

1 **RESOLUTION NO. \_\_\_\_\_**  
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3 **A RESOLUTION TO GRANT A FRANCHISE TO McCAIN LODGING**  
4 **DOWNTOWN, LLC, FOR A PORTION OF LOTS 4, 5 & 6 OF BLOCK 38**  
5 **OF THE ORIGINAL CITY OF LITTLE ROCK, ARKANSAS, FOR THE**  
6 **MAINTENANCE OF A DECORATIVE FENCE; AND FOR OTHER**  
7 **PURPOSES.**  
8

9 **WHEREAS,** the McCain Lodging Downtown, LLC, has constructed the Hilton Garden Inn in  
10 Downtown Little Rock and has erected fencing within the City rights-of-way to prevent vehicles from  
11 intruding into sidewalk space, but still permit motor vehicles to maneuver within a parking lot without  
12 causing damage to other motor vehicles; and,

13 **WHEREAS,** an appropriation application for this Franchise has been submitted to the Public Works  
14 Department;

15 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY**  
16 **OF LITTLE ROCK, ARKANSAS:**

17 **Section 1.** The City grants a Franchise to the Franchisee -- McCain Lodging Downtown, LLC -- for  
18 the erection and maintenance of a fence upon City rights-of-way more particularly described as follows:

19 **A TRACT OF LAND LOCATED WITHIN THE EXISTING RIGHT-OF-WAY OF**  
20 **4<sup>th</sup> STREET DESCRIBED AS BEING A STRIP OF LAND BEING 1.64 FEET**  
21 **SOUTH OF AND ADJACENT TO THE SOUTH LINE OF LOT 4 BLOCK 38**  
22 **ORIGINAL CITY OF LITTLE ROCK, ARKANSAS, CONTAINING 232.98**  
23 **SQUARE-FEET. ALSO A TRACT OF LAND LOCATED WITHIN THE**  
24 **EXISTING RIGHT-OF-WAY OF CUMBERLAND STREET DESCRIBED AS**  
25 **BEING A STRIP OF LAND BEING 1.29 FEET WEST OF AND ADJACENT TO**  
26 **THE WEST LINES OF LOTS 4-6 OF BLOCK 38 ORIGINAL CITY OF LITTLE**  
27 **ROCK, ARKANSAS, CONTAINING 1.93 SQUARE-FEET.**

28 **Section 2.** This Franchise meets a public interest in that it assures that motor vehicles parked in the  
29 adjoining hotel parking lot, commonly referred to as the Hilton Garden Inn parking lot, will not intrude  
30 upon pedestrian traffic and sidewalks in the area.

31 **Section 3.** The City assumes no responsibility to maintain the fence as installed, nor to replace any  
32 such installation, damaged or destroyed by utility or City crews in the performance of routine maintenance  
33 work; further, the City assumes no responsibility for any injury inflicted upon any individual as a result of  
34 the presence of the installation of the fence as installed.

1       **Section 4.** Although the City does not foresee any need to do so, should it become necessary to cancel  
2 the Franchise, or to move the fence in question, because of a City street expansion project, or any City  
3 required relocation for a public purpose:

4           (a) The City shall not be liable for any damages of any nature whatsoever  
5 occasioned by the cancellation of the Franchise; and,

6           (b) The City shall not be responsible for any of the costs of relocation that the  
7 Franchisee experiences as a result of a required relocation for a public purpose;  
8 and,

9           (c) The failure of the Franchise to immediately comply with directions of the City  
10 Manager, or the City Manager’s designee, to remove the installation, or to relocate  
11 the installation, shall result in the immediate termination of this Franchise by  
12 executive action of the City.

13       **Section 5. Authority to Record Franchise.** Both the City and the Franchisee – McCain Lodging  
14 Downtown, LLC, are granted to the authority to record this Franchise as a matter of public record in the  
15 Office of the Pulaski County Clerk & Recorder.

16       **Section 6. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or  
17 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or  
18 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and  
19 effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the  
20 resolution.

21       **Section 7. Repealer.** All resolutions, bylaws, and other matters inconsistent with this resolution are  
22 hereby repealed to the extent of such inconsistency.

23 **ADOPTED: February 20, 2018**

24 **ATTEST:**

**APPROVED:**

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26 \_\_\_\_\_  
27 **Susan Langley, City Clerk**

\_\_\_\_\_ **Mark Stodola, Mayor**

28 **APPROVED AS TO LEGAL FORM:**

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30 \_\_\_\_\_  
31 **Thomas M. Carpenter, City Attorney**

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