

RESOLUTION NO. 2492

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

WHEREAS the Shore Fresh Growers Association (SFGA) currently operates a producer's only farmers' market in the City of Salisbury Parking Lot #16, and

WHEREAS the Shore Fresh Growers Association would like to encourage increased downtown participation in conjunction with the Park and Flea to be held in the Salisbury Parking Lot #10, and

WHEREAS Shore Fresh Growers Association would like to provide a producer's only farmers' market in downtown Salisbury for the 2015 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 and Shore Fresh Growers Association to provide a farmers' market in downtown Salisbury in City Parking Lot #16 (bordered on the north by Market Street, on the south by the Wicomico River, and on the east by Route 13) for the 2015 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 27th day of April, 2015 and is to become effective immediately upon adoption.

ATTEST:

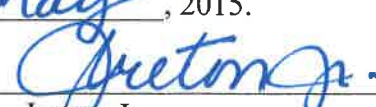


Kimberly R. Nichols
CITY CLERK



Jacob R. Day
PRESIDENT, City Council

APPROVED by me this 5th day of

May, 2015.


James Ireton, Jr.
MAYOR, City of Salisbury

City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3190 Procurement
Fax: 410-548-3192 Procurement

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER
ASST. DIRECTOR OF INTERNAL SERVICES

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
INTERIM CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

Council Agenda

TO: Mayor and City Council

SUBJECT: Lease renewal and Resolution for "Shore Fresh Grower's Association – Farmer's Market"

The Shore Fresh Grower's Association operates a "Farmer's Market" in Lot #16 on Saturday mornings. The Procurement Division seeks Council's approval to renew the lease agreement between the City of Salisbury and the Shore Fresh Grower's Association. If approved, this lease would automatically renew for two, one-year renewal terms, subject to mutual agreement between all parties, after the initial term of the lease.

Sincerely,

Jennifer Miller
Asst. Director of Internal Services – Procurement and Parking

LEASE AGREEMENT

THIS AGREEMENT made this 8th day of May, 2015, between the CITY OF SALISBURY ("Landlord") and SHORE FRESH GROWERS ASSOCIATION ("Tenant") as follows:

WITNESSETH:

1. The Landlord hereby rents to the Tenant a portion of City Parking Lot #16 (bordered on the north by Market Street and the south by Wicomico River) every Saturday from 8:00 a.m. to 1:00 p.m., beginning the first Saturday of May 2015 (May 2, 2015) through the Saturday before Thanksgiving (November 21, 2015), 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 November 21, 2015 and continuing until the start of the next growing season (first Saturday of May) for the sum of One Dollar (\$1.00) per day payable upon approval of the Lease. Tenant intends to use the property for a producers' only Farmers' Market. This Lease will renew automatically for an additional two (2) years, subject to mutual agreement by both parties. Either of the parties, with thirty (30) days advance written notice, may cancel the Lease.
2. The Tenant hereby covenants 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 Tenant 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 the Tenant. Tenant further covenants not, at any time, to assign this Lease without the consent in writing of the Landlord, or its representatives. Tenant further covenants 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 Tenant is permitted to make will be done at Tenant's own expense.
3. Tenant 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, both parties agree that from April 7th through November 17th the Farmers' Market will be the sole downtown Salisbury venue for sales of local, seasonal produce on the respective market days. Tenant 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 Landlord and the laws of the State of Maryland.
5. Tenant further covenants as follows:
 - 5.1. 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 Tenant will 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).
 - 5.2. 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 Landlord trash receptacles.
 - 5.3. To permit access to the property to the Landlord's employees and to cooperate fully with routine or emergency activities of the Landlord's agencies.
 - 5.4. To refuse to allow any lewd or indecent actions, conduct, language, pictures, or portrayals to be included in the activities or events presented by Tenant 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 Landlord and the laws of the State of Maryland. Tenant agrees to abide by and to be bound by the decision of Landlord should any questions of propriety arise under this paragraph.
 - 5.5. To prohibit sale of the following items during the Farmers' Market:
 - 5.5.1. Weapons of any kind (e.g., firearms, edged weapons [excluding household cutlery, kitchen utensils, and hand tools], impact weapons, chemical sprays).
 - 5.5.2. Flammable or combustible liquids.
 - 5.5.3. Products with expiration dates; foods designed for infants under two years of age, medicines, drugs, and cosmetics (except those cosmetics that are sold in their original packages within the sell-by timeframe noted on the package); and

