

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

**A RESOLUTION APPROVING A COMMUNITY GARDEN LICENSE FOR URBAN PATCHWORK (CALM & CONFIDENCE) APIARY 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 Urban Patchwork (Calm & Confidence) 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 community garden will be accessible; and

WHEREAS, members of the Garden Advisory Committee have reviewed and accepted the application of Urban Patchwork and recommend a grant in the amount of \$5,000.00 for the community apiary 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 apiary garden 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 Urban Patchwork (Calm & Confidence).

SECTION 2: That a grant in the amount of \$5,000.00 (included in the Neighborhood Services budget) is approved, and the Community 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

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>V. 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?**

We aim to engage the greater Boone Park community in urban beekeeping. The site is well-prepared for additional hives and a flourishing garden but we need to engage the surrounding neighbors to increase garden use and strengthen the collaboration started with Boone Park Elementary. We are proposing a learning apiary with 4 total hives, on-site harvesting opportunities, and informal/formal apprenticing programs managed year-round. Monthly demonstrations and hands-on experiences will be provided for students and the greater community. All honey produced will be given away.

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

Funds will be used to add 3 hives (with one already placed) to the Baring Cross Community Garden, invest in learning opportunities for all ages, and provide shelter for on-site honey harvests open to the public.

- Students at Boone Park Elementary will communicate their understanding of bees by leading 3 demonstrations for the public
- At least 10 members of the neighborhood will formally/informally apprentice as a beekeeper using the learning apiary
- Over 100 jars of honey will be given away to the community

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

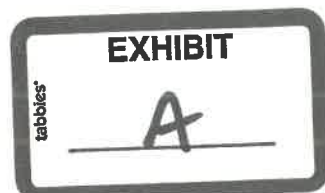
Mrs. Bran-Vasquez, our contact at Boone Park, is heavily involved in the parent community of Boone Park Elementary. We have also developed a relationship with Baring Cross representatives. Through these pathways and signage, we plan to recruit visitors and apprentices to join us for hive inspections and honey harvesting.

We will spend at least 6 hours per month monitoring the hive and hosting educational opportunities.

**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.***

No water access is needed for beekeeping. The Arkansas River will provide water for the bees.

For harvests, we can bring water or use taps in the garden.



**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?**

Lauren and a team of beekeepers will plan monthly hive maintenance where students get to learn during the weekdays and youth/adults will assist in evenings/weekends.

In the spring, the hives need to be visited every 2 weeks. In the winter, every 6 weeks. When school is not in session, Lauren will be fully responsible for monitoring the hive, and public engagement can continue.

Apprentices from the neighborhood can take on maintenance as their experience grows leading to more localized leadership overtime.

**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.**

Yes, we have a strong relationship with the neighborhood already. We plan to increase announcements via school and NLR Garden Program social media. Signage on the fence will provide inspection details as well as educational literature. A consistent schedule will be shared allowing for clear communication (i.e., every 1st and 3rd Thursday at 4pm). Inspections, harvests, build days, and classes are planned.

We have applied for a grant to fund the On-Site Honey Harvest through Whole Foods Foundation but have not received notice at the time of this application. No other grants are being sought. If extra funds are available, a lockable storage area will be bought.

**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?**

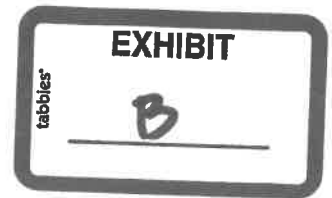
The community will be encouraged to sign up for monthly emails sharing events and learning opportunities in beekeeping. Students from Boone Park will receive in-class and outdoor education and their families and neighbors will join for after-hours events. Other community members, such as volunteers from Baring Cross Community Garden, will be invited to scheduled experiences as well.

Informational signage on beekeeping and promotion of pollinator awareness will educate and engage the neighborhood as well as apprenticing opportunities that can lead to job training/employment. We have a structured apprenticing program throughout the city already which can be utilized at this site.

We will collaborate consistently with Boone Park Elem, Baring Cross Church, and NLR Gardens.

City of North Little Rock  
Community Garden Program - Dept. Of Neighborhood Services

**LICENSE AGREEMENT**



This Community Garden License Agreement ("License") is made by and between Urban Patchwork ("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 \$5,000 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 2/2/24 (date).

**FOR LICENSOR**

*[Handwritten signature]*

By: *Lauren Anderson*  
*Urban Patchwork*

Date:

*2/12/24*

**FOR THE CITY OF NORTH LITTLE ROCK, ARKANSAS**

\_\_\_\_\_ By:

Terry Hartwick, Mayor

ATTEST:

\_\_\_\_\_ By:

Diane Whitbey, City Clerk





**Urban Patchwork's Calm & Confidence Apiary Garden**

1400 Crutcher St. North Little Rock, AR 72114  
(Vestal Park)





# Hive Layout Options



Signage will be placed along fence to educate and inform the community on beekeeping opportunities

Additional hives will be placed along the fence-line to assure hives are protected and volunteers in the garden can maintain a safe distance when working.