1	ORDINANCE NO.
2	
3	AN ORDINANCE TO APPROVE A PLANNED ZONING DEVELOPMENT
4	AND ESTABLISH A PLANNED COMMERCIAL DISTRICT TITLED K-
5	LOFTS REVISED SHORT-FORM PCD, LOCATED AT 315 MAIN STREET
6	(Z-8871-B), LITTLE ROCK, ARKANSAS, AMENDING THE OFFICIAL
7	ZONING MAP OF THE CITY OF LITTLE ROCK, ARKANSAS; AND FOR
8	OTHER PURPOSES.
9	
10	BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY OF LITTLE ROCK,
11	ARKANSAS.
12	Section 1. That the zoning classification of the following described property be changed from PCD,
13	Planned Commercial Development, to Revised PCD, Planned Commercial Development:
14	Z-8871-B : Lot 4, Block 4, Original City of Little Rock, Pulaski County, Arkansas.
15	Section 2. That the preliminary site development plan/plat be approved as recommended by the Little
16	Rock Planning Commission.
17	Section 3. That the change in zoning classification contemplated for K-Lofts Revised Short-Form
18	PCD, located at 315 Main Street (Z-8871-B), is conditioned upon obtaining final plan approval within the
19	time specified by Chapter 36, Article VII, Section 36-454 (e) of the Code of Ordinances.
20	Section 4. That this ordinance shall not take effect and be in full force until the final plan approval.
21	Section 5. That the map referred to in Chapter 36 of the Code of Ordinances of the City of Little Rock,
22	Arkansas, and Designated District Map be, and is, hereby amended to the extent and in the respects
23	necessary to affect and designate the change provided for in Section 1 hereof.
24	Section 6. Pursuant to the conditions set forth in this ordinance, K Lofts, LLC, located at 315 South
25	Main Street, and the adjoining property owner, in conformity with the drawing attached as Exhibit A to this
26	ordinance, is hereby granted a Franchise to use City right-of-way in that location subject to the terms and
27	conditions set forth in Exhibit B.
28	Section 7. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase, or
29	word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or
30	adjudication shall not affect the remaining portions of the ordinance which shall remain in full force and
31	effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the
32	ordinance.
33	Section 8. Repealer. All laws, ordinances, resolutions, or parts of the same that are inconsistent with

