

RESOLUTION NO. 2861

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE COMMUNITY OF JOY CHURCH OF THE BRETHREN FOR CONTINUED USE OF CITY PROPERTY FOR A COMMUNITY GARDEN.

WHEREAS, the City of Salisbury and the Community of Joy Church of the Brethren entered into a lease dated March 31, 2015 for the construction and operation of a community garden project on City property known as the Camden Park Community Garden, as approved by the City Council in resolution 2487; and

WHEREAS, that lease was for a term of one year; and

WHEREAS, the City of Salisbury desires to enter into a new lease agreement with the Community of Joy Church of the Brethren, to continue to allow a collective of churches known as the Corner Church Collective operate the Camden Park Community Garden and to continue to construct additional garden beds and accessories as needed and as provided for in the lease; and


WHEREAS, the City property is located on land fronting Camden Avenue adjacent to the Newton Tot Lot; and


WHEREAS, the terms and conditions of the proposed lease are set forth in the attached Agreement wherein the Community of Joy Church of the Brethren is acting as the legal Tenant for the Corner Church Collective; 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 the Community of Joy Church of the Brethren.

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 August, 2018 and is to become effective immediately upon adoption.

ATTEST:


Kimberly R. Nichols
CITY CLERK


John R. Heath
PRESIDENT, City Council

APPROVED by me this 28th day of AUGUST, 2018


Jacob R. Day
MAYOR, City of Salisbury

LEASE

THIS AGREEMENT, made this 27 day of August, 2018, between the CITY OF SALISBURY, (“Landlord”) and COMMUNITY OF JOY CHURCH OF THE BRETHREN (“Tenant”).

1. Landlord hereby leases to the said Tenant a space for a community garden on a section of City land fronting on Camden Avenue adjacent to the Newton Tot Lot, and designated as Lot 25 on the survey entitled Resubdivision for Paschoalina Potter recorded among the Land Records for Wicomico County, Maryland, on November 8, 1983, in Liber 1000, Folio 784. 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 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 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 Landlord 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 or subcontractors or agents or Tenant.
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.

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:



Community of Joy Church of the
Brethren

BY  (SEAL)



MEMORANDUM

TO: City Council
FROM: Kim Nichols, City Clerk
SUBJECT: Lease agreement with Community of Joy Church of the Brethren
DATE: August 22, 2018

Community of Joy Church of the Brethren entered into a lease on March 31, 2015 for the construction and operation of a community garden project on City property known as the Camden Park Community Garden, as approved by City Council in Resolution No. 2487 (attached).

The City of Salisbury wishes to enter into a new lease agreement with the Community of Joy Church of the Brethren to continue to allow the Corner Church Collective operate the Camden Park Community Garden and to continue to construct additional garden beds as needed.

Please see the attached resolution for your consideration.

cc: Mayor Day
Julia Glanz

RESOLUTION NO. 2487

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE COMMUNITY OF JOY CHURCH OF THE BRETHERN FOR USE OF CITY PROPERTY FOR A COMMUNITY GARDEN

WHEREAS, The City of Salisbury desires to enter into an lease agreement with the Community of Joy Church of the Brethren, to allow the Corner Church Collective to construct and operate a Community Garden Project on City property; and


WHEREAS, the City property is located on land fronting Camden Avenue adjacent to the Newton Tot Lot; and


WHEREAS, the terms and conditions of the proposed lease are set forth in the attached Agreement wherein the Community of Joy Church of the Brethren is acting as the legal Tenant for the Corner Church Collective; 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 the Community of Joy Church of the Brethren.

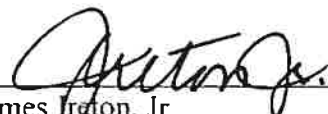
THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 23 day of March, 2015 and is to become effective immediately upon adoption.

