

**First Reading: August 9, 2016**  
**Second Reading: August 16, 2016**

ORDINANCE NO. 13101

AN ORDINANCE GRANTING UNTO AMCA, LP A FRANCHISE TO MAINTAIN EXISTING BASEMENT STRUCTURES EXTENDING SIXTEEN (16') FEET ONE (1") INCH INTO THE RIGHT-OF-WAY ALONG BROAD STREET AND MARKET STREET AND EXTENDING TEN (10') FEET NINE (9") INCHES INTO THE RIGHT-OF-WAY ALONG WEST 8<sup>TH</sup> STREET ADJACENT TO 736 BROAD STREET, AS SHOWN ON MAPS AND DIAGRAMS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, SUBJECT TO CERTAIN CONDITIONS.

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SECTION 1. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That there be and is hereby granted unto AMCA, LP (hereafter "Grantee"), % David Roos, a franchise to maintain the existing basement structures, extending sixteen (16') feet one (1") inch into the City of Chattanooga (hereafter "City") right-of-way along Broad Street and Market Street and extending ten (10') feet nine (9") inches into the City right-of-way along West 8<sup>th</sup> Street adjacent to 736 Broad Street (the "Franchise Features"), as shown on the maps and diagrams attached hereto and incorporated herein by reference.

SECTION 2. BE IT FURTHER ORDAINED, That this franchise is granted upon the conditions as set forth below:

1. All underground City utilities must maintain their respective easements. No structures may be placed over or within City utility easements;

2. Grantee shall provide adequate access for maintenance of any utilities located within the easement, is responsible for verifying all utility locations within the subject area prior to initiating the agreed usage, as well as the protection of said utilities for the duration of this permit;
3. Grantee will comply with all applicable city ordinances, state and federal laws;
4. The existence of the Franchise Features will have no adverse effect on any adjacent properties;
5. Grantee will comply with any special requirements of the City Transportation Engineer;
6. Grantee will be responsible shall comply with all necessary building and land disturbance permits and approvals from the City of Chattanooga Land Development Office;
7. Grantee will assume full responsibility for maintenance of the Franchise Features and permanently maintain the Franchise Features in a safe condition;
8. Grantee affirms that the installation of the Franchise Features and the maintenance thereof will not affect or alter the quality of streetscape configuration as reflected on the City's approved plans;
9. City will suffer no costs of any kind directly or indirectly resulting from the grant of this franchise;
10. Grantee shall indemnify, save and hold harmless, and defend the City, its officers, officials, employees, successors and assigns (including payment of reasonable attorney's fees), from any and all claims resulting from losses, injuries, damages, and liabilities to persons or properties arising out of or related to, wholly or in part, the installation or maintenance from the Franchise Features;

11. In the event that Grantee enters into an agreement to transfer its interest in the property, Grantee must immediately notify the Chattanooga Department of Transportation (CDOT) in writing. In no event shall notice be provided less than thirty (30) days prior to the closing date of the sale or transfer of interest.
12. Grantee's rights in this franchise agreement will terminate upon the sale, transfer, sublet or assignment of any portion of its interest in the property.
13. Grantee shall pay a one-time administrative fee of one thousand dollars (\$1,000.00).
14. Grantee shall provide, for approval, evidence of insurance, the limits of which are set forth in the City's Purchasing Standard Terms and Conditions and required to further indemnify the City against losses whatever kind and nature as a result of the Franchise Features being in the right-of-way;
15. The above-stated conditions extend for the life of the franchise agreement for each item located in the right-of-way.

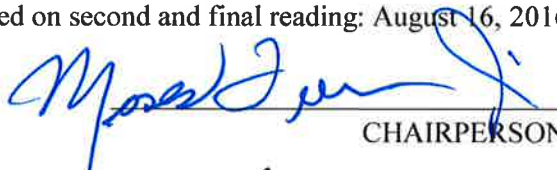
SECTION 3. BE IT FURTHER ORDAINED, That the term of this franchise shall be for a period of forty (40) years from the date of passage of this Ordinance.

SECTION 4. BE IT FURTHER ORDAINED, That this Ordinance applies to the existing Franchise Features and does not grant to right to construct any additional features not described herein.

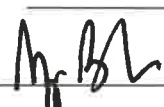
SECTION 5. BE IT FURTHER ORDAINED, That this Ordinance shall become operative, only upon the execution by the Grantee of the Acceptance attached hereto.

