

Garden Name:

Amount Requested:

Season:

Year:



City of North Little Rock
Fit 2 Live Community Garden Program
Seasonal Funding Proposals



The City of North Little Rock Fit 2 Live Community Garden Program accepts seasonal funding proposals for community garden initiatives and urban agriculture projects in the City of North Little Rock. The goal of the Community Garden Program is to improve the constituents' access to healthy, affordable, and locally grown food by increasing the number of community gardens in North Little Rock. A community garden can be defined as any piece of land gardened collectively by a group of people, typically backed by non-profits, community centers, faith-based organizations, and schools. If you are interested in starting a community garden or expanding your garden's operations within North Little Rock city limits, you may propose your project to the City of North Little Rock for funding. Project funding can be used for garden construction materials and seasonal maintenance in exchange for your property's use as a community garden, and your volunteer garden management and maintenance efforts.

Email seasonal funding proposals to nlneighborhoodserv@nlr.ar.gov and asawyer@nlr.ar.gov, with the subject "[Insert Garden Name] Funding Proposal, [Insert Season], [Insert Year]". Failure to do so will prevent your proposal from review.

The annual deadlines for proposals are February 15 and August 15 by 4:00 PM

Questions?

Contact Neighborhood Services

nlneighborhoodserv@nlr.ar.gov / (501) 791-8500

Last Revised July 2021 - Anna Sawyer

Garden Name:

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Proposal Form

Organization / Group:

Garden Manager:

Phone Number:

Email:

Mailing Address:

City:

State:

Zip Code:

Assistant Garden Manager:

Phone Number:

Email:

Location of Garden Site:

Property Owner (P.O.) of Garden Site:

P.O. Phone Number:

P.O. Email:

Target Population for Garden:

Youth

Seniors

General Community

Other:

Seasonal Funding Proposal Submission Date:

Seasonal Funding Proposal Approval Date:

FOR OFFICE USE ONLY

Vendor #:

Amount Requested:

Garden Name:

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Program Requirements

- ☐ Funding is awarded in amounts up to \$5,000 per planting season, per project. City of NLR funding is provided in exchange for land access and volunteer work to create, promote, and maintain a garden serving their community. The City of NLR encourages gardens to request for needed funding, but the Community Garden Committee reserves the right to provide less funding than what is requested. Each garden can only be funded once per planting season.
- ☐ City funds must be spent within one (1) year of disbursement, or before submission of the next funding proposal.
- ☐ Funded projects must submit progress and budget reports to the Office of Neighborhood Services, as outlined in the Memorandum of Understanding (MOU). Originals or copies of all receipts must be submitted along with the budget reports. ***The City of North Little Rock will provide the MOU and reporting forms when funding is approved.***
- ☐ The garden group must be incorporated as a non-profit with the Secretary of State, under the umbrella of an existing non-profit or classified as an educational or faith-based organization. All organizations/garden groups must have a valid business license. ***Licenses are free of charge, and can be obtained at the City Clerk's office in NLR City Hall, 300 Main Street.***
- ☐ The garden group must be organized, maintain and post rules for the garden, and plan gardening projects prior to submitting a proposal.
- ☐ The garden manager is responsible for general maintenance of the space (planting, weeding, watering, etc.) and is required to attend 75% of monthly garden manager meetings.
- ☐ Projects must be located on property lawfully reserved for public use as a community garden. ***For projects located on private property, i.e. not City-owned, property owners must sign a one-year License Agreement with the City (attached) subject to City Council approval.***
- ☐ At least 80% of the garden must be used to grow edible plants.
- ☐ Funded projects shall make known the availability of garden plots to community members.
- ☐ Community Garden Projects must operate in accordance with nondiscriminatory federal, state, and local requirements.

Additional consideration will be given to community gardens that plan to:

- Offer reduced rates or a sliding scale for gardeners with limited resources - if garden plots are rented out in any way.
- Share informational/educational resources with community members.
- Serve areas without access to affordable, healthy, and local foods.

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Attachment Checklist
Please label attachments

- ☐ **Attachment 1-** Completed W-9 form.
- ☐ **Attachment 2-** Copy of the organization's current business licence.
- ☐ **Attachment 3-** Signed copy of the Memorandum of Understanding (MOU), once funding is approved. ***Please use the attached MOU form.***
- ☐ **Attachment 4-** Bylaws and Articles of Incorporation for the organization.
- ☐ **Attachment 5-** Project budget; listing general categories of items and their estimated cost to be purchased with program funds. ***Please use the attached budget form.***
- ☐ **Attachment 6-** Drawing of the planned garden layout, and pictures of the site.
- ☐ **Attachment 7-** Rules of the garden detailing responsibilities of the garden manager, the supporting organization, and community volunteers/participants.
- ☐ **Attachment 8-** Document containing codes to any sheds/gates on the property. If a key is used, a copy of the key must be provided to the Community Garden Director of NLR.
- ☐ **Attachment 9-** For projects on non-City owned property:
 - ☐ **9A-** Signed license agreement between property owner and the City of North Little Rock guaranteeing access to property for use as a community garden. ***Please use the attached license agreement form.***
 - ☐ **9B-** Birds-eye map of the property outlining the total area included in the license agreement (print Google satellite view).
- ☐ **Attachment 10-** For projects at a school/educational facility:
 - ☐ Memorandum of Understanding (MOU) for the project and maintenance plan signed by the garden manager and an authorized School District representative.

