

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION RENEWING THE COMMUNITY GARDEN LICENSE FOR IDLEWILD COMMUNITY GARDEN; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LICENSE AGREEMENT; AND FOR OTHER PURPOSES.**

WHEREAS, the City of North Little Rock (“the City”) is 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, Idlewild Community Garden has previously submitted grant applications that were approved by the City Council, for a site located on property at 3411 Idlewild Avenue for project(s) described in Exhibit A; and

WHEREAS, Idlewild Community Garden has submitted another application and met the requirements of the application process, 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 Garden Advisory Committee have reviewed and accepted the application of Idlewild Community Garden, and recommend a grant in the amount of \$5,000.00.

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

SECTION 1: That a license for the community garden site located at 3411 Idlewild Avenue is hereby renewed, and the Mayor and City Clerk are hereby authorized to enter into a License Agreement (attached hereto as Exhibit B) with Idlewild Community Garden.

SECTION 2: That a grant in the amount of \$5,000.00 (included in the Neighborhood Services budget) is approved, and the Community Garden 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 Terry C. Hartwick

SPONSOR:

ATTEST:

Nathan Hamilton  
Council Member Nathan Hamilton

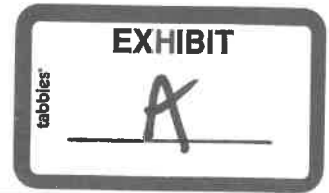
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields  
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	<u>11:00</u>	A.M.	_____	P.M.
By	<u>City Atty Amy Fields</u>			
DATE	<u>3-19-24</u>			
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>				
RECEIVED BY	<u>K. Thomas</u>			



**1. What is the need for a community garden in your community? What kind of community garden are you proposing? What is your vision for the garden? Will you be planting seasonally or year-round?**

The Idlewild Park Community Garden includes a vegetable garden that utilizes Integrated Pest Management Practices. We've created herb beds and installed a native plant and pollinator garden around the NLR community garden sign. By creating a space filled with edible landscaping and not using harmful chemicals, the park will continue to be a safe and inviting place for all visitors and their pets.

Our vision is to create a demonstration garden that is an accessible and welcoming space for those with mobility issues and for those who may have other physical challenges and disabilities. In practical terms, that means our garden rows will be 30-inch tall raised containers so that those in wheelchairs and walkers can reach the soil to work with the plants.

We will teach people how to grow food at their own homes and emphasize the importance of edible landscaping. Berries, vegetables and herbs will be planted seasonally and a native plant demonstration garden will be maintained year-round.

Idlewild Park Community Garden has great potential as a space to share educational and informational opportunities that will benefit all of the citizens of North Little Rock.

**2. How will your garden use the awarded funding? In your description, please list three measurable goals for the upcoming year.**

Funding will be used to add more raised containers that are accessible to people with mobility issues.

We plan to broaden the outreach of the garden and end the season with at least ten active volunteers.

We will provide informational resources for plants in the garden.

**3. How do you plan to recruit members/volunteers? How many expected volunteer hours a week will volunteers work? Please list all current volunteers.**

We plan to host an event for potential volunteers and current gardeners at the park this winter.

We plan to develop & distribute flyers throughout the neighborhood to promote the garden. Permission has already been granted by the owners of The Filling Station to post information at their store. Other businesses in Park Hill will be contacted as well.

We keep our neighbors updated by posting about the garden on local North Little Rock Facebook pages and other social media sites, such as Instagram and Nextdoor.

One of the most effective recruiting tools is our presence in the garden. We have visited with many individuals during our time watering and working in the garden. At present, our most active volunteers are Marcie Finney, Shelby Cutrer, Madison Srebalus, Zachary Srebalus, and David Singleton. Two families who volunteered last year have moved away from the neighborhood.

Collectively, volunteers are expected to contribute an average of two hours each person, per month. For example, someone could spend 20 minutes watering once per week, and 15 minutes a different day weeding and helping harvest produce.

