

**RESOLUTION NO. T-2018-05-004R**

**RESOLUTION AUTHORIZING THE TOWNSHIP SUPERVISOR TO EXECUTE A LEASE AGREEMENT WITH URBANA FREE LIBRARY FOR USE OF 203 W. GREEN STREET AS A COMMUNITY GARDEN**

**WHEREAS**, at lot at 205 W. Green St. Urbana, IL 61801 is owned by the Urbana Free Library and adjacent to Cunningham Township, and

**WHEREAS**, Cunningham Township proposes a community garden using a portion of 205 W. Green Street with the purpose to: facilitate interaction amongst residents of Urbana of different backgrounds, provide fresh vegetables and flowers for low-income residents, act as a community workfare site for township participants, cultivate the partnership between the Township and the library, provide space for events, and educate the public about the services of the Township and role it plays in the health of the community.

**WHEREAS**, The Urbana Free Library staff and Cunningham Township staff have drafted a lease agreement for use of the space that is planned to come before the Board of the Urbana Free Library on May 8, 2018.

**NOW THEREFORE BE IT RESOLVED** by the Township Board of The Town of Cunningham that the Resolution Authorizing the Township Supervisor to Execute a Lease Agreement with Urbana Free Library for use of 203 W. Green Street as a Community Garden is approved and authorizes the Supervisor of the Town of Cunningham to sign said Agreement.

Approved this 7th Day of May, 2018. by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.

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Charles A. Smyth, Town Clerk

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Diane Wolfe Marlin, Chair

LEASE AGREEMENT  
203 W. Green St., Urbana, IL 61801

THIS AGREEMENT is made and entered into by and between the URBANA FREE LIBRARY (UFL), and CUNNINGHAM TOWNSHIP (CTSO).

WITNESSETH

WHEREAS, The Urbana Free Library owns a vacant parcel located at 203 W. Green Street, Urbana, Illinois, Permanent Index Number 92-21-17-211-003 (hereinafter "the property"), but only a butterfly garden and Little Free Library are located on the property.

WHEREAS, Cunningham Township Supervisor's Office desires to use and to maintain the property as a temporary community garden under the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and of the covenants, conditions and agreements herein contained, the parties hereby agree as follows:

1. Use of Property

The UFL agrees to lease the property to CTSO for its exclusive use as a community garden to be operated by CTSO, in the approximate configuration shown on the attached site plan, (Attachment A). CTSO shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local governments which may in any manner affect the property. CTSO agrees to pay the UFL, at the office of its comptroller, the annual sum of one dollar (\$1.00) as rent for the property, payable in advance on the 1st day of June of each year during the term of this Agreement.

2. Term of Agreement

The initial term of the Agreement is one (1) year starting May 8, 2018. Following the initial term, this Agreement will be automatically renewed for successive one-year periods, unless either party requests termination of the Agreement in writing, not less than ninety (90) days prior to termination of the current term.

The UFL reserves the right to order the sale of all or any portion of the property at any time. Upon termination of this Agreement, CTSO will return the property to the UFL in a neat and orderly condition and in its original state.

3. Maintenance, Repair, and Rules

CTSO agrees to do the following:

- (1) Perform landscaping and gardening activities consistent with use as a garden, including removal of dead/dying plants and rotting vegetables;
- (2) Keep the garden in good, clean, and orderly condition on a year-round basis;

- (3) Keep the garden and adjoining sidewalks clean of all trash, litter, debris, and weeds;
- (4) Make all repairs necessary to keep equipment, fences, and furniture in good order and repair;
- (5) Notify the UFL within 24 hours of the occurrence of an accident, fire, or damage to the property.
- (6) Reserve the existing UFL butterfly garden and Little Free Library (see site plan) for exclusive use by UFL.
- (7) Submit a proposal for the pathway to UFL for approval prior to implementation.
- (8) Additional Rules and Regulations are contained in Attachment B and are incorporated into this Agreement.

4. Improvements and Alterations

CTSO must obtain the written permission of the UFL before making any improvements or alterations to the site, except for ordinary maintenance and repair.

5. Hold Harmless

CTSO hereby agrees to protect, indemnify, hold and save harmless, and defend the UFL, its agents, employees, and elected officers, against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, proximately caused or proximately arising out of negligent acts or omissions to act by CTSO in connection with its performance under the terms of this Agreement, including operations of its subcontractors and negligent acts or omissions of employees or agents of CTSO or its subcontractors. CTSO further agrees to hold and save harmless the UFL against any and all liability for acts of vandalism, destructive storms, insect infestations, or any other loss or claim that occurs in connection with use of the property.

6. Equal Employment Opportunity Certification

CTSO will not discriminate against any individual or group on the basis of race, color, creed, class, national origin, religion, sex, age, marital status, physical and mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record or source of income, or any other discrimination based upon categorizing or classifying a person rather than evaluating a person's unique qualifications relevant to this Agreement.

7. Compliance

If CTSO does not comply with the terms of this Agreement or violates any state, federal or UFL law or ordinance, the UFL will notify the group in writing of the problem. CTSO will have 30 days to correct the problem. If appropriate action is not taken by CTSO, the UFL has the right to terminate this Agreement, and CTSO will lose the right to use the property.

