1	ORDINANCE NO.
2	
3	AN ORDINANCE TO GRANT A FRANCHISE TO SOMA STOREFRONTS,
4	LLC, FOR THE USE OF THE CITY RIGHT-OF-WAY, LOCATED AT 1220
5	SOUTH MAIN STREET, IN ORDER TO ERECT A DECK, RAILING AND
6	GATE FOR OUTDOOR DINING; AND FOR OTHER PURPOSES.
7	
8	WHEREAS, the economic development of the Downtown Area is in the best interests of the City of Little
9	Rock and the development of a vibrant Commercial District that includes restaurants and other facilities would
10	be beneficial to the City; and,
11	WHEREAS, SOMA Storefronts, LLC, owns 1220 South Main Street, Little Rock, Arkansas 72201; and,
12	WHEREAS, SOMA Storefronts, LLC, has submitted a Franchise Application dated May 18, 2021, in
13	order to erect a deck, railing and gate for the placement of tables and chairs for an outdoor dining area on the
14	sidewalk in front of at 1220 South Main Street; and,
15	WHEREAS, the encroachment will remove two (2) public parking spaces and install new curb and gutter
16	and seven (7)-foot wide sidewalk on the east side of deck adjacent to Main Street; and,
17	WHEREAS, Mockingbird Bar & Tacos, LLC, owns the restaurant, Mockingbird Bar & Tacos, currently
18	located at 1220 South Main Street and leases the building located at 1220 South Main Street from SOMA
19	Storefronts, LLC.
20	NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY OF
21	LITTLE ROCK, ARKANSAS:
22	Section 1. Pursuant to the conditions set forth in this ordinance, SOMA Storefronts, LLC, located at 1220
23	South Main Street, in conformity with the drawings attached as Exhibit A and Exhibit B to this ordinance, is
24	hereby granted a Franchise to use the City right-of-way in that location subject to the terms and conditions set
25	forth in Section 2.
26	Section 2. The terms and conditions for this franchise are as follows:
27	1. Grant and Acceptance of Franchise Subject to Conditions: Subject to the conditions herein
28	stated, the City of Little Rock ("City") hereby grants to SOMA Storefronts, LLC, and to its successors
29	and assigns, a revocable and conditional franchise to use portions of the City right-of-way on South
30	Main Street, adjacent to the real property located at 1220 South Main Street as herein provided and
31	under the conditions stated herein. SOMA Storefronts, LLC hereby accepts, subject to the conditions
32	stated in this ordinance, the Franchises as described below.

1 2. Franchise Fees: The annual Franchise Fee is equal to $\frac{1}{2}$ of the lease based on the rental per 2 square-foot for the business located at 1220 South Main Street by the adjoining property owner 3 applied to each square-foot of area within the public right-of-way utilized with this Franchise and a fee 4 for the loss of two (2) public parking spaces, and shall be paid to the City by January 15th of each year 5 this Franchise is in place, or for the first year of this Franchise within thirty (30) days of the passage of 6 the below-mentioned ordinance. On the effective date of this ordinance the amount of $\frac{1}{2}$ of the lease 7 based on the rental per square-foot for the business is One Thousand, Eight Hundred Dollars 8 (\$1,800.00) and the fee for the loss of the public parking spaces is Eight Hundred Dollars (\$800.00) 9 for a total payment of Two Thousand, Six Hundred Dollars (\$2,600.00) per year.

3. <u>Term</u>: The term of the Franchise shall initially be from the date of the passage of this ordinance, and the statutory timeframe for the effective date of Franchises, until December 31, 2022, 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 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 reason after providing written notice to the franchisee.

4. <u>Limitation</u>: The Franchise shall not run with the land and shall not be automatically assumed
by any subsequent purchaser or lessor of the property to be known as SOMA Storefronts, LLC, as
identified on the effective date of this ordinance.

5. <u>American Disabilities Act</u>: The area developed by the Franchisee and the adjoining property owners of 1220 South Main Street shall comply in all respects with the requirements of the Americans with Disabilities Act for passageways, and shall be subject to approval by the City as to design and materials;

6. <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.

7. <u>Maintenance</u>: The City assumes no maintenance responsibility for the permitted items. The
 City shall not be responsible for damage to the items 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 franchisee 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

1 placement of permitted items in the public right-of-way.

2 8. Termination: At any time that the Franchise ends, including if the City determines it is 3 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 4 5 and all improvements shall be removed, and all necessary repairs to the right-of-way made at the 6 expense of the franchisee or the adjacent property owner as quickly as possible after notice, but in no 7 event more than thirty (30) days after such notice unless otherwise expressly agreed to in writing by 8 the City. SOMA Storefronts, LLC, acknowledges that upon notice from the City's Public Works 9 Director, SOMA Storefronts, LLC, will remove the permitted items from the public right-of-way or 10 easements at its own expense for any public improvement project or if the situation becomes a public 11 nuisance.

<u>Compliance</u>: The structures permitted by this ordinance 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.

Section 3. Severability. In the event any 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 or the ordinance which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally part of the ordinance.

19 Section 4. *Repealer*. All laws, ordinances, resolutions, or parts of the same, that are inconsistent with 20 the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

21 **PASSED: February 15, 2022**

22 ATTEST: **APPROVED:** 23 24 Susan Langley, City Clerk Frank Scott, Jr., Mayor 25 26 **APPROVED AS TO LEGAL FORM:** 27 28 29 **Thomas M. Carpenter, City Attorney** 30 // 31 // 32 // 33 \parallel 34 //

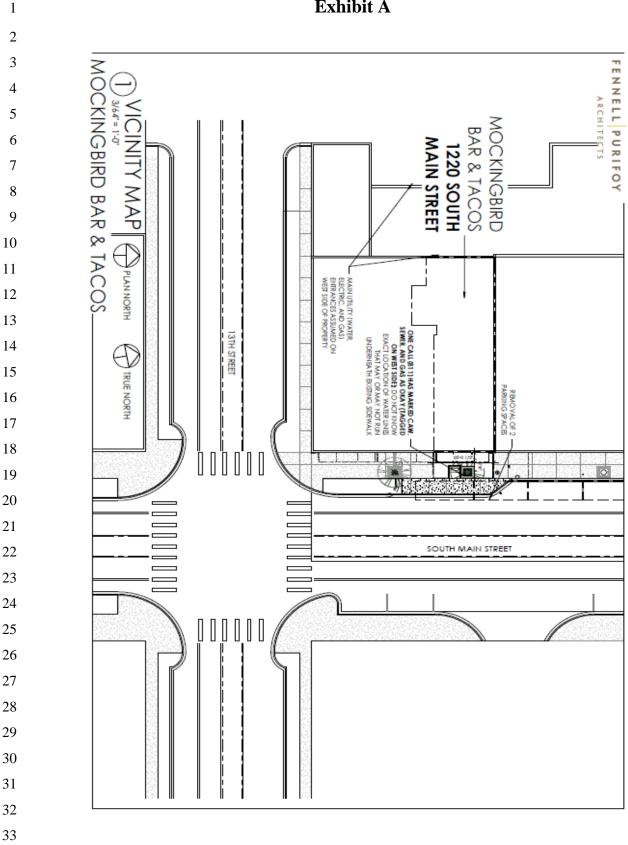


Exhibit A

Exhibit B

