

RESOLUTION NO. _____

A RESOLUTION APPROVING A COMMUNITY GARDEN LICENSE FOR LAKEWOOD COMMUNITY GARDEN; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO 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, a grant application has been submitted for a site owned by the Lakewood Property Association located at 3600 Avondale Road for the project(s) described in Exhibit A; and

WHEREAS, the herein named applicant has met the requirements of the grant application process and desires to enter into a License Agreement with the City for the establishment of a publicly-accessible community garden on its property, 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 the Lakewood Property Association and recommend a grant in the amount of \$1,500.00 for the community garden on property located at 3600 Avondale Road.

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

SECTION 1: That a license for a community garden site located at 3600 Avondale Road, North Little Rock, Arkansas, is hereby approved, and the Mayor and City Clerk are hereby authorized to enter into a License Agreement (attached hereto as Exhibit B) with the Lakewood Property Association (POA).

SECTION 2: That a grant in the amount of \$1,500.00 (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>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>K. Thomas</u>			



LAKESWOOD POA COMMUNITY PROJECT DESCRIPTION
2024 - SPRING

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?

Members in our community have voiced the need and desire for a community garden. The Community Garden located at Idlewild has been a success and many of those people that work that garden live in Lakewood. Our vision for the garden is to create a unique venue for neighbors of all ages to gather, socialize, and spend time outdoors. The location we have planned for the garden is right next to a walking trail, playground, and disc golf baskets making it an ideal location for the whole family. I would love for our garden to provide our community with fresh produce while at the same time possibly be able to help any local shelters to feed the homeless or less fortunate with our harvests. We do plan to plant year-round. Our initial plan is to start with 19 smaller sized raised beds overall to be able to have the garden bearing goods all year long.

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

Seeing as we are a Property Owners Association we have access to tools, tractors, dirt, ground cover, and mulch. Our biggest need is materials to build beds. This first year our three main goals are till and smooth out garden area and cover with ground cover, build a small fence around the area to keep out animals, and build and install raised beds and mulch the ground around and between beds. The 4th goal would be plant seeds and be able to harvest produce during our first year. We know that a successful community garden is going to take time and patience so we are trying to stay realistic on our goals.

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 have multiple ways to recruit volunteers. Our POA has close to 400 families in it who we can contact directly through email. We also send out a newsletter quarterly to roughly 3200 homes and we can use that to get volunteers as well. Lastly our social media pages have over 3000 followers as well. I think the hours worked a week would depend on the number of volunteers, so I do not have an answer for that. The current list of volunteers I have so far are listed as follows: Evan Blake, Mark Shaw, Dawn Menard, Makenzie Menard, Kody Gill, Chris Blake, Nick Herring, Matt Banks, Joey Price, Mindy Carroll, Amy Webb, Natalie George, Kyndle Daniels, Caitlin Hicks, Lance Smith, Michael Holmes, Ginny Marlin, Jeanne Hyde, and Michael Grounds

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. We are currently in the process of building a bathroom next to the proposed location for the garden. We will be adding a line off the main water line to the bathroom that will service the garden. The plan for watering will be as needed. Mostly likely 1-2 times per week, but could vary depending on the crop, season, and the overall amount of natural rainfall. Lakewood will be paying the water bill.**

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?
Our POA has a full-time maintenance staff and office staff that will check the garden daily. Our goal is to have the community & garden volunteers maintain the garden and we step in when needed. We understand that in the beginning stages of our gardens a lot of the work may fall on our staff.

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.
Our POA already offers many activities to our community from youth sports programs, to playgrounds, walking trails, outdoor workout equipment, community/holiday events, fishing, and many more community activities. To inform people of up-and-coming events at the garden we will use the same means listed above in question #3 to gain volunteers and send information. We will not be seeking funding from anyone else and do not currently have any events planned.

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?
As of now our plan is to have monthly garden meetings on weekday evenings or weekends to help educate the community and garden volunteers. Since Idlewild park has a community garden, we may contact some of their primary members to educate our new members. Plantopia is also located within the Lakewood area so we will be contacting them to see if they may be able to assist us with garden training.

Types of Raised Beds (Wood Based):



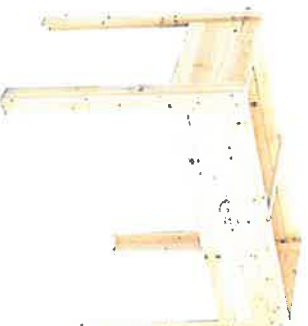
Corrugated metal with wood lining; shelving lip to rest tools; elevated.



Multi-tiered bed; more grow space, aesthetic.



2ft tall; metal corner lining for stability; easy to build

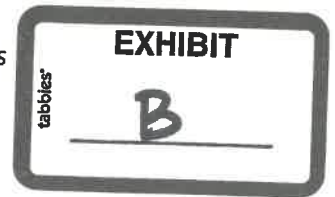


ADA accessible; easy to build; may need replacement sooner than other designs



Keyhole design; can use compostable scraps to add nutrients to the soil

LICENSE AGREEMENT



This Community Garden License Agreement ("License") is made by and between Lakewood Property Association (LPOA) ("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 \$1,500 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

Christopher Blake By: *Christopher Blake*

Date: *2-12-2024*

FOR THE CITY OF NORTH LITTLE ROCK, ARKANSAS

_____ By:

Terry Hartwick, Mayor

ATTEST:

_____ By:

Diane Whitbey, City Clerk



LPOA's Lakewood Community Garden

3600 Avondale Rd. North Little Rock, AR 72116

