

**RESOLUTION NO. 2039
AS AMENDED ON MARCH 14, 2011**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALISBURY TO APPROVE A LEASE WITH SHORE FRESH GROWERS ASSOCIATION AND URBAN SALISBURY, INC. FOR THE PURPOSE OF OPERATING A PRODUCER'S FARMERS' MARKET IN DOWNTOWN SALISBURY.

WHEREAS the Shore Fresh Growers Association (SFGA) have historically operated a producer's only farmers' market in a City of Salisbury Parking Lot; and

WHEREAS the current lease has expired; and

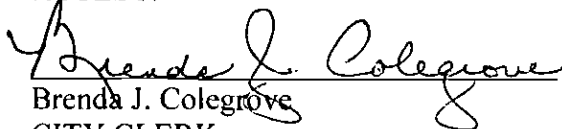
WHEREAS the Shore Fresh Growers Association desires to continue to use Lot # 16 during the months of April to ~~September~~ November; and

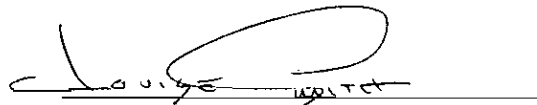
WHEREAS the Shore Fresh Growers Association and Urban Salisbury, Inc. would like to have the Shore Fresh Growers Association to provide a producer's only farmers' market in downtown Salisbury for the 2011 local produce season.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland to approve the attached Lease Agreement between the City of Salisbury, the Shore Fresh Growers Association, and Urban Salisbury, Inc. to provide a farmers' market in downtown Salisbury in City Parking Lot #16 (bordered by East Market Street and the Wicomico River) for the 2011 growing season.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 14th day of March, 2011 and is to become effective immediately upon adoption.


ATTEST:


Brenda J. Colegrove
CITY CLERK


Louise Smith
PRESIDENT, City Council

APPROVED by me this

18th day of March, 2011


James Ireton, Jr.
MAYOR, City of Salisbury

Memo

To: John Pick, City Administrator

From: Pamela B. Oland, Director of Internal Services *PBO*

Date: March 1, 2011

Re: Lease Agreement with Urban Salisbury, Inc. and Shore Fresh Growers' Association for a Farmers' Market in Downtown Salisbury

The Procurement Division is seeking to authorize a lease agreement between the City of Salisbury, Urban Salisbury, Inc. and the Shore Fresh Growers' Association for the operation of a farmers' market in downtown Salisbury in Lot #16. Shore Growers have previously operated in this lot and their lease has expired. This new lease would again allow the use of Lot #16 on Saturdays from 8:00 a.m. until 1:00 p.m. during the months of April through November. If approved, the farmers' market would have the option to return to Lot #10 at the end of the growing season and utilize the fourth section of Lot #10, in conjunction with the Urban Salisbury Park and Flea. If approved, this lease would automatically renew for an additional two years, subject to mutual agreement between all parties.

Attached please find copies of the proposed lease agreement, and the proposed resolution, for the period of March 14, 2011 to March 14, 2012. Urban Salisbury, Inc. and the Shore Fresh Growers' Association have agreed to adhere to all conditions of the new lease and will provide required insurance coverage, as noted in the lease.

LEASE AGREEMENT

THIS AGREEMENT made this 15th day of March, 2011, between the CITY OF SALISBURY, Landlord, and SHORE FRESH GROWERS ASSOCIATION (SFGA), and URBAN SALISBURY, INC., Tenants as follows:

WITNESSETH:

