ORDINANCE NO. ________

AN ORDINANCE TO GRANT A FRANCHISE FOR THE USE OF CITY RIGHT-OF-WAY FOR THE PLACEMENT OF RESTAURANT TABLES AND OTHER ITEMS FOR THE EXCLUSIVE USE OF RADUNO BRICK OVEN AT 1318 SOUTH MAIN STREET; TO REQUIRE THE CREATION OF A PASSAGEWAY CONSISTENT WITH THE AMERICANS WITH DISABILITIES AND ACCEPTABLE TO THE CITY AS A PART OF THIS FRANCHISE AGREEMENT; TO SET THE OTHER TERMS AND CONDITIONS OF THIS FRANCHISE FOR THE FRANCHISEE AND THE ADJACENT PROPERTY OWNER; AND FOR OTHER PURPOSES.

WHEREAS, the economic development of South Main Street is in the best interests of the City, and the development of a vibrant Commercial District that includes restaurants and other facilities would be beneficial to the City; and,

WHEREAS, a proposed development has suggested the use of City right-of-way for the placement of customer tables for the exclusive use of Raduno Brick Oven, and the further elimination of two (2) City parking places for a new passageway that is compliant with the Americans with Disabilities Act has been requested; and,

WHEREAS, there has been no previous request for a franchise agreement of this nature that involves an entire sidewalk area and parking spaces;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY OF LITTLE ROCK, ARKANSAS:

Section 1. Pursuant to the conditions set forth in this Ordinance, Raduno Brick Oven, located at 1318 South Main Street, and the adjoining property owner, in conformity with the drawing attached as Exhibit A to this ordinance, is hereby granted a franchise to use City right-of-way in that location subject to the terms and conditions set forth in Section 2.

Section 2. The terms and conditions for this franchise are as follows:

1. An annual franchise fee equal to the lease is based upon ½ the rental per square-foot for Raduno 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\textsuperscript{th} 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; on the effective date of this ordinance that amount is $1,200.00 per year;
2. 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;

3. The area developed by the franchisee and the adjoining property owners of 1318 South Main Street shall comply in all respects with the requirements of the Americans with Disability Act 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 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;

6. 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;

7. 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.

Section 5. Repealer. All laws, ordinances, resolutions, and parts of the same that are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

PASSED: February 2, 2016
ATTEST:

______________________________       ______________________________
Susan Langley, City Clerk              Mark Stodola, Mayor

APPROVED AS TO LEGAL FORM:

______________________________
Thomas M. Carpenter, City Attorney