

RESOLUTION NO. 2743

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE COMITE DE APOYO A LOS TRABAJADORES AGRICOLAS/THE FARMWORKERS SUPPORT COMMITTEE; HEREIN AFTER REFERRED TO AS "CATA" FOR USE OF CITY PROPERTY FOR A COMMUNITY GARDEN

WHEREAS, The City of Salisbury desires to enter into an lease agreement with CATA, to allow CATA to construct and operate a Community Garden Project on City property; and

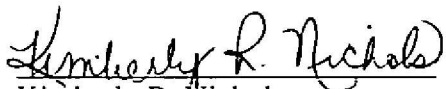
WHEREAS, the City property is located on land fronting Parsons Road adjacent to the Waterside Playground; and

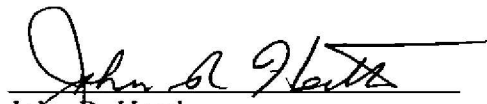
WHEREAS, the terms and conditions of the proposed lease are set forth in the attached Agreement wherein CATA is acting as the legal Tenant; and

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Salisbury authorizes the Mayor to enter into the aforementioned Lease Agreement with CATA.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 10 day of April, 2017 and is to become effective immediately upon adoption.

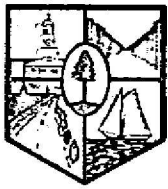
ATTEST:


Kimberly R. Nichols
CITY CLERK


John R. Heath
PRESIDENT, City Council

APPROVED by me this 11th day of April, 2017


Jacob R. Day
MAYOR, City of Salisbury



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: City Council
From: Kim Nichols, City Clerk
Date: 4/5/17
Re: Waterside Community Garden

Attached is a resolution authorizing the Mayor to enter into a lease agreement with the Comite de Apoyo a Los Trabajadores Agricolas/The Farmworkers Support Committee (CATA) for use of City owned property for a community garden project. The property is located on land fronting Parsons Road adjacent to the Waterside Playground.

Please see the terms and conditions of the proposed lease in the attached Agreement wherein CATA is acting as the legal Tenant.

LEASE

THIS AGREEMENT, made this 11 day of May, 2017, between the CITY OF SALISBURY, ("Landlord") and CATA, Inc. (Comite de Apoyo a los Trabajadores Agricolas/ The Farmworkers' Support Committee), a domestic non-profit corporation of the State of New Jersey, ("Tenant").

1. Landlord hereby leases to the said Tenant a space for a community garden on a section of City land fronting on Parsons Road adjacent to the Waterside Playground, as shown on the attached Exhibit A. The Playground is designated as 1114 on a survey entitled "Mitchell Park Subdivision" dated July 11, 1989, and recorded among the Land Records for Wicomico County, Maryland, on October 30, 1990, in Liber 1023, Folio 46. 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 ten (10) 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 for 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; and
 - e. Shed.
 - F) To keep the 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 a 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 its 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 the prior consent of the Landlord, and that, any alterations or repairs the Tenant will be permitted to make will be completed at Tenant's own expense unless otherwise agreed to by Landlord.

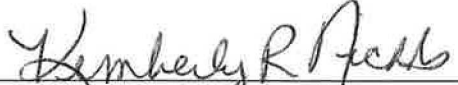
- G) To provide the Landlord with a Certificate of Insurance naming the Landlord as an additional insured. Such certificate will evidence that the Tenant has insurance in the following amounts: General Commercial Liability (General Aggregate \$2,000,000; each occurrence \$1,000,000; Fire Damage \$300,000; and Medical Expense \$10,000).
 - H) To permit access to the space by authorized agents of Landlord or its employees.
 - I) To comply with all Landlord ordinances and other rules and regulations.
 - 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 at the space, and nothing is to be presented, used, sold or solicited that is against the law, or contrary to, or forbidden by, the laws and other rules and regulations 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. Tenant knows, understands, and acknowledges the risks and hazards associated with using the space and hereby assumes any and all risks and hazards associated therewith. Tenant hereby irrevocably waives any and all claims against the City and 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 space 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 space.
 - 5. Indemnification. Tenant shall defend, indemnify and hold Landlord and its officials, employees, or agents 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 the use of the space.

6. Tenant will pay the Landlord for any and all physical loss or damage to the leased premises 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.
7. 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.

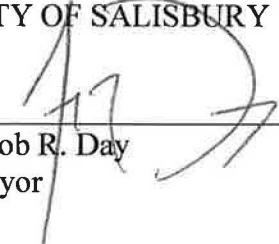
IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals the day and year first before written.

ATTEST: ,



Kimberly R. Nichols
City Clerk

CITY OF SALISBURY




Jacob R. Day
Mayor

ATTEST:



Comite de Apoya a los Trabajadores
Agricultores, Inc. (CATA)

BY  (SEAL)

Leila Borrero Krouse
CATA Organizer



CATA--1

OP ID: RC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2017

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 have ADDITIONAL INSURED provisions or 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 Leonard-O'Neill Ins Group Inc Suite 301 200 Haddonfield-Berlin Rd. Gibbsboro, NJ 08026 Roger Leonard Jr	856-627-2600	CONTACT NAME: Roger Leonard Jr PHONE (A/C, No, Ext): 856-627-2600 FAX (A/C, No): 856-627-9853 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Ins Co INSURER B: Travelers Ins Co NCCI #13679 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED C A T A PO Box 510 Glassboro, NJ 08028		NAIC #

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		BKS57783924	04/29/2017	04/29/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS57783924	04/29/2017	04/29/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6 JUB 0507M01 4 16	10/16/2016	10/16/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as an Additional Insured as respects to the General Liability coverage only if it is required by written contract or written agreement.