ATTEST:


Kimberly R. Nichols
CITY CLERK


Jacob R. Day
PRESIDENT, City Council

APPROVED by me this 30th day of March 2015


James Trotton, Jr.
MAYOR, City of Salisbury

City of Salisbury



MARYLAND

JAMES IRETON, JR.
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR

Salisbury



2010

125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

Memorandum

To: Tom Stevenson, City Administrator

From: Mike Moulds, Director of Public Works *M.S.M.*

Date: March 9, 2015

Copy:

Re: Community Garden Lease Proposal

At the request of the Mayor, we have met with a group of churches (The Community Church Collective) in regard to a request to establish a community garden on a section of unused City land adjacent to the Newton Tot lot. Attached is the original request letter.

We met with Mr. Martin Hutchinson on December 16th and outlined the following details of their proposal:

1. The Community Church Collective composed of 4 churches, is interested in establishing a community garden on the open lot fronting on Camden St. at the Newton Tot Lot location. There are approximately 18 people interested in this project.
2. They are proposing installing raised bed garden plots. Typically each bed is a 4 foot width and ranges from 12 to 24 feet in length. The orientation N-S or E-W will need to be determined as most ideal for planting. As the beds will be raised there is less concern about the suitability of the subsoil (i.e. old foundations, fill).
3. The raised beds would be constructed of untreated wood or other environmentally friendly material. You mentioned Eastern Shore Products has a raised bed kit that might be considered.
4. There would be a 4 to 5 foot grass strip between the raised beds. The Collective would be willing to mow the grass to maintain the area.
5. The project is proposed as an open use project for the community to plant and harvest.

6. They are requesting water service for the garden. We noted the service would be extended from a yard hydrant on the Tot Lot. We would place a meter and new yard hydrant. There is a cost to do the installation that will need to be worked out.
7. They would like to utilize a drip irrigation system for the beds. There would need to be a buried waterline valve and manifold for the system. Assuming it would not require electricity to operate.
8. They would like to install a sign to identify the project.
9. Any vegetative material removed would be taken off site. No composting pile or composter is proposed as it is proposed to be neighbor friendly.
10. No additional fencing is proposed.
11. No additional lighting is requested.
12. They would like to place 2 benches in the SE corner where there is shade for people to sit and rest.
13. They would like to consider placing a prefabricated 8 X 6 shed at a corner of the garden's NE corner to store gardening implements, wheelbarrow and push mower.
14. A liability insurance policy could be provided.
15. Some kind of Memorandum of Understanding or agreement would be needed to define the responsibilities and use of the property. As the Collective is not a legal entity, the agreement or MOU could be set up with the Community of Joy Church as the lead entity.

As a result of the discussion the attached proposed layout was developed in preparation for a meeting on January 23rd with the group and Mayor. The Mayor has requested that a proposed lease agreement be developed for review to establish the conditions for use of the site as a community garden. The City is proposing extending an existing water service to a metered yard hydrant at the Cities cost.

We are also enclosing a copy of a Plat to be used for defining the boundary of the leased property (Lot 25).

The City solicitor has prepared a draft lease agreement for review. We are suggesting a three year lease term. There is a desire to get the lease agreement finalized prior to April so that the group can begin work in the spring. Discussion of the proposal is scheduled for the March 16th Council work session.

After you have had an opportunity to review this information please feel free to contact me on any questions.

Enclosures

October 6, 2014

Dear Mr. Day and Members of the Salisbury City Council,

The undersigned congregations have been meeting to determine ways that we may positively impact the Camden Ave community. One point of contact would be the establishment of a community garden. A community garden would directly benefit the residents of the area by providing fresh produce.

Our proposal is for the four churches to work together providing planting, care, maintenance and harvesting of the produce that would then be made available to any resident that may have a need. The potential area that we have identified is that unused portion of "Smith Street" park adjacent to the Newton-Camden lot.

Our need from the city would be permission to use the property and some ability to provide water for the property.

