FRANCHISE AGREEMENT; TO SET THE OTHER TERMS AND			
10	CONDITIONS OF THIS FRANCHISE FOR THE FRANCHISEE AND THE			
11	ADJACENT PROPERTY OWNER; AND FOR OTHER PURPOSES.			
12				
13	WHEREAS, the economic development of South Main Street is in the best interests of the City, and			
14	the development of a vibrant Commercial District that includes restaurants and other facilities would be			
15	beneficial to the City; and,			
16	WHEREAS, a proposed development has suggested the use of City right-of-way for the placement of			
17	customer tables for the exclusive use of Raduno Brick Oven, and the further elimination of two (2) City			
18	parking places for a new passageway that is compliant with the Americans with Disabilities Act has been			
19	requested; and,			
20	WHEREAS, there has been no previous request for a franchise agreement of this nature that involves			
21	an entire sidewalk area and parking spaces;			
22	NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY			
23	OF LITTLE ROCK, ARKANSAS:			
24	Section 1. Pursuant to the conditions set forth in this Ordinance, Raduno Brick Oven, located at 1318			
25	South Main Street, and the adjoining property owner, in conformity with the drawing attached as Exhibit			
26				
27	terms and conditions set forth in Section 2.			
28 20	Section 2. The terms and conditions for this franchise are as follows:			
29 30	1. An annual franchise fee equal to the lease is based upon ¹ / ₂ the rental per square-foot for Raduno Brick Over by the adjoining property evener shall be applied to each square foot of error utilized			
30 31	Brick Oven by the adjoining property owner shall be applied to each square foot of area utilized with this franchise, and shall be to the City paid by January 15 th of each year the franchise is in			
32	place, or for the first year of this franchise within thirty (30) days of the passage of this			
33	ordinance; on the effective date of this ordinance that amount is \$1,200.00 per year;			
	······································			

- In addition to the annual franchise fee, an amount equal to the annual cost of a loading zone
 shall be assessed on each parking place removed from the abutting portion of South Main Street
 by this franchisee for the purpose of creating an ADA passageway to replace the one taken by
 the public right-of-way to be granted in this franchise;
- 5 3. The area developed by the franchisee and the adjoining property owners of 1318 South Main
 6 Street shall comply in all respects with the requirements of the Americans with Disability Act
 7 for passageways, and shall be subject to approval by the City as to design and materials;
- 4. 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, 2018, with the
 understanding that the franchise shall automatically renew for one year periods from January
 11
 1st to December 31st, unless written notice is given by the City, the franchisee, or the adjacent
 property owner within forty-five (45) days of the end of a calendar year of the intent not to
 renew the franchise;
- 5. 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 Raduno Brick Oven as identified
 on the effective date of this ordinance;
- Any necessary expense involved with utility relocation shall be borne by the franchisee or the
 adjacent property owner with no recourse against the City or any utility should utility relocation
 be required for a public purpose;
- 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. *Severability*. In the event any title, 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 of the ordinance which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the ordinance.
- 32 Section 5. *Repealer*. All laws, ordinances, resolutions, and parts of the same that are inconsistent with 33 the provisions of this ordinance are hereby repealed to the extent of such inconsistency.
- 34 **PASSED: February 2, 2016**

1	ATTEST:	APPROVED:	
2			
3 4	Susan Langley, City Clerk	Mark Stodola, Mayor	
5	APPROVED AS TO LEGAL FORM:		
6			
7 8	Thomas M. Carpenter, City Attorney		
9	 		
10	//		
11	//		
12	//		
13	//		
14	//		
15	//		
16	//		
17	//		
18	//		
19	//		
20	//		
21	//		
22	//		
23	//		
24	//		
25	//		
26	//		
27	//		
28	//		
29	//		
30	//		
31	//		
32	//		
33	//		
34	//		
35	//		