**4. Detail your watering plan. How will you irrigate the space? What is your water source? How often will you water your garden? Who will pay for the water? The City of NLR is not responsible for paying water bills for any community garden.**

Parks and Recreation has a water spigot on site that was turned on approximately June 15, 2020. Water hoses are on site. Watering responsibilities will be assigned to those involved in the gardens (vegetable, herb, berry and pollinator gardens).

**5. Detail your maintenance plan. Who will actively maintain the garden? Consider weeding, watering, planting, harvesting, mowing, trash pick-up, compost turning, etc. When and how often will the garden be maintained?**

The garden managers will delegate duties for each space to the volunteer gardeners. Duties include watering, weeding, turning compost and trash pickup. The common areas surrounding the garden are maintained by the City of North Little Rock.

**6. Detail your outreach plan. How have you engaged with your community thus far? How will you let surrounding community members know about the gardens' availability, group workdays, and garden rules? Will you be looking for grant funding from other organizations? Please include any/all planned garden events.**

Please refer to Question 3. We plan to apply for funding from other grant programs, both municipal and private.

**7. Detail your educational plan. How will you educate members of the community about the garden, planting seasons, what you're growing, how to harvest, how to prepare the produce, etc.? How will you work with other gardens in the Community Garden Program? Who (if any) will you collaborate with?**

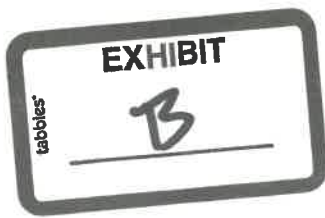
Opportunities to educate others on gardening will include participation by the master gardeners at St. Joseph Center of North Little Rock. They have already offered to provide plants and to host events both at Idlewild Park and their location. Other groups we have partnered with include Audubon Society of Central Arkansas, and the Arkansas Native Plant Society.

In order to promote nutritional education, we would like to host events such as once per season demonstrations on cooking and canning of fresh fruits and vegetables. One of our volunteers is a certified nutritionist who has offered to host seminars explaining the benefits of eating fresh produce.

Promotional and educational methods will include hosting events at Idlewild Park, providing printed pamphlets and using social media.

We will collaborate with other community garden managers and volunteers throughout the city to promote a sense of inclusiveness among all the gardens. This may include each community garden hosting a visit throughout the year.

**Code to garden shed lock: 1FLWR**



CITY OF NORTH LITTLE ROCK  
*Community Garden Program - Dept. Of Neighborhood Services*

**LICENSE AGREEMENT**

This Community Garden License Agreement ("License") is made by and between Idlewild Community Garden ("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 program 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 funds may only be expended on property where citizens may lawfully enter according to the purposes of the garden funding.

**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 terminate three-hundred-sixty-four days (364) thereafter, unless extended by the North Little Rock Public Community Garden Advisory Committee ("Committee"). The Committee may vote to renew this License for up to two (2) one-year terms, with the approval of the property owner.

**3. CONSIDERATION.** Licensor expressly agrees that the funding amount of \$5,000 provided by the City to establish a Community Garden includes full and adequate compensation for this License, including the two optional one-year renewals.

**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. The Licensor or the Community Garden Manager ("Manager"), if different, must cultivate the area with edible plants at least six (6) months out of the year.

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

The Licensor or Manager must maintain the property according to city code for a residential area. Grass may grow no higher than eight (8) inches. The Licensor or Manager 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 Manager. The sign shall remain property of the City and may be removed by the City at any time.

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 Program funding 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 to be, 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 City and Licensor and that the provisions herein constitute valid, enforceable obligations of each.

**IN WITNESS WHEREOF,** the name and seal of the Licensor is hereunto affixed by its duly authorized Mayor, effective as of \_\_\_\_\_ (date).

**FOR LICENSOR**

Marcie Finney By:

Date:

2-10-24

**FOR THE CITY OF NORTH LITTLE ROCK, ARKANSAS**

\_\_\_\_\_ By:

Terry Hartwick, Mayor

ATTEST:

\_\_\_\_\_ By:

Diane Whitbey, City Clerk





## Idlewild Park Community Garden

3411 Idlewild Ave, North Little Rock, AR 72116