If you would like a more formal presentation or simply need more information that may be able to be given over the phone or electronic media we would be glad to provide whatever you may need. We can individually be reached at the numbers below.

Thank you for your time and consideration of this project.



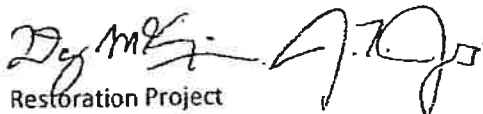
Beacon of Light



Bethany Lutheran



Community of Joy



Restoration Project

LEASE

THIS AGREEMENT, made this 31 day of MARCH, 2015, between the CITY OF SALISBURY, ("Landlord") and COMMUNITY OF JOY CHURCH OF THE BRETHREN ("Tenant").

1. Landlord hereby leases to the said Tenant a space for a community garden on a section of City land fronting on Camden Avenue adjacent to the Newton Tot Lot, and designated as Lot 25 on the survey entitled Resubdivision for Paschoalina Potter recorded among the Land Records for Wicomico County, Maryland, on November 8, 1983, in Liber 1000, Folio 784. 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 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 Landlord 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.

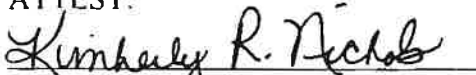
5. Tenant knows, understands, and acknowledges the risks and hazards associated with using the property and hereby assumes any and all risks and hazards associated therewith. Tenant hereby irrevocably waives any and all claims against the City or any of its officials, employees, or agents for any bodily 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 or subcontractors or agents or Tenant.
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.

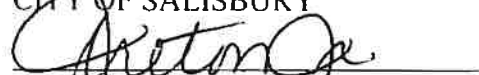
IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals the day and year first before written.

ATTEST:



Kimberly R. Nichols
City Clerk

CITY OF SALISBURY



James Ireton, Jr.
Mayor

ATTEST:



Community of Joy Church of the
Brethren

BY  (SEAL)

USER 1000 PAGE 784

I certify that the measurements of the Real Property Act Title 5-100, Subsection C of the Annotated Code of Maryland on file on it concerns the making of this plat and setting of markers have been computed with to the best of my knowledge.

