R-19-73

RESOLUTION NO. ____

A RESOLUTION RENEWING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A COMMUNITY GARDEN LICENSE AGREEMENT WITH ST. JOSEPH CENTER OF ARKANSAS; 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 community garden sites for use by our citizens and have applied for funds to be used for the benefit of the garden sites; and

WHEREAS, St. Joseph Center of Arkansas has previously submitted applications, and been approved by City Council (Res. Nos. 8402, 8632, 8859, 8959, 9042, 9162, and 9410), for a site located on property at 6800 Camp Robinson Road, North Little Rock, Arkansas; and

WHEREAS, St. Joseph Center of Arkansas wishes to renew its Community Garden License Agreement with the City and has submitted and met the requirements of the application process for a Community Garden on property located at 6800 Camp Robinson Road, North Little Rock, Arkansas, granting public access to the garden site and agreeing to a period of time during which the Community Garden will be accessible; and

WHEREAS, members of the Community Garden Committee have reviewed and accepted the application of St. Joseph Center of Arkansas and recommend the amount of $3,100.00 for the Community Garden on property at 6800 Camp Robinson, North Little Rock, Arkansas.

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

SECTION 1: That the license agreement for a community garden site on property located at 6800 Camp Robinson Road, North Little Rock, Arkansas, is hereby renewed, and the Mayor and City Clerk are authorized to enter into a Community Garden License Agreement (substantially similar to Exhibit "A" attached hereto) with St. Joseph Center of Arkansas.

SECTION 2: That the amount of $3,100.00 (included in the Fit 2 Live current budget) is approved, and the Fit 2 Live Coordinator is hereby designated as the 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:

Council Member Beth White

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/cf

FILED 10:55 A.M. _____ P.M.

By A. Fields

DATE 4-16-19

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY S. Ussery

City of North Little Rock
Community Garden License Agreement

This Community Garden License Agreement ("License") is made by and between **St. Joseph's Center of Arkansas ("Licensor")** and the **City of North Little Rock, Arkansas, ("Licensee" or "City")** a municipal corporation organized as a City of the First Class under the laws of the State of Arkansas, for the establishment of a publicly-accessible Community Garden for use by citizens and residents 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. Licensor agrees to the terms of the City of North Little Rock ***Fit 2 Live*** Community Garden Program Memorandum of Understanding attached as Exhibit B and incorporated herein by reference.

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 the funding provided by the City in the amount of $3,100.00 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.

EXHIBIT
A.

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 with the Licensed Area. Should any conflict result under this License, each party shall bear their own costs of litigation or conflict resolution. The parties specifically waive any claim to attorney fees.

8. **IMMUNITY.** To the maximum extent provided by law, the parties intend to preserve the protections of immunity that are statutorily afforded to those who provide recreational facilities to the public without profit, as well as the statutory immunity of the City.

9. **NO JOINT VENTURE.** This License is not intended to constitute, and shall not be interpreted as, a joint venture between the parties.

10. **TIME IS OF THE ESSENCE.** All times and deadlines and permitted extensions indicated herein form a material basis of this agreement and may only be waived in writing signed by both parties. Any failure to timely enforce a deadline shall not be construed to waive that, or any other, deadline.

11. **RECORDATION.** This document shall be recorded in the office of the North Little Rock City Clerk. It shall not be recorded in the property records of Pulaski County, Arkansas unless mandated by law.

12. **COUNTERPART EXECUTION.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature

13. **AUTHORITY.** The parties executing this Agreement below represent and warrant that they have the full and complete legal authority to act on behalf of the City and Licensor and that the provisions herein constitute valid, enforceable obligations of each.

IN WITNESS WHEREOF, the name and seal of each party is hereunto affixed by its duly authorized representative, effective as of this _____ day of _____, _____.

LICENSEE:

CITY OF NORTH LITTLE ROCK, AR

By: _____
Joe A. Smith, Mayor

Date: _____

ATTEST:

_____
Diane Whitbey, City Clerk:

ST. JOSEPH CENTER OF ARKANSAS

By: _____
Print Name: _____

Date: _____

St. Joseph Farm
St. Joseph Center of Arkansas
6800 Camp Robinson Road

EXHIBIT
A.

City of North Little Rock
Fit 2 Live Community Garden Program
Memorandum of Understanding

This Memorandum confirms that the City of North Little Rock will fund St. Joseph's Center of Arkansas Community Garden in the amount of $3,100.00, with the understanding that the funded project will adhere to the following requirements:

1) Community garden funds must be spent on approved items only. If unsure whether an item is approved, please contact the Program Administrator: Isaac Henry, 975-8780, ihenry@nlr.ar.gov.

2) ALL funds must be spent and reported on by March 31, 2020.

3) Based on the project's request and committee approval, funding will be disbursed in a lump sum.

4) Funded projects must submit to the Program Administrator **two progress reports** on the following dates, plus receipts for funds spent to date if not previously been provided.

   6-month report due September 30, 2019

   Final report due March 31, 2020

   To be eligible for funding in the next year's funding cycle, funded projects must have completed both reports on time.

5) Projects shall make known the availability of garden plots in their neighborhood.

6) Failure to account for spent funds may be subject to prosecution under existing City law. The amount of funding unaccounted for must be reimbursed to the City.

7) Funded projects must operate in accordance with nondiscriminatory federal, state and local requirements.

8) The funded project must cultivate the area with edible plants at least six (6) months out of the year.

9) Maintenance: The funded project must maintain the property according to city code for a residential area. Grass may grow no higher than eight (8) inches. The funded project must ensure that growing areas are weeded and maintained weekly, in such a way that the garden presents a positive visual asset to the neighborhood. Tools and debris must be stored or moved away from common areas. The City will provide a garden sign, the design and placement of which will be coordinated with the funded project. The sign shall remain property of the City and may be removed by the City at any time. Should maintenance challenges arise, the project manager shall notify the Program Administrator immediately.

Signed:

Program Administrator, City of North Little Rock

Funded Project Representative

28 March 2019

Date

Date

EXHIBIT

B.

Last revised 3/8/2017