ORDINANCE NO. ________

AN ORDINANCE TO GRANT A FRANCHISE FOR THE USE OF CITY RIGHT-OF-WAY FOR THE CONSTRUCTION OF A TWENTY-FOUR (24)-HOUR HOTEL VALET LANE LOCATED IN FRONT OF THE HALL AND DAVIDSON BUILDINGS AT BUILDINGS 201 THROUGH 215 WEST CAPITOL AVENUE, LITTLE ROCK, ARKANSAS; TO SET THE OTHER TERMS AND CONDITIONS OF THIS FRANCHISE FOR THE FRANCHISEE AND; AND FOR OTHER PURPOSES.

WHEREAS, the economic development of Capitol Avenue is in the best interests of the City, and the development of a vibrant Commercial District that includes hotels, restaurants and other facilities would be beneficial to the City; and,

WHEREAS, 201 W. Capitol, LLC, has submitted a Franchise Application dated August ______, 2019, in order to convert metered parking spaces directly in front of the Hall and Davidson Buildings located at buildings 201 through 215 West Capitol Avenue, Little Rock, Arkansas, 72201 to a protected twenty-four (24)-hour Hotel Valet Lane; and,

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

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

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

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

WHEREAS, an Annual Franchise Fee of Six Thousand, Nine Hundred Dollars ($6,900.00), based upon the loss of revenue from the existing public metered parking spaces shall be paid to the City by January 15th of each year the Franchise is in place; and,

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

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY OF LITTLE ROCK, ARKANSAS:
Section 1. Pursuant to the conditions set forth in this ordinance, and the Franchise Agreement, 201 W. Capitol, LLC, at 201 through 215 West Capitol Avenue, in conformity with the drawing attached as Exhibit B to this ordinance, is hereby granted a Franchise to use City right-of-way in that location subject to the terms and conditions set forth in Section 2.

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

1. Grant and acceptance of franchise subject to conditions. Subject to the conditions herein stated, effective upon full execution by the parties of this Franchise Agreement, the City of Little Rock ("City") hereby grants to 201 W. Capitol, LLC, and to its successors and assigns a Revocable and Conditional Franchise to use portions of City right-of-way on West Capitol Avenue, as herein provided and under the conditions stated herein. 201 W. Capitol, LLC, hereby accepts, subject to the conditions stated in this Agreement, the Franchises as described below. The Franchise Agreement is attached hereto as Exhibit A.

2. Term. The term of the Franchise shall initially be from the date of the passage of this ordinance, and the statutory time frame for the effective date of Franchises, until December 31, 2020, with the understanding that the Franchise shall automatically renew for one (1)-year periods from January 1st to December 31st, unless written notice is given by the City, or the Franchisee, within forty-five (45) days of the end of a calendar year of the intent not to renew the Franchise. The City reserves the right to terminate this Franchise at any time and for any cause upon ten (10) days written notice.

3. Site Plan. The franchised area shall be in conformity with the Site Plan attached as Exhibit B to this ordinance. This site plan may be revised before final construction due to utilities.

4. American Disabilities Act. The area developed by the franchisee and the shall comply in all respects with the requirements of the Americans with Disability Act for passageways, and shall be subject to approval by the City as to design and materials.

5. Utilities. Arkansas One Call (1-800-482-8998) shall be contacted to locate utilities prior to the beginning of any construction or excavation.

6. Maintenance. The City assumes no maintenance responsibility for the permitted items. The City shall not be responsible for damage to the item by the City or by utility crews, whether public or franchised private crews, while performing normal maintenance work in the public right-of-way or easements. The City assumes no liability for personal injury or property damage as a result of the placement of permitted items and the applicant shall indemnify and hold the City harmless from actions, claims, costs, damages and expenses to which the City may be subjected arising out of the placement of permitted items in the public right-of-way.
7. **Termination.** 201 W. Capitol, LLC, acknowledges that upon notice from the City Public Works Director, 201 W. Capitol, LLC, will remove the permitted items from the public right-of-way or easements at its own expense for any public improvement project or if the situation becomes a public nuisance.

8. **Public Works Department Conditions.** This Franchise Agreement is subject to the following additional conditions:
   a. Sidewalk on Capitol Avenue adjacent to the valet parking zone shall be kept free of obstructions (planters, doors, luggage trolleys, kiosks, etc.) at all times; and,
   b. To reduce vehicular sight distance conflicts, the proposed trees shall be trimmed of all limbs and leaves to a minimum six (6) feet from the top of the adjacent travel lane and shrubs and other plantings shall be maintained below thirty (30) inches from top of adjacent travel lane and within the constraints of the curb island; and,
   c. Following approval of the Franchise Agreement and prior to commencing construction, civil engineering and landscape plans of the valet area prepared by a Licensed Engineer and Landscape Architect must be approved by City’s Public Works Department; and,
   d. All constructed improvements within the public right-of-way must be inspected and approved by the City’s Public Works Department for conformance with all City of Little Rock Guidelines, Standards and Details; and,
   e. Signage and striping in conformance with the Manual on Uniform Traffic Control Devices (MUTCD) and American Association of State Highway and Transportation Officials (AASHTO) Guidelines as approved by the City’s Public Works Department Staff shall be installed by the applicant prior to release of the permanent Certificate of Occupancy; and,
   f. Signage and striping installed in conformance with MUTCD and AASHTO Guidelines shall be maintained by applicant until the valet lane is removed; and,
   g. At no time shall the Capitol Avenue eastbound thru-lane be blocked because of queuing by vehicles waiting to enter the valet lane. Queuing of vehicles outside the limits of valet lane is not allowed.

