



1       **Section 1.** Pursuant to the conditions set forth in this ordinance, and the Franchise Agreement, 201 W.  
2 Capitol, LLC, at 201 through 215 West Capitol Avenue, in conformity with the drawing attached as Exhibit  
3 B to this ordinance, is hereby granted a Franchise to use City right-of-way in that location subject to the  
4 terms and conditions set forth in Section 2.

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

- 6       1. Grant and acceptance of franchise subject to conditions. Subject to the conditions herein stated,  
7       effective upon full execution by the parties of this Franchise Agreement, the City of Little Rock  
8       ("City") hereby grants to 201 W. Capitol, LLC, and to its successors and assigns a Revocable  
9       and Conditional Franchise to use portions of City right-of-way on West Capitol Avenue, as  
10       herein provided and under the conditions stated herein. 201 W. Capitol, LLC, hereby accepts,  
11       subject to the conditions stated in this Agreement, the Franchises as described below. The  
12       Franchise Agreement is attached hereto as Exhibit A.
- 13       2. Term. The term of the Franchise shall initially be from the date of the passage of this ordinance,  
14       and the statutory time frame for the effective date of Franchises, until December 31, 2020, with  
15       the understanding that the Franchise shall automatically renew for one (1)-year periods from  
16       January 1<sup>st</sup> to December 31<sup>st</sup>, unless written notice is given by the City, or the Franchisee,  
17       within forty-five (45) days of the end of a calendar year of the intent not to renew the Franchise.  
18       The City reserves the right to terminate this Franchise at any time and for any cause upon ten  
19       (10) days written notice.
- 20       3. Site Plan. The franchised area shall be in conformity with the Site Plan attached as Exhibit  
21       B to this ordinance. This site plan may be revised before final construction due to utilities.
- 22       4. American Disabilities Act. The area developed by the franchisee and the shall comply in all  
23       respects with the requirements of the Americans with Disability Act for passageways, and shall  
24       be subject to approval by the City as to design and materials.
- 25       5. Utilities. Arkansas One Call (1-800-482-8998) shall be contacted to locate utilities prior to the  
26       beginning of any construction or excavation.
- 27       6. Maintenance. The City assumes no maintenance responsibility for the permitted items. The  
28       City shall not be responsible for damage to the item by the City or by utility crews, whether  
29       public or franchised private crews, while performing normal maintenance work in the public  
30       right-of-way or easements. The City assumes no liability for personal injury or property  
31       damage as a result of the placement of permitted items and the applicant shall indemnify and  
32       hold the City harmless from actions, claims, costs, damages and expenses to which the City  
33       may be subjected arising out of the placement of permitted items in the public right-of-way.

- 1 7. Termination. 201 W. Capitol, LLC, acknowledges that upon notice from the City Public Works  
2 Director, 201 W. Capitol, LLC, will remove the permitted items from the public right-of-way  
3 or easements at its own expense for any public improvement project or if the situation becomes  
4 a public nuisance.
- 5 8. Public Works Department Conditions. This Franchise Agreement is subject to the following  
6 additional conditions:
- 7 a. Sidewalk on Capitol Avenue adjacent to the valet parking zone shall be kept free of  
8 obstructions (planters, doors, luggage trolleys, kiosks, etc.) at all times; and,  
9 b. To reduce vehicular sight distance conflicts, the proposed trees shall be trimmed of all  
10 limbs and leaves to a minimum six (6) feet from the top of the adjacent travel lane and  
11 shrubs and other plantings shall be maintained below thirty (30) inches from top  
12 of adjacent travel lane and within the constraints of the curb island; and,  
13 c. Following approval of the Franchise Agreement and prior to commencing  
14 construction, civil engineering and landscape plans of the valet area prepared by a  
15 Licensed Engineer and Landscape Architect must be approved by City's Public Works  
16 Department; and,  
17 d. All constructed improvements within the public right-of-way must be inspected and  
18 approved by the City's Public Works Department for conformance with all City of  
19 Little Rock Guidelines, Standards and Details; and,  
20 e. Signage and striping in conformance with the Manual on Uniform Traffic Control  
21 Devices (MUTCD) and American Association of State Highway and Transportation  
22 Officials (AASHTO) Guidelines as approved by the City's Public Works Department  
23 Staff shall be installed by the applicant prior to release of the permanent Certificate of  
24 Occupancy; and,  
25 f. Signage and striping installed in conformance with MUTCD and AASHTO Guidelines  
26 shall be maintained by applicant until the valet lane is removed; and,  
27 g. At no time shall the Capitol Avenue eastbound thru-lane be blocked because of  
28 queuing by vehicles waiting to enter the valet lane. Queuing of vehicles outside the  
29 limits of valet lane is not allowed.
- 30 9. The structures permitted by this Franchise Agreement shall be constructed, operated, used and  
31 maintained in compliance with City Codes, Ordinances and Policies, including, without  
32 limitation, Building Codes and Utility Relocation Policies, for the life of the Franchise.
- 33 10. At any time that the Franchise ends, including if the City determines it is necessary to end this  
34 Franchise for any public purpose, or because of any change in Federal, State, County, or local,  
35 law, regulations, ordinances, or requirements of any kind, the Franchise shall cease and all