8. Insurance







**ATTACHMENT B**  
**Rules & Regulations**

1. Participants may garden at their own convenience during the hours of 5:00 am to 10:00 pm, seven days a week. No gardening will be conducted outside this time frame.
4. Children under 10 years of age in the community garden area must be supervised at all times by a person 18 years of age or older.
5. Gardeners are expected to keep their plots clear and free of weeds, grass, and other debris that can harbor insects. Weeds over one (1) foot in height or weeds with seed heads must be removed. Weed definitions include: devil or crab grass, which can spread and choke off other plants.
6. All weeds, cuttings, and other debris must be removed with each visit or before becoming a nuisance.
8. Absolutely no dumping of debris into other garden plots is allowed.
9. Garden plots may not be used to grow illegal plants or trees of any kind.
10. Crops, plants, vines and vegetation must be contained within the boundaries of the CTSO garden plots. Overlapping onto adjacent pathways or garden plots is prohibited.
11. No fertilizers, insecticides or herbicides will be used that will in any way detrimentally affect adjacent gardens plots or grass areas.
12. Structures, other than trellis for vines and melons, are not allowed in the community garden, unless first approved by the UFL.
14. The UFL assumes no liability for any injury, damage, theft or loss of property belonging to garden user participants, before, during, or after their usage and/or lease. CTSO will require all users to sign a Release and Indemnification Agreement form and an acknowledgement of the Rules & Regulations before being allowed to use the property.
15. The UFL reserves the right to have full access to all garden plots at any time in order to ensure that all rules, regulations, and laws are being observed, and if necessary may terminate a garden plot lease or activity for the safety and welfare of UFL property.

## **Community Garden Proposal by Cunningham Township 203 W. Green Street Urbana**

### **Proposal**

Cunningham Township proposes a Community Garden to be located at 203 W. Green Street in Urbana, property owned by the Urbana Free Library that sits adjacent to the Township office, a portion of which would be available to the Township via a lease agreement.

The purpose of the garden project is to facilitate interaction amongst residents of Urbana of different backgrounds, provide fresh vegetables and flowers for low-income residents, act as a community workfare site for township participants, cultivate the partnership between the Township and the library, provide space for events, and educate the public about the services of the Township and role it plays in the health of the community.

The Cunningham Township Supervisor's Office (CTSO) is a local government agency serving the lowest income households in Urbana through General Assistance, Homeless Assistance, Consolidated Social Service Funding with the City of Urbana, and advocacy. We cultivate strong, trusted partnerships with other local governments, agencies, and funders to ensure the basic needs of our participants are met. As a small office headed by elected Supervisor, Danielle Chynoweth, we are able move nimbly to provide a non-duplicated safety net for Urbana households dealing with the devastations of homelessness, joblessness, or disability.

CTSO currently runs a Community Workfare program where participants who receive assistance and are able to work provide up to 32 hours of service per month to a local, non-profit or government agency. Currently all of our active host sites are in Champaign, some are not on the bus line, and one requires walking over the interstate without a sidewalk. The Supervisor is looking to retool the program to meet participant desires for community, fresh healthy food and outdoor activities. This site is planned be one of four to five Urbana-based options for Workfare participants to choose from. Based on informal surveys of participants there is strong enthusiasm from CTSO workfare participants, staff, interns and volunteers to cultivate a community garden.

### **Cunningham Township Supervisor's Office roles and responsibilities**

CTSO will provide vision, design and direction with input from the Urbana Free Library. CTSO will coordinate all work with interns, community workfare participants and volunteers. Cunningham Township will be the leaseholder and hold insurance to cover liabilities on the land. Employees, interns, regular volunteers, and community workfare participants are covered under TOIRMA, township insurance. Event participants will be asked to sign a waiver releasing claims. CTSO has set aside a budget of \$4000 for internships and garden supplies. The garden will be managed by three people:

- CTSO Supervisor will 1) help develop the vision and purpose of the garden in conjunction with the library and garden interns 2) Approve designs, budget and expenditures, 3) Help to identify community volunteers through community workfare participants and interested residents, 4) Meet regularly with the Garden Coordinator to provide mentorship and feedback.
- A Garden Coordinator intern who will design the garden, coordinate labor, manage the budget, speak about the township and its programs.



- A Garden Helper intern who will 1) helping implement the garden plan by preparing, planting, maintaining, harvesting and cleaning up the garden in conjunction the Garden Coordinator and volunteers, 2) staffing garden work days and events, 3) speaking about garden and township programs to interested individuals.

