

RESOLUTION NO. 2578

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH ST. FRANCIS DE SALES CHURCH FOR USE OF CITY PROPERTY FOR A COMMUNITY GARDEN

WHEREAS, The City of Salisbury desires to enter into a lease agreement with St. Francis De Sales Church, to allow volunteer members to construct and operate a Community Garden Project on City property; and

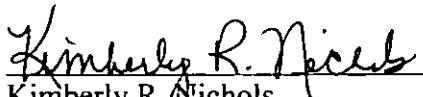
WHEREAS, the City property is located on land directly behind Boundless Playground and the Chipman Cultural Center bordering Ellen Street, Broad Street, and Poplar Hill Avenue; and

WHEREAS, the terms and conditions of the proposed lease are set forth in the attached Agreement wherein St. Francis De Sales Church is acting as the legal Tenant for this site; and

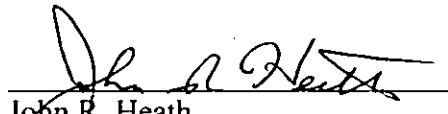
NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Salisbury authorizes the Mayor to enter into the aforementioned Lease Agreement with St. Francis De Sales Church.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 11 day of January, 2016 and is to become effective immediately upon adoption.

ATTEST:

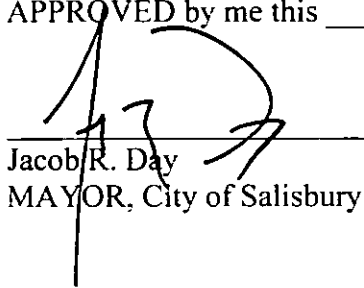


Kimberly R. Nichols
CITY CLERK



John R. Heath
PRESIDENT, City Council

APPROVED by me this 12th day of JANUARY, 2016



Jacob R. Day
MAYOR, City of Salisbury

LEASE

THIS AGREEMENT, made this 11 day of January, 2016, between the CITY OF SALISBURY, ("Landlord") and ST. FRANCIS DE SALES CHURCH ("Tenant").

1. Landlord hereby leases to the said Tenant a space for a community garden on a section of City land fronting on Ellen Street adjacent to the Boundless Playground, as shown on the attached Exhibit A. The Boundless Playground is designated as P.1862 on a survey entitled "Resubdivision, Boundless Playground" dated August 14, 2015, and recorded among the Land Records for Wicomico County, Maryland, on December 17, 2015, in Liber 16, Folio 675. In consideration thereof, the Tenant agrees to pay the Landlord the sum of One Dollar (\$1.00) per year due on the date of execution of this Lease Agreement. The term of this Lease shall be three years.
2. Tenant hereby covenants with the Landlord as follows:
 - A) To clean and maintain the space in a satisfactory condition;
 - B) To remove any debris or litter on an "as needed" basis from the entire area.
 - C) To maintain the garden beds by weeding, planting, pruning and any other appropriate need of a garden;
 - D) To maintain and mow any grassy areas on an "as needed" basis;
 - E) To maintain and/or replace, as necessary:
 - a. Permanent trash receptacles
 - b. Identification signage
 - c. Benches
 - d. Raised garden beds
 - e. Shed
 - F) To keep premises in good order and to surrender the peaceful and quiet possession of the same at the end of the said 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 public gardening. Tenant further covenants that it will not at

any time assign this agreement, or sublet the property or any portion thereof, without the written consent 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 will be permitted to make will be completed at Tenant's own expense unless otherwise agreed upon by Landlord.

- G) To provide the Landlord with a Certificate of Insurance naming the Landlord as an additional insured. Such certificate will evidence that the Tenant has 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).
 - H) To permit access to property by authorized agents of Landlord or its employees.
 - I) To comply with all Landlord ordinances.
 - J) To cooperate fully with routine or emergency activities of Landlord's agencies.
 - K) To ensure that no lewd or indecent actions, conduct, language, pictures or portrayals 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 decisions of the Landlord should any questions of propriety arise under this paragraph.
 - L) To have all facades, signs, etc. approved by the Department of Building, Permitting & Inspections.
3. All improvements, as needed, will be at the expense of the Tenant.
 4. All utility costs such as water, electricity, etc., will be at the expense and responsibility of the Tenant.
 5. 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 City 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 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.

6. Indemnification. Tenant shall indemnify and hold Landlord harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitations, attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement, or any Breach or alleged act of negligence, by Tenant its subcontractors or agents.
7. Tenant will pay the Landlord for any and all physical loss or damage of the property (including the cost to repair or replace the property) caused by, arising out of, relating to or associated with the use of the property by the Tenant or by Tenant's members, employees, agents, or invitees.
8. 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 said land associated with this Lease Agreement and to cause the benches, garden beds and shed to be removed at the sole expense of Tenant or to remain on the property of the Landlord, at the option of the Landlord.

THIS AGREEMENT is contingent on written consent from the Maryland Historical Trust giving approval of the proposed change in use of this land. The Maryland Historical Trust holds a conservation easement on a portion of this parcel, as further described in the Deed of Easement dated June 21, 1989 and recorded in the Land Records of Wicomico County, Maryland, in Liber 1184, Folio 566. This lease shall not begin until written consent is received from the Maryland Historical Trust. If Lessee takes any action on this project prior to receipt of said consent, Lessor has no responsibility or liability for such action or any related expenses.