1 improvements shall be removed, and all necessary repairs to the right-of-way made, at the  
2 expense of the Franchisee or the adjacent property owner as quickly as possible after notice,  
3 but in no event more than thirty (30) days after such notice unless otherwise expressly agreed  
4 to in writing by the City.

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

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

12 **PASSED: August 20, 2019**

13 **ATTEST:**

**APPROVED:**

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15 \_\_\_\_\_  
16 **Susan Langley, City Clerk**

\_\_\_\_\_ **Frank Scott, Jr. Mayor**

17 **APPROVED AS TO LEGAL FORM:**

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20 **Thomas M. Carpenter, City Attorney**

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1 **Exhibit A**

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3 **FRANCHISE AGREEMENT**

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5 **BETWEEN CITY OF LITTLE ROCK AND 201 W. CAPITOL, LLC, FOR**  
6 **ENCROACHMENTS INTO RIGHT-OF-WAY ADJACENT TO**  
7 **PROPERTY LOCATED AT 201 THROUGH 215 WEST CAPITOL**  
8 **AVENUE**  
9

10 **WHEREAS**, the economic development of Capitol Avenue is in the best interests of the City, and the  
11 development of a vibrant commercial district that includes hotels, restaurants and other facilities would be  
12 beneficial to the City; and,

13 **WHEREAS**, 201 W. Capitol, LLC, has submitted a Franchise Application, Attached as Exhibit A,  
14 dated August \_\_\_\_\_, 2019, in order to convert metered parking spaces directly in front of the Hall and  
15 Davidson Buildings located at buildings 201 through 215 West Capitol Avenue, Little Rock, Arkansas,  
16 72201 to a protected twenty-four (24)-hour hotel valet lane; and,

17 **WHEREAS**, 201 W. Capitol, LLC, is the owner and developer of the AC Hotel by Marriott (AC Hotel),  
18 which is currently under construction in the National Historic Hall and Davidson Buildings; and,

19 **WHEREAS**, The AC Hotel represents a significant historic rehabilitation and improvement project  
20 that will promote tourism and economic development to one of the City of Little Rock’s downtown  
21 corridors; and,

22 **WHEREAS**, by adding a protected valet lane, the Hotel and the City seek to avoid potential traffic  
23 disruptions on Capitol Avenue that might result from the operation of the newly constructed AC Hotel; and,

24 **WHEREAS**, the granting of this Franchise will allow 201 W. Capitol, LLC, to continue the  
25 beautification and development of Capitol Avenue; and,

26 **WHEAREAS**, an Annual Franchise Fee of Six Thousand, Nine Hundred Dollars (\$6,900.00), based  
27 upon the loss of revenue from the existing public metered parking spaces shall be paid to the City by January  
28 15<sup>th</sup> of each year the Franchise is in place; and,

29 **WHEREAS**, for the first year of this franchise within thirty (30) days of the passage of this ordinance;  
30 on the effective date of this ordinance an amount that is to be based upon a pro-rata annual basis.

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

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27 maintained in compliance with City Codes, Ordinances and Policies, including, without  
28 limitation, Building Codes and Utility Relocation Policies, for the life of the Franchise.

29  
30 **[SIGNATURE TO FOLLOW]**

31  
32 **201 W. CAPITOL, LLC**

**CITY OF LITTLE ROCK**

33  
34 **By:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Bruce T. Moore, City Manager**

1 **Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

2 **APPROVED AS TO LEGAL FORM:**

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5 **Shawn A. Overton, Deputy City Attorney**

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**Exhibit B**