9. The structures permitted by this Franchise Agreement shall be constructed, operated, used and maintained in compliance with City Codes, Ordinances and Policies, including, without limitation, Building Codes and Utility Relocation Policies, for the life of the Franchise.

10. At any time that the Franchise ends, including if the City determines it is necessary to end this Franchise for any public purpose, or because of any change in Federal, State, County, or local, law, regulations, ordinances, or requirements of any kind, the Franchise shall cease and all
improvements shall be removed, and all necessary repairs to the right-of-way made, at the expense of the Franchisee or the adjacent property owner as quickly as possible after notice, but in no event more than thirty (30) days after such notice unless otherwise expressly agreed to in writing by the City.

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

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

PASSED: August 20, 2019

ATTEST:                      APPROVED:

_____________________________________      ____________________________________
Susan Langley, City Clerk             Frank Scott, Jr. Mayor

APPROVED AS TO LEGAL FORM:

_____________________________________
Thomas M. Carpenter, City Attorney
Exhibit A

FRANCHISE AGREEMENT

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

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

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

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

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

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

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

WHEREAS, an Annual Franchise Fee of Six Thousand, Nine Hundred Dollars ($6,900.00), based upon the loss of revenue from the existing public metered parking spaces shall be paid to the City by January 15th of each year the Franchise is in place; and,

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

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

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

Section 2. The terms and conditions for this Franchise are as follows:

1. Grant and acceptance of franchise subject to conditions. Subject to the conditions herein stated,
effective upon full execution by the parties of this Franchise Agreement, the City of Little Rock
("City") hereby grants to 201 W. Capitol, LLC, and to its successors and assigns a Revocable
and Conditional Franchise to use portions of City right-of-way on West Capitol Avenue, as
herein provided and under the conditions stated herein. 201 W. Capitol, LLC, hereby accepts,
subject to the conditions stated in this Agreement, the Franchises as described below. The
Franchise Agreement is attached hereto as Exhibit A.

2. Term. The term of the Franchise shall initially be from the date of the passage of this ordinance,
and the statutory time frame for the effective date of Franchises, until December 31, 2020, with
the understanding that the Franchise shall automatically renew for one (1)-year periods from
January 1st to December 31st, unless written notice is given by the City, or the Franchisee,
within forty-five (45) days of the end of a calendar year of the intent not to renew the Franchise.
The City reserves the right to terminate this Franchise at any time and for any cause upon ten
(10) days written notice.

3. Site Plan. The franchised area shall be in conformity with the Site Plan attached as Exhibit
B to this ordinance. This site plan may be revised before final construction due to utilities.

4. American Disabilities Act. The area developed by the franchisee and the shall comply in all
respects with the requirements of the Americans with Disability Act for passageways, and shall
be subject to approval by the City as to design and materials.

5. Utilities. Arkansas One Call (1-800-482-8998) shall be contacted to locate utilities prior to the
beginning of any construction or excavation.

6. Maintenance. The City assumes no maintenance responsibility for the permitted items. The
City shall not be responsible for damage to the item by the City or by utility crews, whether
public or franchised private crews, while performing normal maintenance work in the public
right-of-way or easements. The City assumes no liability for personal injury or property
damage as a result of the placement of permitted items and the applicant shall indemnify and
hold the City harmless from actions, claims, costs, damages and expenses to which the City
may be subjected arising out of the placement of permitted items in the public right-of-way.

7. Termination. 201 W. Capitol, LLC, acknowledges that upon notice from the City Public Works
Director, 201 W. Capitol, LLC, will remove the permitted items from the public right-of-way
or easements at its own expense for any public improvement project or if the situation becomes
a public nuisance.
8. **Public Works Department Conditions.** This Franchise Agreement is subject to the following additional conditions:

a. Sidewalk on Capitol Avenue adjacent to the valet parking zone shall be kept free of obstructions (planters, doors, luggage trolleys, kiosks, etc.) at all times; and,

b. To reduce vehicular sight distance conflicts, the proposed trees shall be trimmed of all limbs and leaves to a minimum six (6) feet from the top of the adjacent travel lane and shrubs and other plantings shall be maintained below thirty (30) inches from top of adjacent travel lane and within the constraints of the curb island; and,

c. Following approval of the Franchise Agreement and prior to commencing construction, civil engineering and landscape plans of the valet area prepared by a Licensed Engineer and Landscape Architect must be approved by City’s Public Works Department; and,

d. All constructed improvements within the public right-of-way must be inspected and approved by the City’s Public Works Department for conformance with all City of Little Rock Guidelines, Standards and Details; and,

e. Signage and striping in conformance with the Manual on Uniform Traffic Control Devices (MUTCD) and American Association of State Highway and Transportation Officials (AASHTO) Guidelines as approved by the City’s Public Works Department Staff shall be installed by the applicant prior to release of the permanent Certificate of Occupancy; and,

f. Signage and striping installed in conformance with MUTCD and AASHTO Guidelines shall be maintained by applicant until the valet lane is removed; and,

g. At no time shall the Capitol Avenue eastbound thru-lane be blocked because of queuing by vehicles waiting to enter the valet lane. Queuing of vehicles outside the limits of valet lane is not allowed.

9. The structures permitted by this Franchise Agreement shall be constructed, operated, used and maintained in compliance with City Codes, Ordinances and Policies, including, without limitation, Building Codes and Utility Relocation Policies, for the life of the Franchise.

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**[SIGNATURE TO FOLLOW]**

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**201 W. CAPITOL, LLC**

By: _________________________________

**CITY OF LITTLE ROCK**

By: _________________________________

Bruce T. Moore, City Manager