



1 area within the public right-of-way utilized with this Franchise. The Franchise Fee shall be paid to  
2 the City by January 15<sup>th</sup> of each year the Franchise is in place, or for the first year of this Franchise  
3 within thirty (30) days of the passage of this ordinance. The amount of the Franchise Fee is Three  
4 Hundred Twenty-Eight Dollars (\$328.00) per year.

5 2. American Disabilities Act. The area developed and or used by the Franchisee shall comply in all  
6 respects with the requirements of the Americans with Disabilities Act for passageways and shall be  
7 subject to approval by the City as to design and materials.

8 3. Term. The term of the Franchise shall initially be from the date of the passage of this ordinance,  
9 and the statutory time frame for the effective date of Franchises, until December 31, 2024, with the  
10 understanding that the Franchise shall automatically renew for one (1)-year periods from January  
11 1<sup>st</sup> to December 31<sup>st</sup>, unless written notice is given by the City to the Franchisee of the intent not to  
12 renew the Franchise. Any such notice shall be given within forty-five (45) days of the end of a  
13 calendar year. The City reserves the right to terminate this Franchise at any time and for any  
14 reason after providing written notice to the Franchisee.

15 4. Limitation. The Franchise shall not run with the land and shall not be automatically assumed by  
16 any subsequent purchaser or lessor of the property to be known as Fourteen 24 on Main, LLC, as  
17 identified on the effective date of this ordinance.

18 5. Termination. 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 from  
25 the City's Public Works Director, Fourteen 24 on Main, LLC, will remove the permitted items  
26 from the public right-of-way or easements at its own expense for any public improvement project  
27 or if the situation becomes a public nuisance.

28 6. Compliance. The structures permitted by this ordinance shall be constructed, operated, used and  
29 maintained in compliance with City Codes, ordinances, and polices, including, without limitation,  
30 Building Codes and Utility Relocation Policies, for the life of the Franchise.

31 **Section 3.** The City Manager is hereby authorized to execute the Franchise Agreement in a form to be  
32 approved by the City Attorney.

33 **Section 4. Severability.** In the event any section, paragraph, item, sentence, clause, phrase, or word of  
34 this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall

1 not affect the remaining portions or the ordinance, which shall remain in full force and effect as if the portion  
2 so declared or adjudged invalid or unconstitutional was not originally part of the ordinance.

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

5 **PASSED: July 2, 2024**

6 **ATTEST:**

**APPROVED:**

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Susan Langley, City Clerk

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Frank Scott, Jr., Mayor

10 **APPROVED AS TO LEGAL FORM:**

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Thomas M. Carpenter, City Attorney

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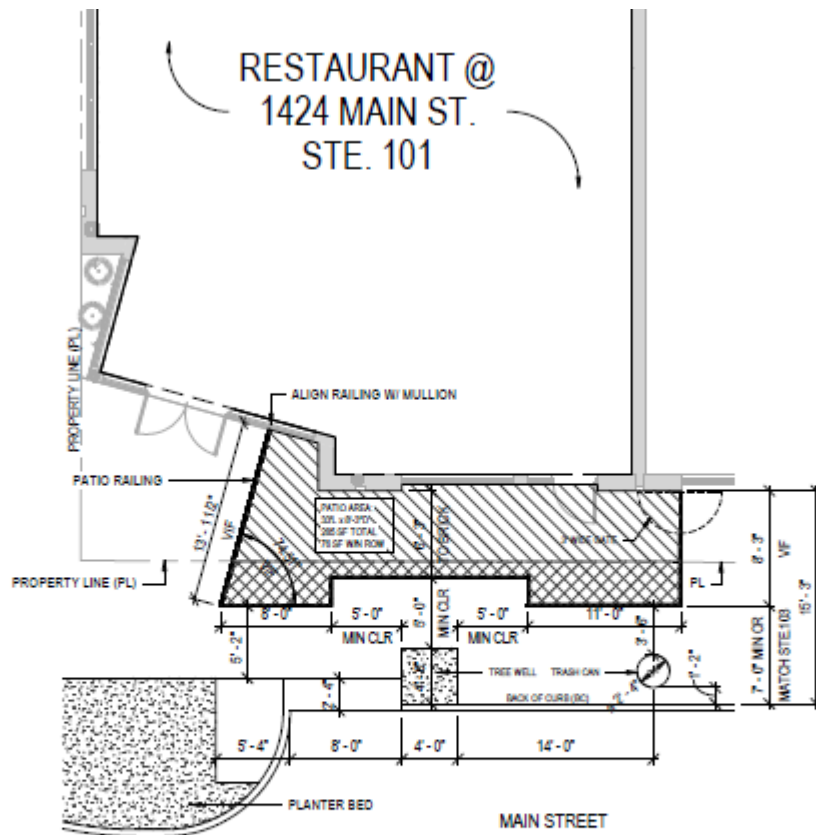
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### Exhibit A



1 SITE PLAN  
SCALE: 1/8" = 1'-0"

GC TO VERIFY ALL DIMENSIONS W/ EXISTING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION OF PATIO RAILINGS. MAINTAIN ALL REQ'D MINIMUM DISTANCES

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