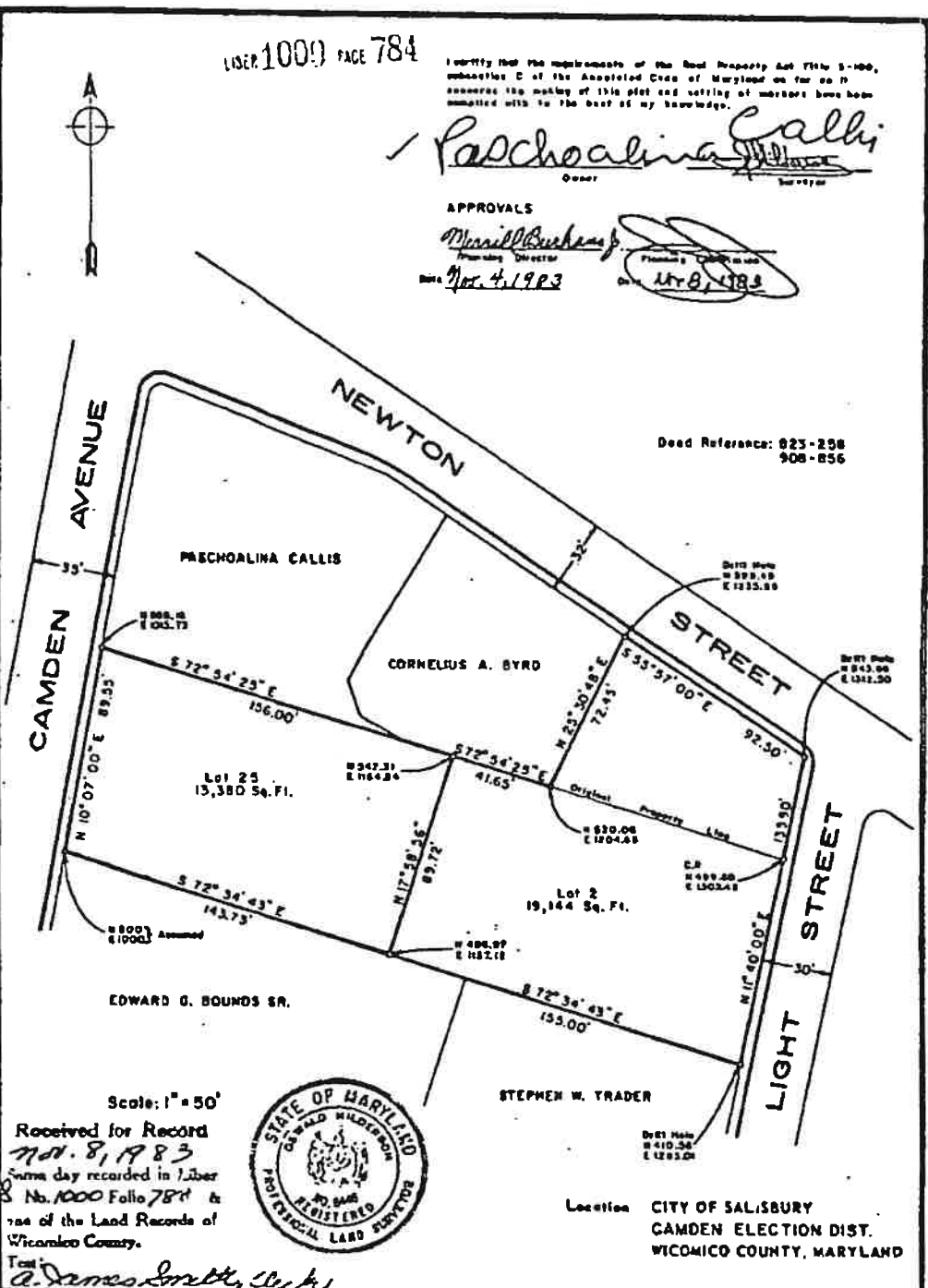
Paschoalina Callis
Owner

APPROVALS

Merrill Bushong
Planning Director
Date: Apr 4, 1983

[Signature]
Planning Commission
Date: Apr 8, 1983

Dead Reference: 823-298
908-856



Scale: 1" = 50'

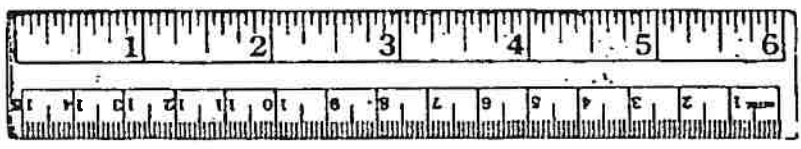
Received for Record
Mar. 8, 1983
Same day recorded in Liber
No. 1000 Folio 784 &
was of the Land Records of
Wicomico County.



Location: CITY OF SALISBURY
CAMDEN ELECTION DIST.
WICOMICO COUNTY, MARYLAND

BRUNING 44-512 30713

CITY OF SALISBURY SALISBURY, MARYLAND	APPROVED <i>K.M. Hamaker</i> CITY ENGINEER April 7, 1983 DATE	RESUBDIVISION FOR PASCHOALINA POTTER	FILE NO. 3-N-2 RECORDED: PLAT A.J.S. DEED A.J.S. DWG. NO. 83-013
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WICOMICO COUNTY CIRCUIT COURT (Land Records) AJS 1000, p. 0784, MSA, CE 100, 875, Date available 02/08/2005, Printed 01/28/2015.

E. + Del. W. C. H., atty. 1/16/83

Community Church Collective Proposed Community Garden Project Newtown Tot - Lot