- 5.5.4. Pets or livestock.
- 5.6. To prohibit the use of the following items during the Farmers' Market:
 - 5.6.1. Open flames (such as from candles, lanterns, kerosene heaters, LP gas fire devices, charcoal); however, an exception may be granted by the Tenant's President to recognized Wicomico County licensed food vendors.
 - 5.6.2. Spark producing equipment or processes; and
 - 5.6.3. Space heaters.
- 5.7. To prohibit sales outside of established hours and/or on the streets surrounding Parking Lot #16.
- 5.8. To permit and limit the number of parked vehicle(s) at each booth during the Farmers' Market to one (1).
- 5.9. To prohibit operation of vehicles in the pedestrian concourse during the Farmers' Market unless an authorized person escorts the vehicle.
- 5.10. 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.
- 5.11. To prohibit vendors from idling vehicle engines during the market's operating hours: however, an exception may be granted by the Tenant's President.
- 5.12. 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.
- 5.13. To prohibit the operation of the Farmers' Market during the weekend of the Salisbury Festival.
- 5.14. To have all facades, signs, etc., be approved by the Department of Building, Permitting & Inspections.
- 5.15. 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).
- 5.16. To provide a portable toilet to be located adjacent to Lot #16, at a location agreed upon by the Landlord. Tenant will pay, maintain, and secure (with a metal chain and lock when not in use) the portable toilet. The Tenant will ensure the

portable toilet will be delivered at the start of each season and be picked up at the end of each season.

6. Tenant is permitted to sub-lease portions of the property solely to vendors, who will be participating in the Farmers' Market; however, Tenant will retain responsibility for the maintenance and upkeep of the property as provided in this Lease.
7. Tenant understands that the Parking Lot is a Landlord facility that periodically requires maintenance and repairs. If the operation of the Farmers' Market will interfere with any required maintenance/repairs, the Landlord's Assistant Director of Internal Services, Parking Division, in his/her sole discretion, may require certain areas to be blocked off and may require the Farmers' Market to move to other areas. The Landlord's Assistant Director of Internal Services, Parking Division will give maximum possible notice to the Tenant regarding such repairs/maintenance and will endeavor to work with the Tenant to minimize disruption to the Farmers' Market and to the normal parking operations.
8. Tenant knows, understands, and acknowledges the risks and hazards associated with using the property and hereby assumes any and all risks and hazards associated therewith. Tenant hereby irrevocably waives any and all claims against the Landlord or any of its officials, employees, or agents for any bodily injury (including death), loss or property damage incurred by the Tenant as a result of using the property and hereby irrevocably releases and discharges the Landlord 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.
9. Tenant will indemnify and hold harmless the Landlord 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 Landlord 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 Tenant or by the Tenant's members, employees, agents or invitees.
10. Tenant will 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 Tenant or by the Tenant's members, employees, agents or invitees.

11. Upon the execution of this Lease, Tenant 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.

Tenant's onsite emergency contact is Donna Ennis
Telephone or Cell Phone Number 443-523-7653


12. IT IS FURTHER AGREED that if the Tenant violates any of the foregoing covenants on its part herein made, the Landlord will have the right, without formal notice, to reenter 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:



Kimberly R. Nichols
City Clerk

CITY OF SALISBURY


James Ireton, Jr.
Mayor

ATTEST:

SHORE FRESH GROWERS ASSOCIATION

BY  (SEAL)

Donna Ennis
President