SECTION 6. BE IT FURTHER ORDAINED, That this Ordinance shall take effective two (2) weeks after its passage.

Passed on second and final reading: August 16, 2016

  
CHAIRPERSON

APPROVED:  DISAPPROVED:

  
MAYOR

/mem

**FRANCHISE ACCEPTANCE**

As a duly authorized representative of the Grantee, I accept the foregoing franchise and its terms and conditions, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AMCA, LP

BY: \_\_\_\_\_ (Signature)

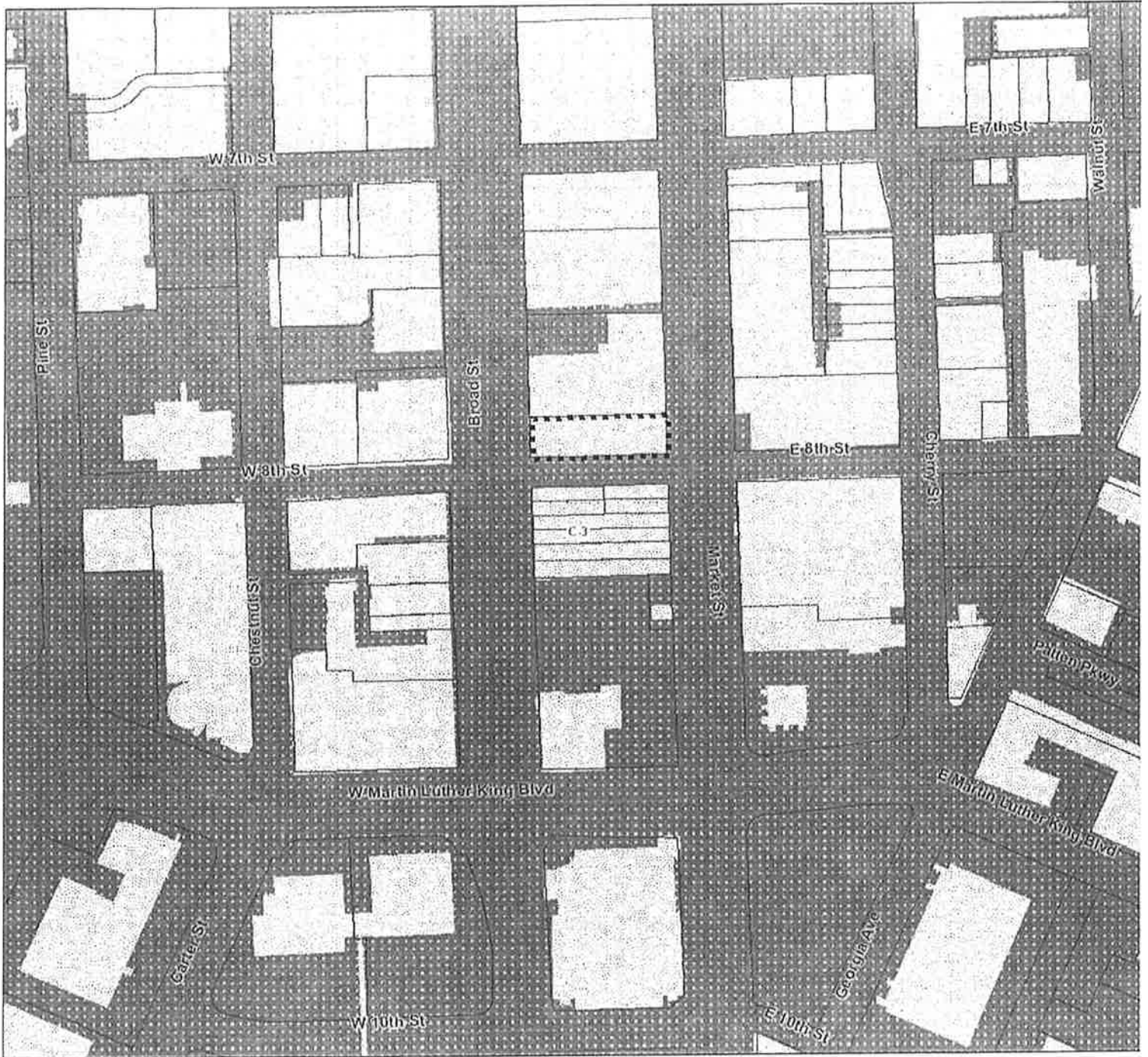
\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Title)

WITNESS:

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)



## MR 2016-098 Franchise Agreement

PLANNING COMMISSION RECOMMENDATION FOR CASE NO.  
 MR-2016-098: Approval of the Franchise Agreement for use of the existing basement which extends into the public-right-of-way; Denial of the Franchise Agreement for an awning along Broad Street.

