

1 **PASSED: July 9, 2019**

2 **ATTEST:**

APPROVED:

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5 _____
Susan Langley, City Clerk

_____ **Frank Scott, Jr., Mayor**

6 **APPROVED AS TO LEGAL FORM:**

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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.
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- 1 2. Term: The term of the Franchise shall initially be from the date of the passage of this ordinance,
2 and the statutory time frame for the effective date of franchises, until December 31, 2020, with
3 the understanding that the Franchise shall automatically renew for one (1)-year periods from
4 January 1st to December 31st, unless written notice is given by the City, or the Franchisee,
5 within forty-five (45) days of the end of a calendar year of the intent not to renew the Franchise
- 6 3. Space for Awning Over Existing Outdoor Dining Area: The franchised overhead space is
7 limited to the following: A twenty-five (25)-foot x seven (7)-foot awning that covers the
8 existing outdoor dining area in conformity with the drawing attached as Exhibit A to this
9 ordinance.
- 10 4. American Disabilities Act: The area developed by the franchisee and the Adjoining property
11 owners of 315 Main Street shall comply in all respects with the requirements of the Americans
12 with Disability Act for passageways, and shall be subject to approval by the City as to design
13 and materials;
- 14 5. Utilities: Arkansas One Call (1-800-482-8998) shall be contacted to locate utilities prior to the
15 beginning of any construction or excavation. Any necessary expense involved with utility
16 relocation shall be borne by the franchisee with no recourse against the City or any utility
17 should utility relocation be required for a public purpose;
- 18 6. Maintenance: The City assumes no maintenance responsibility for the permitted items. The
19 City shall not be responsible for damage to the item by the City or by utility crews, whether
20 public or franchised private crews, while performing normal maintenance work in the public
21 right-of-way or easements. The City assumes no liability for personal injury or property
22 damage as a result of the placement of permitted items and the applicant shall indemnify and
23 hold the City harmless from actions, claims, costs, damages and expenses to which the City
24 may be subjected arising out of the placement of permitted items in the public right-of-way.
- 25 7. Revocation: At any time that the Franchise ends, including if the City determines it is necessary
26 to end this Franchise for any public purpose, or because of any change in Federal, State,
27 County, or local, law, regulations, ordinances, or requirements of any kind, the Franchise shall
28 cease and all improvements shall be removed, and all necessary repairs to the right-of-way
29 made, at the expense of the Franchisee or the adjacent property owner as quickly as possible
30 after notice, but in no event more than thirty (30) days after such notice unless otherwise
31 expressly agreed to in writing by the City. K Lofts, LLC, acknowledges that upon notice from
32 the City's Public Works Director, K Lofts, LLC, will remove the permitted items from the
33 public right-of-way or easements at its own expense for any public improvement project or if
34 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

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7 **By:** _____

By: _____
Bruce T. Moore, City Manager

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10 **Date:** _____

Date: _____

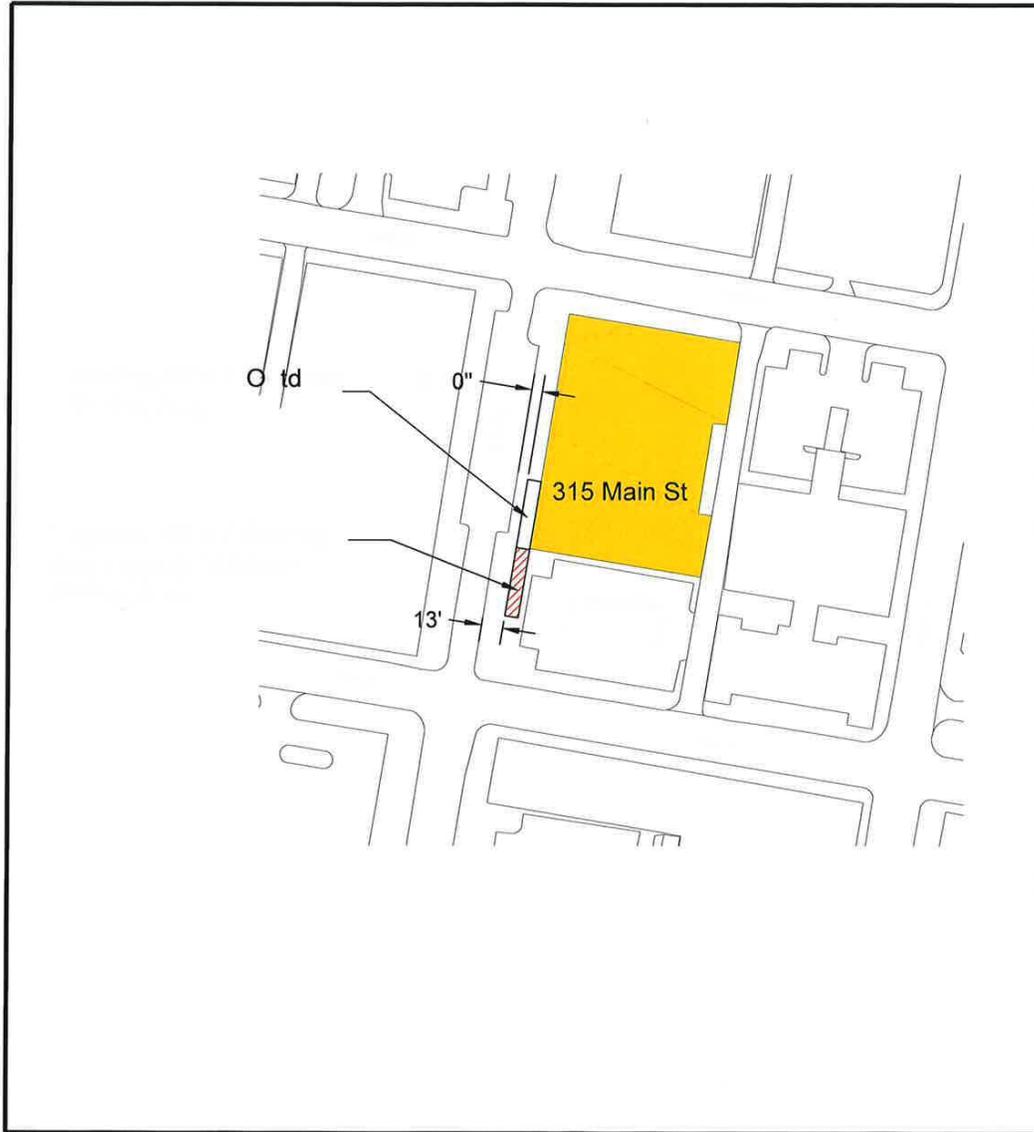
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12 **APPROVED AS TO LEGAL FORM:**

13 **Office of the City Attorney**

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Shawn A. Overton, Deputy City Attorney

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18 Drafted by:
19 Shawn A. Overton
20 500 West Markham Street, Suite 301
21 Little Rock AR 72201

Exhibit B



Sketch