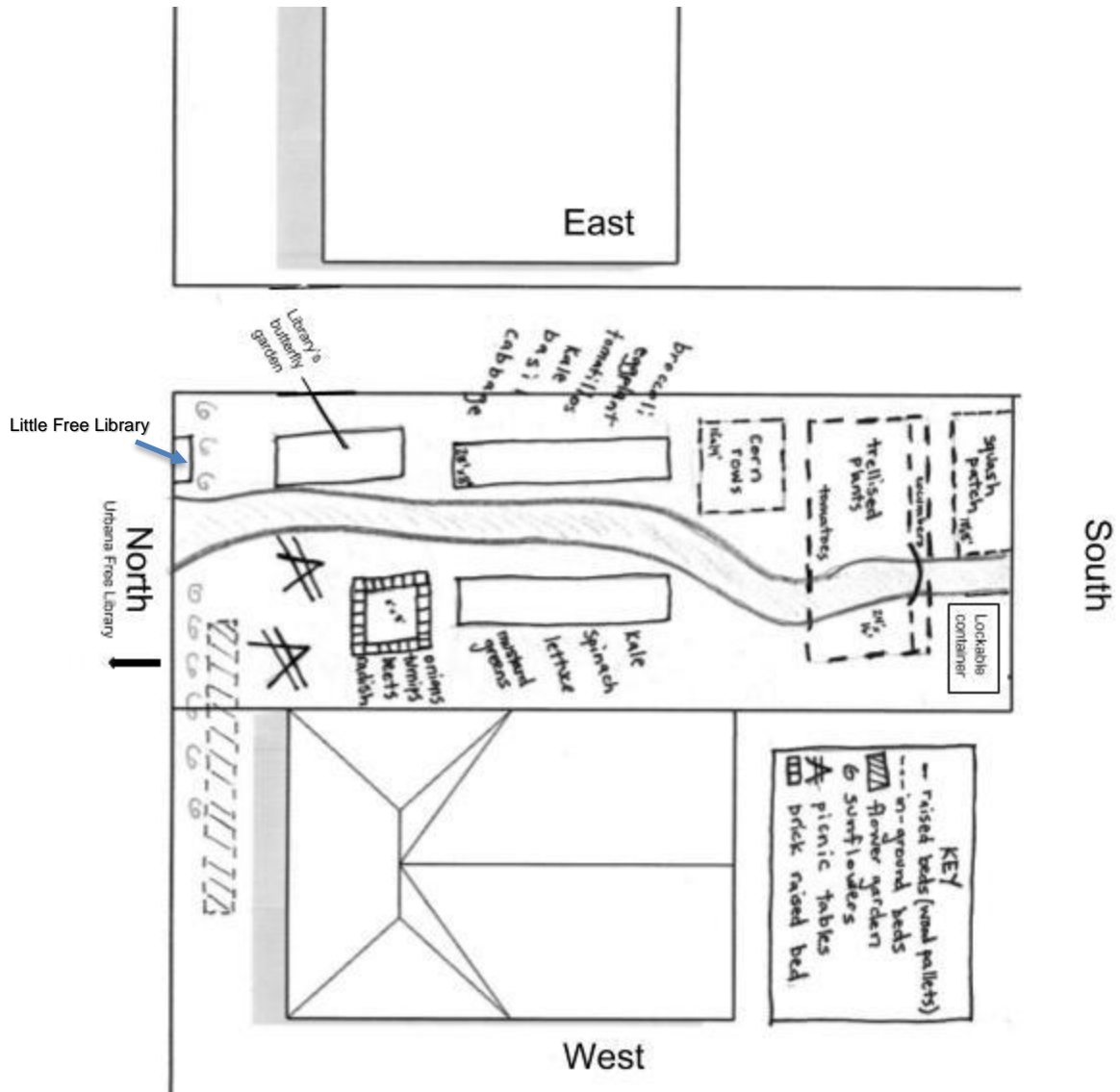
#### Partners to date

- **Urbana Free Library**
  - Use of land for \$1 a year
  - Interest in developing collaboration around programming and use
- **Blue Moon Farms**
  - Donating excess plant starts and supplies
- **City of Urbana**
  - Donating landscape recycling soil and mulch

#### Land and Design 203 W. Green Street



- The plot is 124 feet by 34 feet minus 8 x 16 foot section the library will retain use of (this is currently the Teen Open Lab Butterfly Garden).
- Previously this lot had a victorian house known to have lead paint and some asbestos in basement (CTSO will conduct soil testing in any areas planned for in-ground beds)
- Two 28' 'x 8' raised beds
- In-ground beds as soil quality allows
- Lockable deck container will hold all tools
- Flower garden and seating area for community events
- Pathways between beds designed to be accessible



### Garden Timeline 2018

- **April - May**
  - Program and Site Design
  - Legal and staff review
  - Anticipated Lease Approval by Town Board - May 7th 7pm
  - Anticipated Lease Approval by Library Board - May 8th 7pm
- **May - June**
  - Conduct soil testing
  - Purchase tools and shed
  - launch/naming event,
  - construct raised beds
  - Planting
  - Irrigation installation
- **July - August**

- Landscaping: pathways and seating area
- envisioning events for library, township, and general Urbana community
- **September - October**
  - Continued maintenance
  - Harvest
  - clean for winter

### **Model Community/Library Garden Initiatives**

<http://publiclibrariesonline.org/2014/09/transforming-your-library-with-a-garden/>

<https://www.webjunction.org/news/webjunction/growing-library-garden-programs.html>

<https://www.leblibrary.com/community-gardens>

### **Attachments:**

- Lease agreement
- Rules and Regulations