



City of North Little Rock
Fit 2 Live Community Garden Program
Request for Proposals



The City of North Little Rock Fit 2 Live Community Garden Program requests proposals for community garden and urban agriculture projects in the City of North Little Rock. The goal of the Fit 2 Live initiative is to improve access to healthy food and exercise by increasing the number of community and school gardens in North Little Rock. If you are interested in starting a community garden or expanding your garden 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 in exchange for the use of your property for the purposes of a community garden and your volunteer garden management and maintenance efforts.

Drop off or mail completed proposals to the Fit 2 Live office in City Hall, 120 Main St, North Little Rock AR 72114, "Attn: Fit 2 Live Community Garden Proposal."

Proposals may also be emailed to ihenry@nlr.ar.gov.

The annual deadlines for submissions are January 15 and July 15 by 4:00 PM.

Questions? Contact:

Isaac Henry

ihenry@nlr.ar.gov

(501)975-8780



City of North Little Rock
Fit 2 Live Community Garden Program
Request for Proposals



Program Requirements:

- ❖ Funding is awarded in amounts up to \$5,000 per project. City funding is provided in exchange for land access and volunteer work to create and maintain a garden serving the community. City encourages asking for funding amount needed, but reserves the right to provide less funding than what is requested. Each garden can only be funded once per year.
- ❖ City funds must be spent within one (1) year of disbursement.
- ❖ Funded projects must submit to the Fit 2 Live office progress and budget reports as outlined in the Memorandum of Understanding (MOU). Originals or copies of all receipts must be submitted along with the budget reports. *City will provide 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 institution. All non-profit entities must have a valid business license. *Non-profit business 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, have rules for the garden, and plan the gardening project prior to submitting a proposal.
- ❖ 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, candidates 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 in their neighborhood, especially among educational, faith-based and service organizations (such as nearby schools, churches, food pantries, youth organizations, communities and senior centers).
- ❖ Community garden projects must operate in accordance with nondiscriminatory federal, state and local requirements.

Additional consideration will be given to community gardens that include a plan for:

- ❖ Offering reduced rates or a sliding scale for gardeners with limited resources if garden plots are rented out in any way.
- ❖ Sharing informational and educational resources with other community garden groups.
- ❖ Serving areas without access to fresh foods in the surrounding neighborhood.
- ❖ Educating families with limited resources about gardening and nutrition.



City of North Little Rock
Fit 2 Live Community Garden Program
Request for Proposals



Proposal Form

Non-Profit 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 of Garden Site:

Property Owner's Phone Number:

Target Population for Garden: Youth Seniors General Community Other



City of North Little Rock
Fit 2 Live Community Garden Program
Request for Proposals



Attachment Checklist:

Please label attachments

Attachment 1 - Bylaws and Articles of Incorporation of the garden group or sponsoring non-profit.
On File

Attachment 2 - Project budget listing general categories of items and their estimated cost to be purchased with program funds. (Use attached budget form.)

Attachment 3 - Rules of the garden, including responsibilities of the organization AND of the participants.
On File

Attachment 4 - Drawing of the planned garden layout. On File

Attachment 5 - For projects on non-City-owned property:

* Signed license agreement between property owner and the City of North Little Rock guaranteeing access to the property for use as a garden, and a

* Birds-eye map of the property outlining the total area included in the license agreement (print Google satellite view).

Attachment 6 - For school projects, a Memorandum of Understanding for the project and maintenance plan signed by the garden group and an authorized School District representative. On File

Attachment 7 - A completed W-9 form. On File

Attachment 8 - A copy of the organization's current business license. Non-profit business licenses can be obtained at no cost from the City Clerk's Office in City Hall, 300 Main St., 975-8617.

Allowable Expenses:

Garden construction materials (raised bed, containers, etc.), walkways, tools, irrigation systems, soil amendments, seeds and plants. On a limited basis with prior approval from Fit 2 Live: fuel, water, electricity, tool rental, tool repair, labor, educational workshop/conference fees.

NOT Allowable 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.

Examples - not a complete list.



City of North Little Rock
Fit 2 Live Community Garden Program
Request for Proposals



8. Please estimate the following numbers to show how you will make the most out of the Fit 2 Live funds. THIS IS JUST AN ESTIMATE. It is expected that these numbers will change somewhat in your progress reports. FYI, each volunteer hour is worth \$19.14!

a) Volunteer hours:

Number of expected volunteers at hours each per year = total volunteer hours

b) Value of any donated materials

c) Any other funding?



City of North Little Rock
Fit 2 Live Community Garden Program
Request for Proposals



Assurances

1. The applicant is not entitled to funding until this application is reviewed and approved by the appropriate committee of the City of North Little Rock.
2. The City has the right to require modifications to the project as a condition of approving and issuing funding.
3. The applicant must reimburse the City for any and all expenditures that are not for the purposes described in the proposal or not approved after modification.
4. Any City funds remaining after the completion of the project shall be returned to the City with the final progress report.
5. Failure to return receipts for expenditures will result in reimbursement from the applicant to the City equaling the amount of the expenditure(s).

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 a Memorandum of Understanding if project funding is awarded.

Candidate/Organization:

Authorizing Signature: _____

Printed Name:

Date:



City of North Little Rock
Fit 2 Live Community Garden Program
Request for Proposals



Budget Form

Please select your expense categories from the drop-down menus in the table. Refer to page 4 for allowable expenses. Total Budget will be automatically calculated.

EXAMPLE:



City of North Little Rock Community Garden 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.

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.



City of North Little Rock
Fit 2 Live Community Garden Program
Request for Proposals



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 THE CITY OF NORTH LITTLE ROCK, ARKANSAS

FOR LICENSOR

By: Joe A. Smith, Mayor

By:

ATTEST:

Date:

Diane Whitbey, City Clerk