

R-24- 74

RESOLUTION NO. _____

A RESOLUTION APPROVING A COMMUNITY GARDEN LICENSE FOR BOONE PARK ELEMENTARY SCHOOL GARDEN; 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 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 Boone Park Elementary School located at 1400 Crutcher Street 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 garden will be accessible; and

WHEREAS, members of the Garden Advisory Committee have reviewed and accepted the application of Boone Park Elementary School and recommend a grant in the amount of \$1,500.00 for the Boone Park Elementary School Garden on property located at 1400 Crutcher Street.

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 1400 Crutcher Street, 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 Boone Park Elementary School.

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:

Nathan Hamilton
Council Member Nathan Hamilton
By AF

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman
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>			

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 school has a beautiful courtyard with raised garden beds, however, the majority of the school year is during cooler months when harvests are not as ideal. Having a greenhouse will allow us to start seeds over the winter for spring planting, and give us a longer growing season in the fall as well. This garden will serve all elementary students as they attend my class for STEM enrichment which we can design around gardening. Planting will be done year-round with less emphasis on summer as students are away.

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

We will use the funding to purchase a greenhouse and complete the garden space with quality hoses to water both raised bed plants and greenhouse plants. Hanging baskets and floor planters will provide more diverse planting options and improve the beauty of the space as most classrooms look into the courtyard. Seeds, starts, and plants will be purchased to fill both raised beds and the greenhouse space.

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

At least 2 hours a week will be spent in the greenhouse as student groups germinate seeds, monitor plant growth, and collect data on long-term experiments. Students will serve as volunteers as well as classroom teachers and parents/families. I often assist with parent/family events and plan to promote these volunteer opportunities to the larger community outside of classroom students.

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 school covers all water costs associated with the garden and we have a water spigot outside by the raised beds. The hoses purchased with the grant funds will be used in the greenhouse and raised beds. As part of class, and independently, we will water daily to weekly as needed based on weather and precipitation.



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?

Mowing, trash pick up, and general maintenance is provided by the school. As for plants and garden needs, I will be responsible for assuring the garden and greenhouse is cared for through the 10 months school is in session. Administrators (Mr. Orobona) must be on campus through the summer so there will always be someone on hand to help with water or care for the space. Visiting classes will be in the space weekly if not daily to weed, water, plant, and harvest.

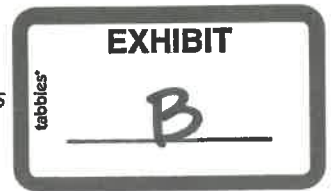
6. Detail your outreach plan. How have you engaged with your community thus far? How will you let surrounding community members know about the gardens' availability, group workdays, and garden rules? Will you be looking for grant funding from other organizations? Please include any/all planned garden events.

We are not seeking other grants at this time. I have a strong relationship with both classroom teachers and students and the larger neighborhood community. Information on out-of-school opportunities will be shared with families and neighbors while I will work with teachers on a weekly basis to assure students are engaged in the garden. Garden rules will be reviewed as part of class and posted for the public to see. Garden events include moving seeds started in the greenhouse into designated garden plots, educational days to learn about different vegetables and plants, and harvest events where students learn about food production and cooking.

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?

I design age-appropriate learning experiences for Kindergarten through 5th grade students. We will cover all the topics listed above during the corresponding season and time. Bringing in local experts, partnering with Gardeners at Baring Cross Community Garden, and incorporating this into our on-going beekeeping partnership with Calm+Confidence, there will be many ways to educate members of the community about the garden.