the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

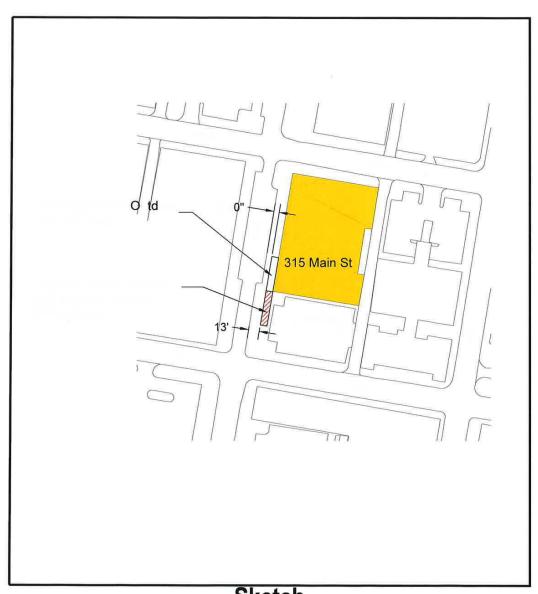
1	PASSED: July 9, 2019		
2	ATTEST:	APPROVED:	
3			
4 5	Susan Langley, City Clerk	Frank Scott, Jr., Mayor	
		Frank Scott, Jr., Mayor	
6 7	APPROVED AS TO LEGAL FORM:		
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9	Thomas M. Carpenter, City Attorney		
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1	Exhibit A
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3	FRANCHISE AGREEMENT BETWEEN CITY OF LITTLE ROCK AND K
4	LOFTS, LLC, FOR ENCROACHMENTS INTO RIGHT-OF-WAY
5	ADJACENT TO PROPERTY LOCATED AT 315 MAIN STREET
6	
7	WHEREAS, K LOFTS, LLC, has submitted a Franchise Application dated March 13, 2019 in order
8	to erect a twenty-five (25)-foot x seven (7)-foot self-standing covered, dining patio and located in the right-
9	of-way adjacent to the property located at 315 Main Street, Little Rock. Arkansas, 72201; and,
10	WHEREAS, the renovation plans include installing window awnings over both front doors of
11	Brewski's Pub & Grill, and to install a gable style awning over the existing patio seating area; and,
12	WHEREAS, these renovations will improve the general aesthetics to the exterior of Brewski's Pub &
13	Grub. The improvements will conform the exterior of the building to its neighboring properties and
14	restaurants. The gabled awning over the existing patio seating area will provide the restaurants patrons the
15	ability to use the patio year-round, which will provide a positive economic impact to the creative corridor;
16	and,
17	WHEREAS, an annual Franchise Fee based upon the rental per square-foot for Level on Main, Inc.,
18	dba Brewskis Pub & Grub shall be applied to each square-foot of area utilized with this franchise, and shall
19	be to the City paid by January 15th of each year the franchise is in place, or for the first year of this Franchise
20	within thirty (30) days of the passage of this ordinance; on the effective date of this ordinance that amount
21	is One Thousand, Four Hundred Thirty-Five Dollars (\$1,435.00) per year; and,
22	WHEREAS, pursuant to Little Rock, Ark. Ordinance No (, 2019), the City Board of
23	Directors authorized the City Manager to execute documents in a form acceptable to the City Attorney that
24	grant a formal franchise to K-Lofts, LLC, including its assigns and successors to allow the above-described
25	encroachments in the City right-of-way on Main Street and adjacent to 315 Main Street.
26	NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:
27	1. Grant and acceptance of franchise subject to conditions: Subject to the conditions herein stated,
28	effective upon full execution by the parties of this Franchise Agreement, the City of Little Rock
29	("City") hereby grants to K Lofts, LLC, and to its successors and assigns a revocable and
30	conditional franchise to use portions of City right-of-way on Main Street adjacent to the
31	property at 315 Main Street, as herein provided and under the conditions stated herein. K Lofts
32	LLC, hereby accepts, subject to the conditions stated in this Agreement, the Franchises as
33	described below.

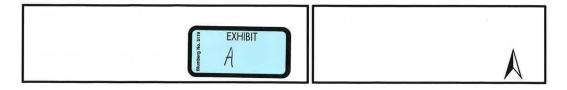
- 2. <u>Term:</u> The term of the Franchise shall initially be from the date of the passage of this ordinance, and the statutory time frame for the effective date of franchises, until December 31, 2020, with the understanding that the Franchise shall automatically renew for one (1)-year periods from 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
 - 3. Space for Awning Over Existing Outdoor Dining Area: The franchised overhead space is limited to the following: A twenty-five (25)-foot x seven (7)-foot awning that covers the existing outdoor dining area in conformity with the drawing attached as Exhibit A to this ordinance.
 - 4. <u>American Disabilities Act:</u> The area developed by the franchisee and the Adjoining property owners of 315 Main Street 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. <u>Utilities</u>: Arkansas One Call (1-800-482-8998) shall be contacted to locate utilities prior to the beginning of any construction or excavation. Any necessary expense involved with utility relocation shall be borne by the franchisee with no recourse against the City or any utility should utility relocation be required for a public purpose;
 - 6. <u>Maintenance</u>: 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. Revocation: 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. K Lofts, LLC, acknowledges that upon notice from the City's Public Works Director, K Lofts, 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.

1	8. Governing Law: The structures permitted by this Franchise Agreement shall be constructed,		
2	operated, used and maintained in compliance with City Codes, Ordinances and Policies,		
3	including, without limitation, building codes and utility relocation policies, for the life of the		
4	Franchise.		
5	K-Lofts, LLC	CITY OF LITTLE ROCK	
6			
7 8	By:	By: Bruce T. Moore, City Manager	
9		Diago Ivilago, etc. Illiange	
10	Date:	Date:	
11			
12		APPROVED AS TO LEGAL FORM:	
13		Office of the City Attorney	
14			
15			
16		Shawn A. Overton, Deputy City Attorney	
17			
18	Drafted by:		
19	Shawn A. Overton		
20	500 West Markham Street, Suite 301		
21	Little Rock AR 72201		
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1 Exhibit B







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