CERTIFICATE HOLDER

CITSALS

City of Salisbury Maryland
125 N Division St
Salisbury, MD 21801-4940

CANCELLATION

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



EXHIBIT 'A'
CITY OF SALISBURY
WATERSIDE PARK & PLAYGROUND

30303-1150.EA 8/18/10

THIS LICENSE AGREEMENT made this 3rd day of MARCH, 2011, by THE TABERNACLE OF PRAYER FOR ALL PEOPLE OF THE EASTERN SHORE, INC., a religious corporation of the State of Maryland (hereinafter referred to as "Church") and the CITY OF SALISBURY, a municipal corporation of the State of Maryland, (hereinafter referred to as "City").

RECITALS

WHEREAS, Church is the owner of a property located at 143 Mitchell Road, Salisbury, Maryland, and is in the process of renovating and expanding its existing building and expanding its parking (hereinafter referred to as the "Project").

WHEREAS, Church has submitted its preliminary design plat to the Salisbury Department of Public Works; and

WHEREAS, in order to facilitate adequate parking for the Project, the Church is requesting the use of the area within the thirty foot (30') utility easement retained by the City in a deed from the City to the Church dated April 16, 1986, and recorded among the Land Records of Wicomico County, Maryland, in Liber A.J.S. No. 1063, Folio 560; and

WHEREAS, the City desires to continue to use its thirty foot (30') utility easement; and

WHEREAS, in order for the Church to expand its building, it will be necessary for the Church to install parking over the City's easement area.

NOW, THEREFORE, in consideration of mutual covenants and agreements, the City of Salisbury, a municipal corporation, its successors and assigns, does hereby grant and convey unto The Tabernacle of Prayer for All People of the Eastern Shore, Inc., a religious corporation of the State of Maryland, its successors and assigns, a license for the purpose of constructing and maintaining a parking lot extending from the Easternmost edge of Parsons Road in a Northeasterly direction, by and with the Southerly boundary of the Church's property for a uniform width of 30' ; said utility easement being more fully described in a deed from the City to the Church dated April 16, 1986, and recorded among the Land Records of Wicomico County, Maryland, Liber A.J.S. No. 1063, Folio 560, as follows:



LAW OFFICES

WEBB, BURNETT,
BROOKS, WILBER,VORHIS, DOUSE
& MASON, LLPP. O. BOX 910
SALISBURY, MARYLAND
AREA CODE 410
TELEPHONE 742-3176

30303-1150.EA 8/18/10

1. The Church shall be permitted to install and maintain twenty-three (23) parking spaces over the thirty foot (30') easement, on the condition that the City can access the City infrastructure within the easement area, at any time, for construction, maintenance or repair, and any subsequent repairs to the parking area shall be the responsibility of the Church.

2. The Church understands the license is non-exclusive, and the parking lot is available for public use while visiting the adjacent City Park.

3. The Church will not permit the consumption of alcoholic beverages or the use of illegal drugs in the easement area.

4. The Church agrees not to disturb the surface of the soil to a depth greater than six inches (6") in the easement area.

5. The Church agrees to pay for any repair to the parking lot easement or utilities beneath the easement if the Church damages same during the construction of the parking lot or any other subsequent activity.

6. This License Agreement shall continue until terminated by the City for a municipal purpose upon sixty (60) days written notice to the Church. If terminated, parking spaces may need to be relocated and Church will hold City harmless on account of the need to relocate parking spaces or meet other zoning requirements.

7. This License Agreement shall be recorded among the Land Records of Wicomico County, Maryland.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

ATTEST:

THE TABERNACLE OF PRAYER FOR
ALL PEOPLE OF THE EASTERN
SHORE, INC.

Attorney

[Signature]

30303-1150.EA 8/18/10

CITY OF SALISBURY

Andrea J. Colegrove

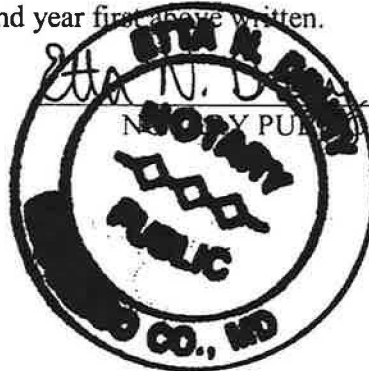
James Ireton, Jr. (SEAL)
By: James Ireton, Jr., Mayor

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 22 day of February, 2011, before me, a Notary Public, personally appeared Rosie Edwards, as Pastor & Vice President of TABERNACLE OF PRAYER FOR ALL PEOPLE OF THE EASTERN SHORE, INC., who acknowledged the foregoing license agreement to be its act and deed.

AS WITNESS my hand and seal the day and year first above written.

My Commission Expires: 3/23/11



30303-1150.EA 8/18/10

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 3rd day of March, 2011, before me, a Notary Public, personally appeared James Ireton, Jr., as Mayor of the CITY OF SALISBURY, who acknowledged the foregoing license agreement to be its act and deed.



WITNESS my hand and seal the day and year first above written.

Kimberly R. Nichols
NOTARY PUBLIC

My Commission Expires: 10-18-13

NSB H103
Mar 18, 2011 03:43 PM

I HEREBY CERTIFY that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

Paul D. Wilber
Paul D. Wilber, Esquire