

1 **CITY COUNCIL OF THE CITY OF ANNAPOLIS**

2  
3 **ORDINANCE NO. O-46-08Amended**

4  
5 **Introduced by Mayor Moyer**

LEGISLATIVE HISTORY			
First Reader:	Public Hearing:	Fiscal Impact Note:	120 Day Rule:
12/08/08	01/26/09	01/16/09	04/05/09
Referred to:	Meeting Date:	Action Taken:	
Economic Matters	02/11/09	Favorable with amendments	

7  
8  
9 **AN ORDINANCE** concerning

10  
11 **Lease of Certain Public Parking Lots to FRESHFARM Markets Inc.**

12  
13 **FOR** the purpose of authorizing a lease of certain municipal property located at 110  
14 Compromise Street aka The Donner Lot and the Public Parking Lot between Fleet  
15 Reserve and Fawcett Boat Supplies from ~~June 7~~ May 3, 2009 to June 6, 2010  
16 subject to certain terms, provisions, and conditions, for the purpose of conducting a  
17 open-air farmers market.

18  
19 \* \* \* \* \*

20 **WHEREAS**, the FRESHFARM Markets, Inc. (“Lessee”), desires to lease certain municipal  
21 property for the purpose of conducting an open-air farmers market; and

22  
23 **WHEREAS**, the Annapolis City Council finds that such a farmers market would be a  
24 desired public mercantile use for our residents; and

25  
26 **WHEREAS**, a lease setting forth terms of the rental has been prepared and is considered  
27 satisfactory; and

28  
29 **WHEREAS**, the Annapolis City Council finds that the premises subject to the proposed  
30 lease is authorized by Section 7.28.010 of the Annapolis City Code; and

31  
32 **WHEREAS**, Article III, Section 8 of the Charter of the City of Annapolis requires the  
33 passage of an ordinance to authorize the leasing of City-owned property.

34  
35 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
36 **COUNCIL** that the proposed Lease Agreement between the City of Annapolis and Lessee  
37 for the rental of certain municipal property located at 110 Compromise Street aka The

1 Donner Lot and the Public Parking Lot between Fleet Reserve and Fawcett Boat Supplies  
2 from ~~June 7~~ May 3, 2009 to June 6, 2010, a copy of which is attached hereto and made a  
3 part hereof, is hereby approved and the Mayor is authorized to execute the Lease  
4 Agreement on behalf of the City of Annapolis. It is further expressly found by the City  
5 Council that the lease of the property for a farmers market will better serve the public need  
6 for which the property was acquired.

7  
8 **SECTION II: AND, BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
9 **ANNAPOLIS CITY COUNCIL** that pursuant to City Code, Section 6.04.210.D.3, the  
10 Annapolis City Council hereby waives the fees associated with Lessee's use of City  
11 facilities and services in connection with the use of the property, except as otherwise  
12 specified in the Lease Agreement.

13  
14 **SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
15 **ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its  
16 passage.

17  
18  
19 **ADOPTED** this 9th day of March, 2009.

20  
21  
22 **ATTEST:**

**THE ANNAPOLIS CITY COUNCIL**

23  
24  
25 **BY:** \_\_\_\_\_  
26 **Regina C. Watkins-Eldridge, CMC**  
27 **City Clerk**

**BY:** \_\_\_\_\_  
**ELLEN O. MOYER, MAYOR**

LEASE AGREEMENT

1  
2  
3 THIS LEASE AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, ~~2007~~ 2009, by and between  
4 THE CITY OF ANNAPOLIS, a municipal corporation of the State of Maryland (hereinafter  
5 called "Lessor") and FRESHFARM MARKETS, INC., a Washington, D. C. non-profit  
6 corporation (hereinafter called "Lessee").  
7

8 WHEREAS, FRESHFARM Markets Inc. is a regionally recognized nonprofit organization  
9 building a vibrant local food movement in the greater metro DC area that supports our  
10 region’s farmers; and

11  
12 WHEREAS, The Mission of FreshFarm Markets inc. is to connect city dwellers with farmers  
13 and their locally-grown food, educate the public about food and farming issues and to  
14 provide economic opportunities for farmers; and

15  
16 WHEREAS, Lessor desires to enter into a Lease with Lessee for that purpose and to set  
17 forth the responsibilities of Lessee and Lessor related thereto.  
18

19 NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing premises and the  
20 mutual terms and conditions contained herein, and other good and valuable consideration,  
21 the sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as  
22 follows:  
23

ARTICLE I

24  
25  
26 Section 1.1. Premises and Term: Subject to the provisions and terms of this Agreement,  
27 Lessor hereby leases to Lessee, for the purpose of holding the Annapolis City Dock  
28 FRESHFARM Market, that property described in this Section and as shown on Exhibit A,  
29 which is attached and made a part hereof (hereinafter called the “Premises”), for the times  
30 indicated:

Area	Description	From	To
A	Donner Parking Lot and Public Parking Lot between Fleet Reserve and Fawcett Boat Supplies	6 a.m. on each and every Sunday, <del>June 7</del> May 3, 2009	2 p.m. on each and every Sunday, June 6, 2010
<u>With the exception of October 11 and October 18, 2009</u>			

1 Section 1.2. Rent: The rent shall be One Dollar (\$1.00). Pursuant to City Code, Section  
2 6.04.210.D.3., the City hereby waives any additional Rent (including but not limited to fees  
3 for traffic control services if any provided, parking meters authorized for use by Lessee,  
4 inspections, permit applications and rental beyond that stated above), except as provided  
5 herein.  
6

