

RESOLUTION NO. _____

A RESOLUTION RENEWING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A COMMUNITY GARDEN LICENSE AGREEMENT WITH THE SALVATION ARMY; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock (“the City”) is a *Fit 2 Live Community*, committed to healthy eating and active living; and

WHEREAS, several organizations and churches in the City have expressed a desire to provide sites for community gardens for use by our citizens and have applied for grant funds to be used for the benefit of the garden sites; and

WHEREAS, a grant application was submitted for a site located at the northwest corner of the intersection of West 18th and Frank Streets by The Salvation Army; and

WHEREAS, The Salvation Army met the requirements of the grant application process and entered into a Community Garden License Agreement, approved by Resolution 8501 on March 10, 2014, by the City Council for the establishment of a publicly-accessible Community Garden on property at the intersection of West 18th and Frank Streets, granting public access to the garden site and agreeing to a period of time during which the Community Garden will be accessible.

WHEREAS, The Salvation Army wishes to renew its Community Garden License Agreement with the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That renewal of the Community Garden License Agreement with The Salvation Army is hereby approved, and the Mayor and City Clerk are hereby authorized to enter into the renewal agreement (attached hereto as Exhibit “A”) with The Salvation Army with the garden site to be located at the northwest corner of the intersection of West 18th and Frank Streets.

SECTION 2: That Bernadette Rhodes, Fit 2 Live Coordinator, is the designated City’s agent to administer the license granted herein.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

Beth White
Alderman Beth White

ATTEST:

Diane Whitbey
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	10:35	A.M.		P.M.
By	<u>Deputy City Atty Fleming</u>			
DATE	<u>3-3-15</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>J. Marshall</u>			

City of North Little Rock Community Garden License Agreement

This Community Garden License Agreement ("License") is made by and between *The Salvation Army* ("Licensor") and the City of North Little Rock, Arkansas, a municipal corporation organized as a City of the First Class under the laws of the State of Arkansas ("City"), for the establishment of a publicly-accessible Community Garden for use by citizens of North Little Rock.

RECITALS

WHEREAS, the Licensor has been approved to receive grant funds from the City to establish a Community Garden; and

WHEREAS, the Licensor lawfully possesses property that is suitable for a Community Garden and has agreed to allow citizens to access the property for a Community Garden; and

WHEREAS, in keeping with legal requirements, the City mandates that grant funds may only be expended on property where citizens may lawfully enter according to the purposes of the grant.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. LICENSE.** Licensor hereby licenses City, and citizens of the City, to enter upon the property that is graphically depicted in Exhibit A ("Licensed Area") for the purpose of establishing and maintaining a community garden, and related uses. The City, or the duly appointed agent of the City, may restrict or approve such restrictions to this License as may be deemed necessary or advisable, in the sole discretion of the City or the City's agent, to properly regulate use of the Community Garden; including, without limiting the same, restriction governing the hours of operation, number of gardeners, tools used, and any other relevant matter.
- 2. TERM.** This License shall be effective from and after the date approved by the City Council of North Little Rock, Arkansas and shall, unless extended by the parties in writing, terminate three-hundred-sixty-four days (364) thereafter.
- 3. CONSIDERATION.** Licensor expressly agrees that any funding provided by the City to establish a Community Garden includes full and adequate compensation for this License.
- 4. BENEFIT TO CITIZENS.** This License shall inure to the benefit of the public in general, and particularly to the citizens of North Little Rock, Arkansas.
- 5. MAINTENANCE.** Licensor agrees that the City has no duty to maintain the Licensed Area.
- 6. RESTORATION.** Licensor agrees that upon termination of this License the City has no duty to restore the Licensed Area to its previous condition.
- 7. CONFLICTS.** This License shall be interpreted by the laws of the State of Arkansas with jurisdiction vested in the courts of Pulaski County, Arkansas. The maximum amount of damages that may be obtained by either party shall not exceed the amount of Community Garden grant associated





Imagery ©2014 Google, Map data ©2014 Google