1. The Landlord hereby rents to the Tenants a portion of City Parking Lot #16 (bordered by East Market Street and the Wicomico River) every Saturday from 8:00 a.m. to 1:00 p.m., beginning April 2, 2011 through November 19, 2011, with the option to relocate to Lot # 10, bordered on the east by Route 13, on the south by Calvert Street, on the west by Poplar Hill Avenue, and on the north by Church Street, after September, 2011, for the sum of One Dollar (\$1.00) per day payable upon approval of the lease. Tenants intend to use the property for a producers' only Farmers' Market. This lease shall renew automatically for an additional two (2) years, subject to mutual agreement by all the parties. Either of the parties, with 30 days advance, written notice, may cancel the Agreement.
2. The Tenants hereby covenant with the Landlord to pay the rent aforesaid, keep the premises in good order and to surrender the peaceful and quiet possession of the same at the end of the term in as good condition as when received, and further the Tenants will not do, suffer or permit anything to be done in or about the premises which will contravene any policy of insurance of the Landlord, nor use, nor permit their use for the purposes other than those of Urban Salisbury, Inc.
* Tenants further covenant that they will not at any time assign this agreement without the consent in writing of the Landlord, or its representatives. Tenants further covenant that no alterations or repairs will be made to the leased premises without prior consent of the Landlord, and that, whatever alterations or repairs the Tenants shall be permitted to make shall be done at Tenants' own expense.
3. SFGA will operate the Salisbury "Shore Fresh "Farmers' Market in accordance with its longstanding rules that require all produce offered for sale to be of local (Delmarva) origin to be sold by the growers themselves or their agents. The market will operate in compliance with all local, state, and federal regulations.

4. No craft items, other than decorative items made by the farmers from material produced on their farms will be sold at the farmers' market. In return, all parties agree that from May 1st through November 19th the farmers' market, will be the sole downtown Salisbury venue for sales of local, seasonal produce on the respective market days. SFGA agrees that nothing will be presented, used, sold or solicited that is against the law, or contrary to, or forbidden by, the ordinances of the City of Salisbury and the laws of the State of Maryland.
5. Tenants further covenant as follows:
 - A. To provide the City with a Certificate of Insurance naming the City as an additional insured and to maintain such insurance during the term of this lease. Such certificate will evidence that the Tenants have insurance in the following amounts: General commercial Liability (General Aggregate \$2,000,000; Each Occurrence \$1,000,000; Fire Damage \$300,000; and Medical Expense \$10,000).
 - B. To keep property clean and in good repair during the term of the lease and to remove all debris from the premises on or before 5:00 p.m. each Saturday and to deposit the same in the County landfill: no trash will be placed in City trash receptacles.
 - C. To permit access to the property by City employees and to cooperate fully with routine or emergency activities of City agencies.
 - D. To remove all improvements, materials, and equipment and to restore the property to the original condition on or before 5:00 p.m. each Saturday.
 - E. To comply with all City ordinances.
 - F. To refuse to allow any lewd or indecent actions, conduct, language, pictures, or portrayals to be included in the activities or events presented by Tenants on the premises, and nothing is to be presented, used, sold, or solicited that is against the law, or contrary to, or forbidden by, the Ordinances of the City of Salisbury and the laws of the State of Maryland. Tenants agree to abide by and to be bound by the decision of Landlord should any questions of propriety arise under this paragraph.

- G. To prohibit sale of the following items during the Farmers' Market:
- (1) Weapons of any kind (e.g., firearms, edged weapons, impact weapons, chemical sprays).
 - (2) Flammable or combustible liquids.
 - (3) Products with expiration dates, foods designed for infants under two years of age, medicines, drugs and cosmetics; and
 - (4) Pets or livestock.
- H. To prohibit the use of the following items during the Farmers' Market:
- (1) Open flames (such as from candles, lanterns, kerosene heaters, LP gas fire devices, charcoal): however, an exception may be granted by the Shore Fresh Growers Association Farmer's Market Manager to recognized Wicomico County licensed food vendors.
 - (2) Spark producing equipment or processes; and
 - (3) Space heaters.
- I. To prohibit sales outside of established hours and/or on the streets surrounding the Parking Lot #16.
- J. To limit to one (1) the number of vehicles permitted to be parked at each booth during the Farmers' Market.
- K. To prohibit operation of vehicles in the pedestrian concourse during the Farmers' Market unless an authorized person escorts the vehicle.
- L. To provide for a two-foot wide buffer between the engine compartments of any vehicle parked next to a booth and any materials for sale or being stored.
- M. To prohibit vendors from idling vehicle engines during the market's operating hours: however, an exception may be granted by the Shore Fresh Growers Association Farmer's Market Manager.
- N. To prohibit the drilling of any holes, the driving of any stakes or nails, or any other actions which would compromise the structural integrity of the pavement or concrete sidewalks and curbs, including the painting of lines or the making of marks or any defacing of the surfaces of the parking lot.
- O. To prohibit the operation of the Farmers' Market during the weekend of the Salisbury Festival.

