

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A COMMUNITY GARDEN LICENSE AGREEMENT WITH THE NORTH LITTLE ROCK HIGH SCHOOL; 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 funds to be used for the benefit of the garden sites; and

WHEREAS, North Little Rock High School has previously submitted applications approved by City Council for a site owned by the North Little Rock High School located at 201 West 22nd Street in the City of North Little Rock, Arkansas; and

WHEREAS, North Little Rock High School has met the requirements of the application process and desires to enter into a Community Garden License Agreement with the City for the continued development and maintenance of a 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 Community Garden Advisory Committee have reviewed and accepted the application of the North Little Rock High School and recommend a grant in the amount of \$4,800.00 (Four Thousand Eight Hundred and 00/100 Dollars).

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into a Community Garden License Agreement (substantially similar to Exhibit A attached hereto) with the North Little Rock High School license agreement for the community garden site located at 201 West 22nd Street, North Little Rock, Arkansas.

SECTION 2: That a license for the community garden site is hereby approved for the subject property.

SECTION 3: That the amount of \$4,800.00 (included in the Neighborhood Services budget) is approved, and the Community Garden Advisory Committee is hereby designated to administer the license granted herein.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

Nathan Hamilton
Council Member Nathan Hamilton

ATTEST:

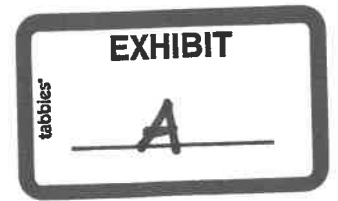
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	<u>10:30</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>8.6.24</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>S. Usery</u>			



City of North Little Rock Community Garden License Agreement

This Community Garden License Agreement (“License”) is made by and between **North Little Rock High School** (“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 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 **\$4,800.00** 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.** Licensors agree 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 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 Licensors and that the provisions herein constitute valid, enforceable obligations of each.

IN WITNESS WHEREOF, the name and seal of the Licensors is hereunto affixed by its duly authorized Mayor, effective as of _____ (date)

NORTH LITTLE ROCK HIGH SCHOOL

201 WEST 22ND STREET
NORTH LITTLE ROCK, ARKANSAS

By: _____
Brenda Melvin, Garden Manager

Date: _____

CITY OF NORTH LITTLE ROCK, AR

300 MAIN STREET
NORTH LITTLE ROCK, ARKANSAS

By: _____
Terry C. Hartwick, Mayor

Date: _____

ATTEST:

Diane Whitbey, City Clerk

Date: _____

