

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

**A RESOLUTION RENEWING THE COMMUNITY GARDEN LICENSE FOR NORTH HEIGHTS COMMUNITY CENTER; 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 funds to be used for the benefit of the garden sites; and

WHEREAS, North Heights Community Center has previously submitted grant applications that were approved by City Council for a site located on property at 4801 Allen Street in the City of North Little Rock, Arkansas for project(s) described in Exhibit A; and

WHEREAS, North Heights Community Center 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 Community Garden Committee have reviewed and accepted the application of North Heights Community Center and recommend a grant in the amount of \$1,950.00.

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

SECTION 1: That the license for a community garden site located at 4801 Allen Street is hereby renewed, and the Mayor and City Clerk are hereby authorized to enter into a License Agreement (attached hereto as Exhibit B) with North Heights Community Center.

SECTION 2: That the amount of \$1,950.00 (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:

  
Council Member Nathan Hamilton

ATTEST:

\_\_\_\_\_ Diane Whitbey, City Clerk

APPROVED AS TO FORM:

  
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>

## PROJECT DESCRIPTION

*Please be as detailed as possible.*

**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?**

To provide fresh produce/products to help promote a healthier lifestyle. To build a strong community. To provide educational opportunities on the importance of community gardens. Our vision is to provide a place for people to interact with individuals from different cultural, social and religious backgrounds. Also, for everyone to have access to healthy produce and provide an opportunity for people to work in companionship with nature and other.

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

Awarded funding will be used to purchase materials and equipment for 8 new raised beds, stepping stones to level garden area to combat wet issues and standing water issues and to purchase compost seeds and plants. Our goals are to increase community involvement, promote educational opportunities and promote team build for people to interact and work alongside and with each other.

**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 recruit members/volunteers via word of mouth, by posting signs and flyers and holding special events for the garden.

**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.***

Garden will be watered by hand irrigation using water hose. Our hope is to implement some type of irrigation system that would be more efficient and less time consuming through Fit To Live. The garden will be watered as often as needed by our youth and garden members and center staff.

**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 club members and youth ASPire members will maintain garden. Our city maintenance department will mow the grass. Garden will be maintained as needed; daily, weekly and monthly.

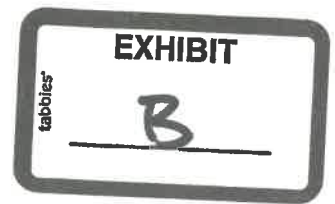
**6. Detail your outreach plan. How have you engaged with your community thus far? How will you let surrounding community members know about the gardens' availability, group workdays, and garden rules? Will you be looking for grant funding from other organizations? Please include any/all planned garden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

We have conducted garden club meetings. We have encouraged people that patronize the community center to come and join us as volunteers/members. In the past, we had our own garden facebook page. We will let people know about the garden's availability, garden rules and group workdays through word of mouth, at meetings and through postings of flyers. Garden club members/volunteers will also be made aware of group work days via text message. Garden rules will also be posted on garden sign.

**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?**

We hope to offer workshop and/or seminars opportunities. Post garden educational information via flyer or newsletter. We hope to network with other garden clubs through monthly meeting, visitation and special events.

**LICENSE AGREEMENT**



This Community Garden License Agreement ("License") is made by and between North Heights Community Center ("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 \$1,950 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**

Ernest Peoples By:

Date:

2/28/24

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

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

Terry Hartwick, Mayor

ATTEST:

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

Diane Whitbey, City Clerk

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**EXHIBIT**  
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**North Heights Community Center**

4801 Allen St. North Little Rock, AR 72118



# North Heights Community Garden