- P. To have all facades, signs, etc., be approved by the Department of Building, Housing & Zoning.
 - Q. To locate the Farmers' Market in Parking Lot #16, with any changes to be approved by the Assistant Director of Internal Services, Parking Division (map attached).
4. Tenants are permitted to sub-lease portions of the property solely to vendors, who will be participating in the Farmers' Market; however, Tenants will retain responsibility for the maintenance and upkeep of the property as provided in this lease.
 5. Tenants understand that the Parking Lot is a City facility that periodically requires maintenance and repairs. If the operation of the Farmers' Market will interfere with any required maintenance/repairs, the City's Assistant Director of Internal Services, Parking Division, in her sole discretion, may require certain areas to be blocked off and may require the Farmers' Market to move to other areas. The City's Assistant Director of Internal Services, Parking Division will give maximum possible notice to the Tenants regarding such repairs/maintenance and will endeavor to work with the Tenants to minimize disruption to the Farmers' Market and to the normal parking operations.
 6. Tenants know, understand and acknowledge the risks and hazards associated with using the property and hereby assume any and all risks and hazards associated therewith. Tenants hereby irrevocably waive any and all claims against the City or any of its officials, employees, or agents for any bodily injury (including death), loss or property damage incurred by the Tenants as a result of using the property and hereby irrevocably release and discharge the City and any of its officials, employees, or agents from any and all claims of liability arising out of or associated with the use of the property.
 7. Tenants shall indemnify and hold harmless the City and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorneys' fees) incurred by the City and any of its officials, employees or agents as a result of any claim, demand, action, or suit relating to any bodily injury (including death), loss or property damage caused by,

arising out of, related to, or associated with the use of the property by the Tenants or by the Tenants' members, employees, agents or invitees.

8. Tenants shall pay the Landlord for any and all physical loss or damage to the property (including the cost to repair or replace any portion of the property) caused by, arising out of, relating to or associated with the use of the property by the Tenants or by the Tenants' members, employees, agents or invitees.
9. Upon the execution of this lease, Tenants will provide Landlord with the name and phone number of an on-site contact person who can be contacted in the event of an emergency.

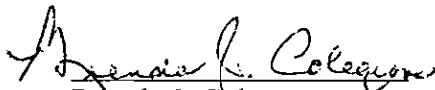
SFGA's onsite emergency contact is Kenny Robinson Donna Ennis
Telephone or Cell Phone Number is 410-430-0619 410-860-1008

10. IT IS FURTHER AGREED that if the Tenants shall violate any of the a foregoing covenants on its part herein made, the Landlord shall have the right, without formal notice, to recenter and take possession of the premises and cancel this Lease.


IN WITNESS WHEREOF, the parties have hereunto subscribed their names and affixed their seals the day and year first before written.

ATTEST: ,

CITY OF SALISBURY


Brenda J. Colegrove
City Clerk


James Ireton
MAYOR
LANDLORD


Louise Smith
PRESIDENT
CITY COUNCIL

ATTEST:

URBAN SALISBURY, INC.

SHORE FRESH GROWERS ASSOCIATION


TENANT


TENANT