



- 1        2. In addition to the annual franchise fee, an amount equal to the annual cost of a loading zone  
2            shall be assessed on each parking place removed from the abutting portion of South Main Street  
3            by this franchisee for the purpose of creating an ADA passageway to replace the one taken by  
4            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;
- 8        4. The term of the franchise shall initially be from the date of the passage of this ordinance, and  
9            the statutory time frame for the effective date of franchises, until December 31, 2018, with the  
10            understanding that the franchise shall automatically renew for one year periods from January  
11            1<sup>st</sup> to December 31<sup>st</sup>, unless written notice is given by the City, the franchisee, or the adjacent  
12            property owner within forty-five (45) days of the end of a calendar year of the intent not to  
13            renew the franchise;
- 14       5. The franchise shall not run with the land and shall not be automatically assumed by any  
15            subsequent purchaser or lessor of the property to be known as Raduno Brick Oven as identified  
16            on the effective date of this ordinance;
- 17       6. Any necessary expense involved with utility relocation shall be borne by the franchisee or the  
18            adjacent property owner with no recourse against the City or any utility should utility relocation  
19            be required for a public purpose;
- 20       7. At any time that the franchise ends, including if the City determines it is necessary to end this  
21            franchise for any public purpose, or because of any change in federal, state, county, or local,  
22            law, regulations, ordinances, or requirements of any kind, the franchise shall cease and all  
23            improvements shall be removed, and all necessary repairs to the right-of-way made, at the  
24            expense of the franchisee or the adjacent property owner as quickly as possible after notice,  
25            but in no event more than thirty (30) days after such notice unless otherwise expressly agreed  
26            to in writing by the City.

27        **Section 3. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase or  
28        word of this ordinance is declared or adjudged to be invalid or unconstitutional such declaration or  
29        adjudication shall not affect the remaining portions of the ordinance which shall remain in full force and  
30        effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the  
31        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:**

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**Susan Langley, City Clerk**

5 **APPROVED AS TO LEGAL FORM:**

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**Thomas M. Carpenter, City Attorney**

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**APPROVED:**

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**Mark Stodola, Mayor**