Garden Name: _____ **Amount Requested:** _____

Amount Requested:

Season: _____ **Year:** _____

Year:

Project Description

Please be as detailed as possible

1. What kind of community garden are you proposing? What is your vision for the garden?
2. How will the funding be used? In your description, please include two measurable goals for the upcoming year.
3. How do you plan to recruit members/volunteers? How many hours a week will volunteers be expected to work? Please list all current volunteers.
4. Detail your watering plan. How will you irrigate the space? What is your water source? How regularly will your garden be watered? Who will pay for the water? (***The City of NLR is not responsible for paying water bills at any community garden.***)

Garden Name: _____ **Amount Requested:** _____

Amount Requested:

Season: _____ Year: _____

Year:

5. Detail your maintenance plan. Who will maintain the garden? Consider weeding, watering, planting, harvesting, mowing, trash pick-up, compost turning, etc. How often/when will these tasks be done?
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 work days, and garden rules? Please include any planned garden events.
7. Detail your educational plan. How will you educate members of the community about 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 partner with?

Garden Name:

Amount Requested:

Season:

Year:

Assurances

- ☐ Applicant is not entitled to funding until this application is reviewed and approved by the Community Garden Committee of the City of North Little Rock.
 - ☐ **Allowable Expenses:**
Garden construction materials (raised beds, containers, etc.), walkways, tools, irrigation systems, soil amendments, seeds and plants. On a limited basis with prior approval from the Community Garden Program; fuel, water, electricity, tool rental, tool repair, labor, and educational workshop/conference fees.
 - ☐ **Unallowable Expenses:**
Improving private property, tree removal, play equipment, overhead costs (staff, office supplies, phone bill, etc.), fountains, decorative structures, requests from individual property owners on their own behalf.
- ☐ The City of North Little Rock has the right to require modifications to the seasonal funding proposal as a condition of approving and issuing funding.
- ☐ The applicant **must** provide a record of any funding spent. Any and all expenditures that are not for the purposes specifically described in the proposal, or not approved after modification, can **not** use City of North Little Rock funding.
- ☐ Any City funds remaining after the completion of the project shall be returned to the City with the final progress report.
- ☐ Failure to return receipts for expenditures will result in reimbursement from the application to the City of North Little Rock equaling the amount of the expenditures.

The designated signatory hereby certifies that they have received a copy of the guidelines for qualifying for receipt of project funding, that all information provided in the proposal form is complete and accurate, and that the signatory is authorized by their organization or group to execute this proposal and the Memorandum of Understanding (MOU) if the project is awarded funding.

Candidate/Organization:

Authorizing Signature:

Printed Name:

Date:

Attachment 3
Memorandum of Understanding (MOU)



City of North Little Rock
Fit 2 Live Community Garden Program
Memorandum of Understanding

ONLY TO BE COMPLETED ONCE FUNDING IS APPROVED



This Memorandum confirms that the City of North Little Rock will fund _____ in the amount _____, with the understanding that the funded project will adhere to the following requirements:

1) Community garden funds must be spent on approved items only. If unsure whether an item is approved, please contact the the Community Garden Director, Anna Sawyer (asawyer@nlr.ar.gov / (501) 351-0184) and/or the Office of Neighborhood Services (nlrneighborhoodserv@nlr.ar.gov / (501) 791-8500).

2) ALL funds must be spent and reported on by _____.

3) Based on the project's request and committee approval, funding will be disbursed in a lump sum.

4) Funded projects must submit to the Office of Neighborhood Services two progress reports on the following dates, plus receipts for funds spent to date if not previously been provided. To be eligible for funding in the next year's funding cycle, funded projects must have completed both reports on time.

- 6-month report due: _____
- Final report due: _____

5) Projects shall make known the availability of garden plots in their neighborhood.

5) Failure to account for spent funds may be subject to prosecution under existing City law. The amount of funding unaccounted for must be reimbursed to the City.

7) Funded projects must operate in accordance with nondiscriminatory federal, state and local requirements.

8) The funded project must cultivate the area with 80% of edible plants at least six (6) months out of the year.

7) Maintenance: The funded project must maintain the property according to city code for a residential area. Grass may grow no higher than eight (8) inches. **The funded project must ensure that growing areas are weeded, watered and maintained weekly**, in such a way that

Attachment 3

Memorandum of Understanding (MOU)

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 funded project. The sign shall remain property of the City and may be removed by the City at any time. Should maintenance challenges arise, the Garden Manager shall notify the Community Garden Director immediately.

Candidate/Organization:

Authorizing Signature:

Printed Name:

Date:



Attachment 5
Budget Form



Please detail your budget, and calculate the total cost at the bottom of this form.

EXAMPLE:

Category	Cost	Description
Garden Structures	\$350.00	Raised beds out of sheet metal & cypress

Total Cost: \$350.00

Category	Cost	Description

Total Cost: _____

Attachment 9A
City of North Little Rock
Community Garden Program License Agreement

This Community Garden License Agreement ("License") is made by and between _____ ("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 _____ 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.

Attachment 9A
City of North Little Rock
Community Garden Program License Agreement

5. **MAINTENANCE.** Licensors agree 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 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).

Attachment 9A
City of North Little Rock
Community Garden Program License Agreement

FOR LICENSOR

_____ By:

Date:

FOR THE CITY OF NORTH LITTLE ROCK, ARKANSAS

_____ By:

Terry Hartwick, Mayor

ATTEST:

_____ By:

Diane Whitbey, City Clerk