R-20-45

RESOLUTION NO. _____

A RESOLUTION RENEWING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A COMMUNITY GARDEN LICENSE AGREEMENT WITH ANTI-POVERTY GROUP FOR THE ANTI-POVERTY GROUP COMMUNITY GARDEN; 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, Anti-Poverty Group has previously submitted grant applications, and been approved by City Council (Res. Nos. 9406 and 9654), for a site located on property at 6301 Camp Robinson Road; and

WHEREAS, Anti-Poverty Group wishes to renew its Community Garden License Agreement with the City and has submitted and met the requirements of the application process for the Anti-Poverty Group Community Garden located on Camp Robinson Road, 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 Anti-Poverty Group for the Anti-Poverty Group Community Garden.

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 Anti-Poverty Group is hereby approved, and the Mayor and City Clerk are hereby authorized to enter into the renewal agreement (substantially similar to Exhibit A attached hereto) with Anti-Poverty Group for the Anti-Poverty Group Community Garden to be located at 6301 Camp Robinson Road.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

04/22/2019

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 10:50 A.M. _____ P.M.

By Amy Fields, CA

DATE 3-17-20

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

RECEIVED BY _____

City of North Little Rock
Community Garden License Agreement

This Community Garden License Agreement ("License") is made by and between **Anti Poverty Group ("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.

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. **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.

4. **MAINTENANCE.** Licensor agrees that the City has no duty to maintain the Licensed Area.

5. **RESTORATION.** Licensor agrees that upon termination of this License the City has no duty to restore the Licensed Area to its previous condition.

6. **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.

EXHIBIT
tabbies
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7. **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.

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

9. **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.

10. **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.

11. **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

12. **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:

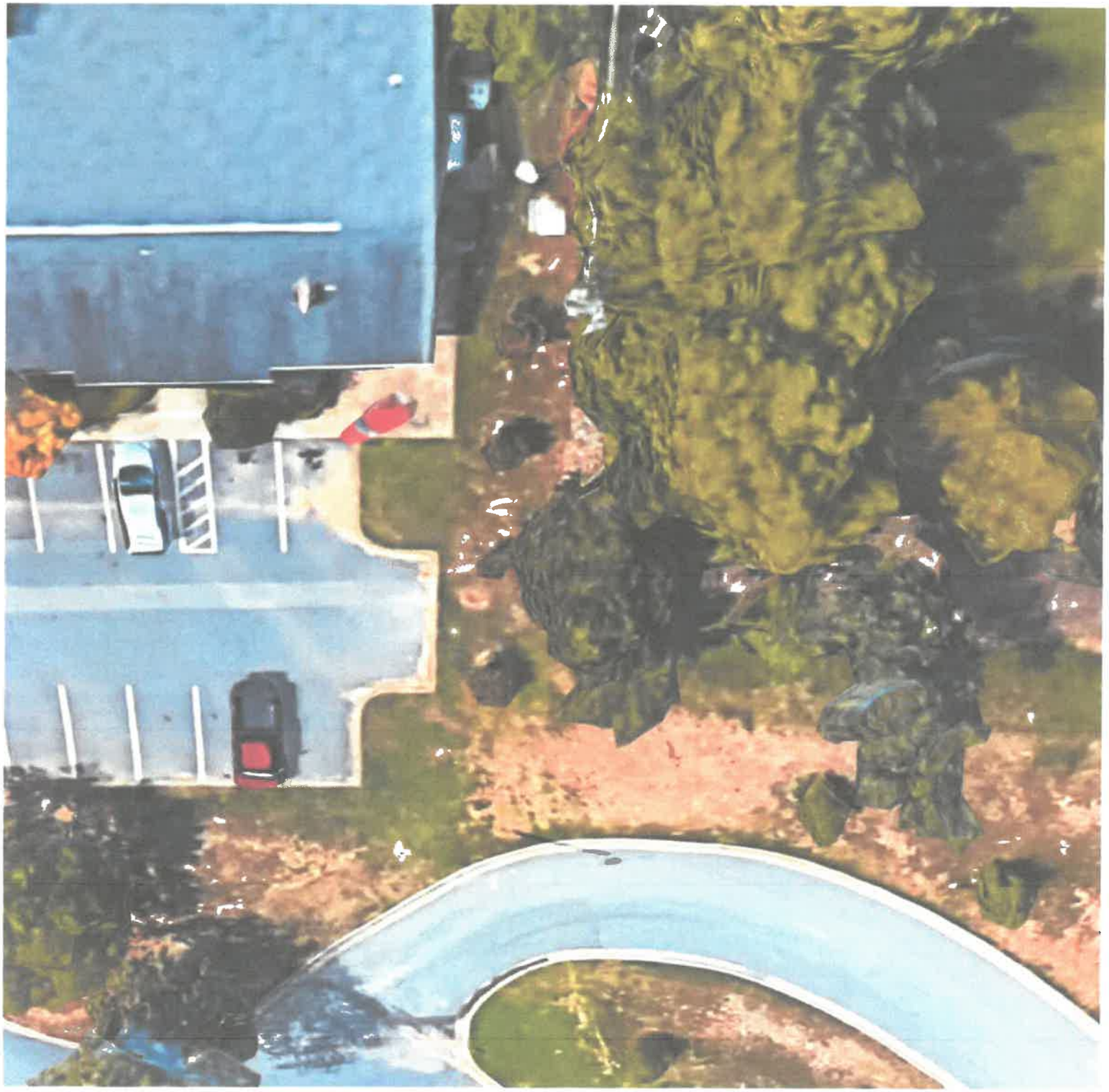
ANTI-POVERTY GROUP

By: _____
Print Name: _____

Date: _____

Anti-Poverty Garden

6301 Camp Robinson Rd.

EXHIBIT

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