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

ATTEST:

Kimberly R. Nichols
Kimberly R. Nichols
City Clerk

CITY OF SALISBURY

Jacob R. Day
Jacob R. Day
Mayor

ATTEST: →

Christopher W. LaBarge
CHRISTOPHER W. LABARGE
PASTOR

← St. Francis De Sales Church

BY Julia Day (SEAL)

Attest



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Waldorf Risk Solutions, LLC PO Box 590 Huntington NY 11743	CONTACT NAME: PHONE (A/C No. Ext): 631-423-9500 FAX (A/C, No): 631-424-3610 E-MAIL ADDRESS: tina@wrs1928.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's of London	NAIC # 39489
INSURED St. Francis de Sales 415 Wicomico Street Salisbury, MD 21801	DIOWIL	
INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		

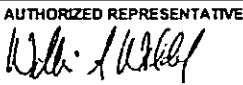
COVERAGES **CERTIFICATE NUMBER: 920003200** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	15W1317	7/1/2015	7/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPOP AGG \$5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance.
RE: lease of City Land fronting Ellen Street Adjacent to the Boundless Playground to be used as Community Garden

CERTIFICATE HOLDER City of Salisbury 125 N. Division St. Salisbury MD 21801-4940	CANCELLATION 30 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BOUNDLESS PLAYGROUND - COMMUNITY GARDEN

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson, City Administrator
From: Julia Glanz, Assistant City Administrator *JG*
Subject: Community Garden- Boundless Playground Lot
Date: December 30, 2015

Attached you will find a resolution, lease, map, and supporting material for the recommendation to approve St. Francis De Sales Church to create a community garden on the empty City owned lot behind Boundless Playground and the Chipman Cultural Center.

City staff have met with members of St. Francis De Sales, GreenSBY, and the Camden Community Garden to discuss and plan another community garden. This coalition is excited to continue the positive impacts they began in Camden into another neighborhood.

The area that St. Francis De Sales Church would like to lease is outlined in black ink on parcel P.1862 on the map attached. There is a historical easement that runs through the property that must be addressed with the Maryland Historical Trust. The City is proposing extending an existing water service to a metered yard hydrant at the City's cost. We are suggesting a three year lease term.

Unless you or the Mayor have additional questions, please advance this memorandum and resolution of support to the City Council for approval.

Attachment: Resolution to Enter into a Lease Agreement with St. Francis De Sales Church for Use of City Property for a Community Garden; Lease Agreement; Boundless Playground- Existing Water Utilities map; St. Francis Letter of Interest; Lease Proposal

Campus Ministry House
211 West College Avenue
Salisbury, Maryland 21801

December 5, 2015

City of Salisbury
125 North Division Street
Room 304
Salisbury, Maryland 21801

Dear Mayor Day and Ms. Glanz:

I'm writing in reference to our meeting on November 23rd regarding St. Francis leasing the plot behind the Boundless Playground in Newtown for the purpose of starting a neighborhood garden, based on the successful model founded by Pastor Martin Hutchinson on Camden Avenue.

I currently work as Coordinator of Catholic Youth for St. Francis, and Campus Minister at Salisbury University and University of Maryland Eastern Shore. In addition to assisting young people in being their best selves, I have extensive gardening experience and a passion for connecting with the sacredness of our world through work in the garden. As a younger woman, I was first an apprentice to graduates of Longwood Gardens who oversaw the Salisbury University Horticulture Departments. At that time, I learned greenhouse management and propagation. I was appointed a student supervisor, and also learned interior landscaping, and bed design. As I moved on, throughout the years I continued to expand my knowledge through such experiences as working in a biodynamic , organic medicinal herb garden (growing flowers and other plants that were processed on-site into supplements to support health and healing) , and at an organic flower farm. I love to grow anything from orchids to onions.

I'm excited about the opportunity to combine my love of teaching, healing, aesthetics and gardening to contribute to the new movement in Salisbury to uplift our community by engaging as many interested parties (young and old, expert and novice) as I am able in the garden project.

Thank you for your role in facilitating this vision for a greener Salisbury, and improving the spirit of our home.

Nicole Long
Coordinator of Youth and Campus Ministries
Diocese of Wilmington
443-614-6142

Boundless Garden Proposal
Submitted by Nicole Long
December 28, 2015

1. St. Francis is interested in establishing a community garden on the open lot portion of the Boundless Playground site.
2. We are proposing raised bed garden plots. The typical bed is 4 feet by up to 24 feet in length.
3. Raised beds would be constructed of non-toxic untreated wood or recycled materials manufactured for the purpose of creating raised bed gardens.
4. Mowing of the area would be a collaboration between the Garden Founder and the City. Determining the exact dimension of the leased area will answer this question.
5. The project is proposed as an open use project for the community to plant and harvest.
6. Water service will be necessary. There is an existing water fountain on the property that we hope we can tap into. We hope to establish a metered source, but with the City donating water to benefit the mission of the garden. Metering the source will allow the City to track consumption.
7. A shed will be necessary for housing tools and materials. The specifics are open for discussion. The Garden Founder would ideally like participants to help build the structure if there is expertise, but this is an item to be explored. The idea is to have the community invest as much sweat equity as possible, so that there is pride and personal investment in the site.
8. We would utilize the same resource for the Sign as the Camden Community Garden, in order to create unity and consistency.
9. Composting would be an option if there is no threat of drawing unwanted animals.
10. No additional fencing is proposed.
11. Lighting would need to be discussed. No additional lighting is proposed at this time.
12. We would like community members to participate in the installing of seating such as benches.
13. A liability insurance policy would be provided by St. Francis de Sales Catholic Church.
14. We would like to leave open the possibility of constructing a cobb oven, which is a catalyst for community engagement.