LICENSE AGREEMENT



This Community Garden License Agreement ("License") is made by and between Boone Park Elementary School - North Little Rock School District ("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 2/13/24 (date).
CFD

FOR LICENSOR

Brian K. Brown, CFO By: Brian K. Brown

Date:

2/13/24

FOR THE CITY OF NORTH LITTLE ROCK, ARKANSAS

_____ By:

Terry Hartwick, Mayor

ATTEST:

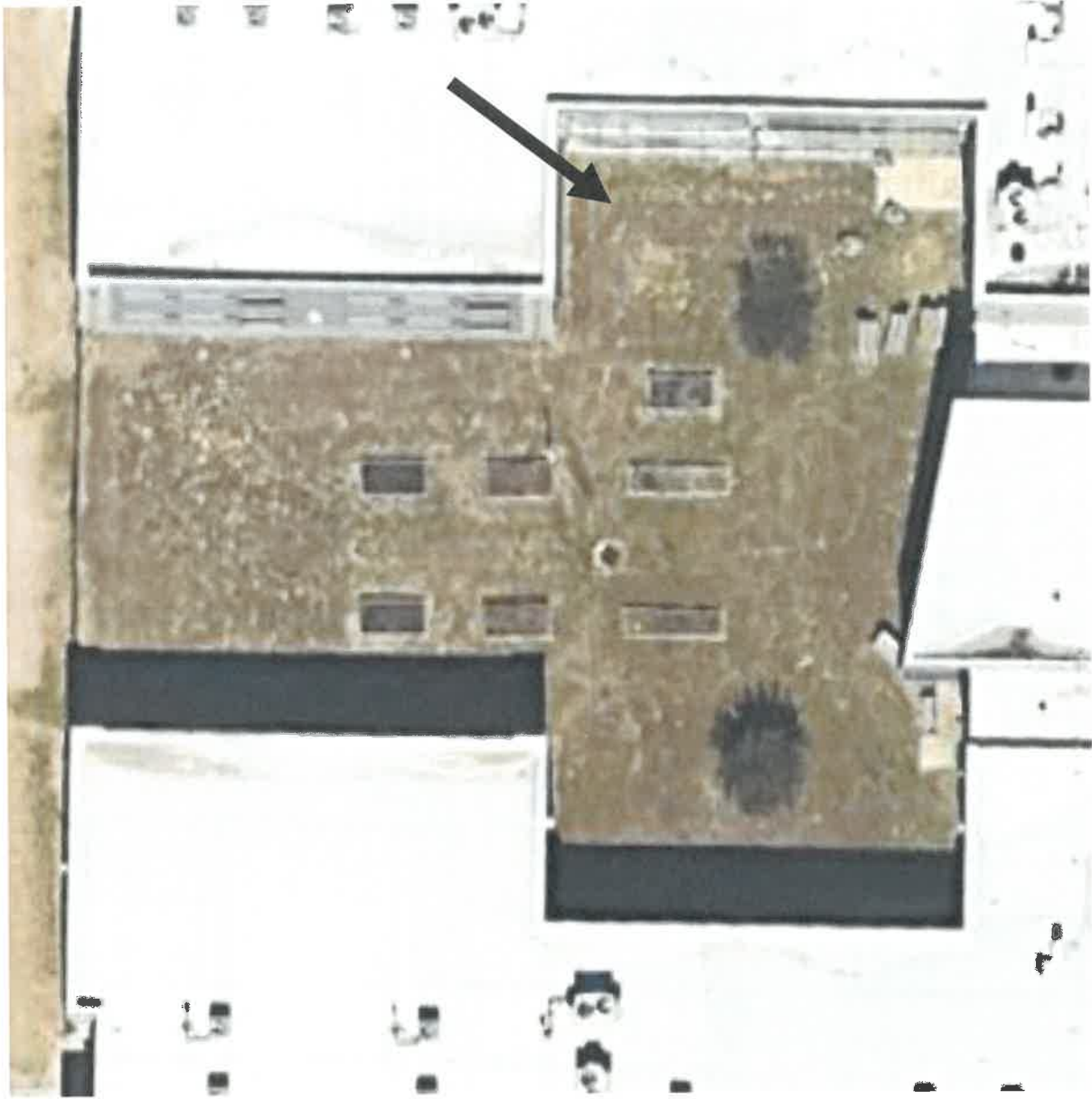
_____ By:

Diane Whitbey, City Clerk



Boone Park Elementary School Garden
1400 Crutcher St. North Little Rock, AR 72114





Location for Greenhouse – abundant sun and easy access