

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

**A RESOLUTION RENEWING THE COMMUNITY GARDEN LICENSE FOR GREATER SHILOH MISSIONARY BAPTIST CHURCH; 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, Greater Shiloh Missionary Baptist Church has previously submitted grant applications that have been approved by City Council for a site located on property at 217 North Hazel Street in the City of North Little Rock, Arkansas for project(s) described in Exhibit A; and

WHEREAS, Greater Shiloh Missionary Baptist Church 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 Greater Shiloh Missionary Baptist Church and recommend the amount of \$3,000.00.

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

SECTION 1: That the license for the community garden site located at 217 North Hazel Street is hereby renewed, and the Mayor and City Clerk are hereby authorized to enter into the License Agreement (attached hereto as Exhibit B) with Greater Shiloh Missionary Baptist Church.

SECTION 2: That the amount of \$3,000.00 (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:

Nathan Hamilton  
Council Member Nathan Hamilton  
*by AF*

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>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?**

The Greater Shiloh Missionary Baptist Church (TGSMB) is seeking funding for, "The Garden of Eating." TGSMB currently has a small lot across the street from the Church. It is approximately 3/4 fenced. TGSMB has used this parcel of land to create a garden to share with the community surrounding the church since May 2019. The garden consist of rows, raised beds and other containers in the garden. TGSMB has establish a relationship with the residents in the area and take ownership in being a part of the community, as well as, the community take ownership in the garden too.

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

Funding will be used for continuation of creating, maintenance and improvements of "The Garden of Eating (TGOE)." Funding will also be used to purchase additional supplies and materials for the upkeep of the garden.

Two Measurable Goals 1) to increase the community awareness of the TGOE by 25% by the end of Spring 2024. 2) To increase the amount of volunteers from the initial phase to the end of the 2024 year by 25%. 3) To increase the amount of produce grown from Spring 2024 to the end of Summer 2024 by 20% based on the maintenance maintain in the garden

**3. How do you plan to recruit members/volunteers? How many expected volunteer hours a week will volunteers work? Please list all current volunteers.**

Rodney Ford and Reginald Henderson, will recruit up to 3 additional members from the church and 3 youth from Shorter College in NLR to upkeep the garden area and recruit other volunteers. They will be requested to work up to 2 hours each week.

1)Reginald Henderson, faith-based member, minimum 20/hours/year 2)Rodney Ford, faith-based member, minimum 100/hours/year 3)Tina Ward, faith-based member, minimum 20/hours/year 4)Bill Young, community member, minimum 50/hours/year

**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.***

The Garden of Eating watering plan has a sprinkler for the beds and rows in the garden. TGOE water source will be Center Arkansas Water. Volunteers are encouraged to use the sprinkler and water hoses to conserve water use and is responsible for keeping the garden sufficiently watered. TGSMB will pay for the water. The Garden Manager and Assistant Manager will be responsible to ensure the garden is properly watered (as needed to keep a flourishing garden). They will also recruit additional volunteers if needed.



**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?**

TGOE Manager has developed a maintenance plan for common areas of the garden. Volunteers are utilized based on training given by the Garden Manager and other expert volunteers, including partnerships formed by the Pastor of the church and Garden Manager. The maintenance plan includes weekly cleanup, grass mowing, turning compost, etc. The Garden Manager coordinates members of the church, community, and other volunteers to assist him regular routine upkeep of the garden. Volunteers are trained by former and current community garden volunteers and city employees.

**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.**

TGSMBC begun the outreach plan for the garden in May 2019. The Garden Manager held bi-monthly meetings in locating information about the process of maintaining the community garden. He recruited members of the church and other community members to buy-in to the community garden concept. Once the idea was introduced to the pastor of the church and received his approval, a flier was designed and was used for distribution of a community garden. In addition, the church open up a Food Pantry to feed those in need. During that time, TGOE will do some extra recruiting and a sign up form of dates, times and positions need for the upkeep of the garden will be completed. ■

**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?**

TGSMBC located and form partnerships with other experts, community garden volunteers and city employees to first train us and then we trained those that we recruit. We plan on holding bi-monthly volunteer meetings or at least quarterly meetings with the community at large to continue building strong relationships and partnerships to keep our community garden on the forefront of the community. We also seek the expertise of the City regarding training, workshops, or additional information we can utilize to make our garden better and our presence in the community a vital part of it in the years to come.

TG SM BC

**LICENSE AGREEMENT**



This Community Garden License Agreement ("License") is made by and between The Greater Shiloh Missionary Baptist Church ("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 \$ 3,000 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).





**The Greater Shiloh Missionary Baptist Church’s  
“Garden of Eating”**

217 N Hazel St. North Little Rock, AR 72114