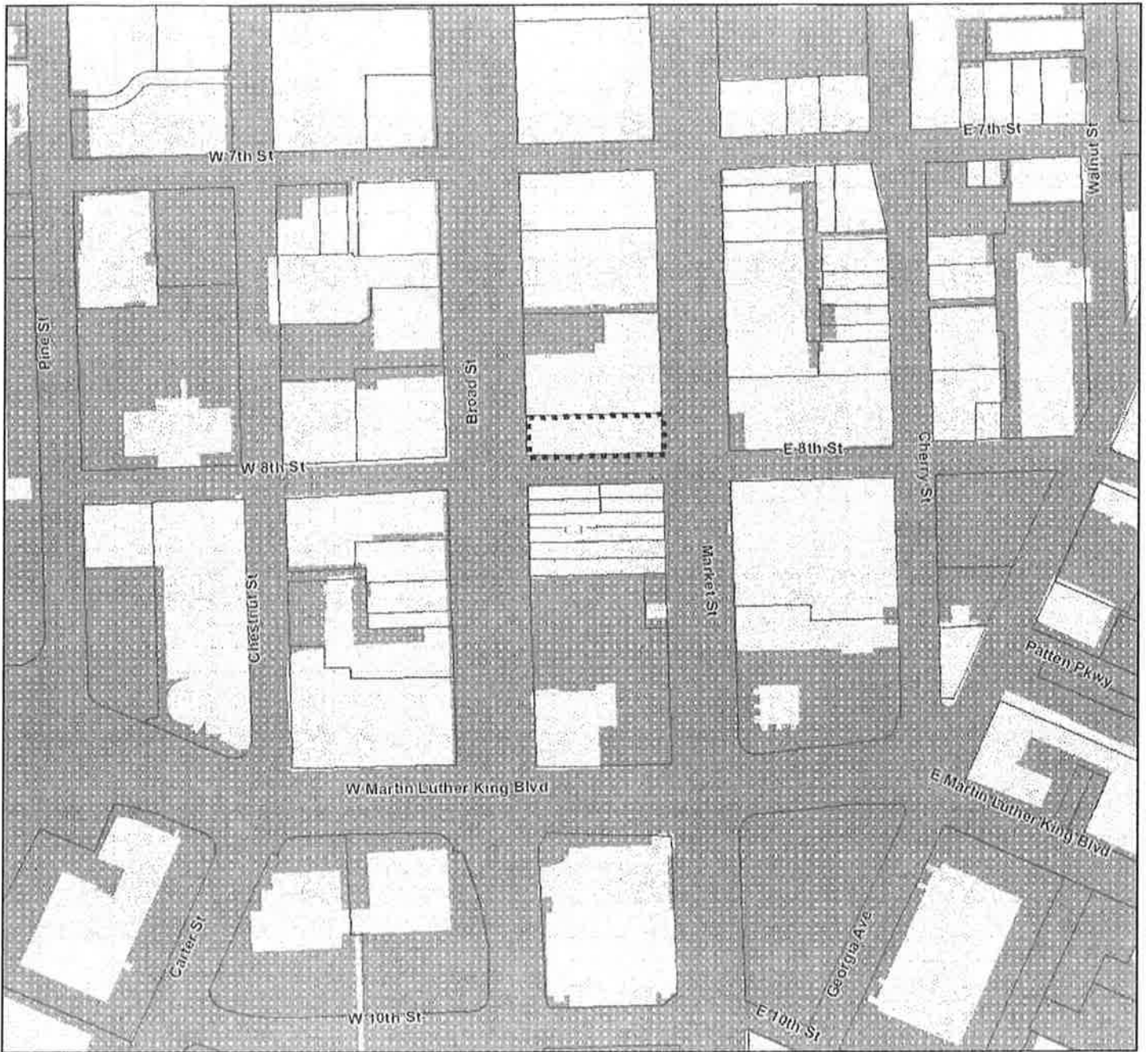


208 ft



Chattanooga Hamilton County Regional Planning Agency





## MR 2016-098 Franchise Agreement



208 ft



Chattanooga Hamilton County Regional Planning Agency



Temporary Usage Request # TU 2016-011  
AMCA LP (David Roos)  
736 Broad St. (District 7)