7 Section 1.3. Use of Premises: The Premises may be used by Lessee for FRESHFARM  
8 Market Inc. activities. Lessor's agreement to lease the herein identified property to Lessee,  
9 in no way creates an obligation for Lessor to furnish any services, materials or equipment  
10 for the farmers market, except as specifically provided in Article III hereof.  
11

12 Section 1.4 Administrative: Modifications: The parties may, at any time, modify the  
13 following terms (but no other terms) of this Lease Agreement:  
14

15 A. The property or properties to be used and occupied, provided such modifications do not  
16 result in an increase or enlargement of the specified properties or alter the areas identified  
17 as the Premises herein above; and

18 B. The dates and hours during which such property will be used, provided such  
19 modifications do not result in an increase or enlargement of the dates or times set forth  
20 herein above; and  
21

22 C. Lessee's obligations with regard to security on the Premises and the payment of fees  
23 for City inspections of the Premises as provided in section 3.6 hereof. Following a request  
24 by either party for such a modification, pursuant to Section 8, Article III of the City Charter,  
25 the Mayor may negotiate and agree to or reject same on behalf of the Lessor without the  
26 necessity of an additional ordinance approving that modification. Any such modification  
27 shall be set forth in a letter of understanding executed by the parties and appended to this  
28 Lease Agreement. Such modification or modifications may not take effect until the text of  
29 the modification is made available to the City Council and the Council has had the  
30 opportunity to review the same.  
31

## 32 ARTICLE II 33

34 Section 2.1. There shall be no beer, wine or liquor consumption or other open containers of  
35 alcoholic beverages on the premises.  
36

37 Section 2.2. Food Sales: Traditional farmers' market food, beverages and produce may be  
38 offered for sale during the designated hours of operation.  
39

40 Section 2.3. Music: Non-amplified music may be played during the designated hours of  
41 operation.  
42

1 Section 2.4 Hours of Operations: Lessee may operate the farmers market on the Premises  
2 as follows:  
3

4 HOURS OF OPERATION - OPEN TO PUBLIC

Dates	Farmers Market
Each and Every Sunday, <del>June 7</del> <u>May 3</u> , 2009 to June 6, 2010, with the exception of <u>October 11 and October 18, 2009</u>	8 a.m. to noon

5  
6 Lessee shall conduct its operations in an orderly and commercially reasonable manner so  
7 as not to annoy, disturb (whether via noise or otherwise), endanger or be offensive to  
8 others. Lessee shall use and maintain the Premises in such manner so as to avoid the  
9 creation of any nuisance from obnoxious odors, smoke, noxious gases, vapors, dust, noise  
10 or otherwise, and Lessee shall not keep, store, display or use any explosives or explosive  
11 devices at the Premises. Lessee shall maintain the Premises in a clean, orderly and safe  
12 condition so as to avoid injury to persons and property. Should Lessee fail to comply with  
13 the terms of this provision, Lessor shall have the authority to require Lessee to immediately  
14 cease and desist all activities and operations on the Premises.  
15

16 Section 2.5. Exhibitor List: Lessee shall provide to the City contact not later than April 24,  
17 2009, a complete list of all exhibitors, displays, activities, festivities, and operations to take  
18 place on the Premises during the term hereof. The list shall not be amended, except for  
19 deletions thereto, without the expressed written consent of the City contact.  
20

21 Section 2.6. Exhibitor Licenses/Taxes: Exhibitors or vendors who are permitted to sell any  
22 item at the farmers market shall obtain all required non-City licenses and pay all required  
23 Federal, State, County and City taxes and fees. This Lease shall satisfy any City licensing  
24 requirements for such exhibitors.  
25

26 Section 2.7. Transportation & Parking Plan: The Lessee shall prepare and submit to the  
27 Director of Transportation a Transportation Plan with a Parking Element. The Plan shall  
28 address matters specified by the Director and shall be submitted no later than April 3, 2009.  
29 Except for public ways within the leased premises, the Plan shall not provide for the  
30 closure of any street or restrict parking to those associated with the farmers market. Upon  
31 receipt of the Plan, the Director shall make copies available to relevant agencies and to  
32 interested parties who have requested a copy. To assure a better understanding and to  
33 coordinate implementation, the Director shall arrange for a meeting with relevant agencies  
34 and representatives of interested parties to review the Plan.  
35

ARTICLE III

1  
2  
3 Section 3.1. Facilities and Services: In addition to the use of the Premises during the term  
4 set forth above, Lessee shall have use of the facilities and services set forth in this Article  
5 under the terms and conditions provided herein.  
6

7 Section 3.2. Security Services: Lessee shall be responsible for security within the  
8 Premises during the term hereof. Lessee shall establish a security liaison with the  
9 Annapolis Police Department (APD) and coordinate all Premises security with APD  
10 according to APD's requirements. In addition to such other requirements as may be  
11 imposed by the APD, Lessee shall, at its sole expense, hire licensed professional security  
12 officers to provide security within the Premises during the entire term of this Lease at such  
13 staffing levels as the APD may, in its discretion, require.  
14

15 Section 3.3. Fire Services: Following the erection of all booths and other festivities'  
16 structures as described under Section 6.1 hereof but before the farmers market opens to  
17 the public, the parties shall meet at the Premises to assure compliance with Fire  
18 Department regulations and accessibility of fire lanes and turning radius  
19

20 Section 3.4. Utilities: Lessor shall make available to the Premises, existing water and  
21 electricity facilities. Lessee at its own expense shall install any temporary electrical  
22 equipment, lines and devices required to provide power to the Premises, in compliance with  
23 National Electric Code. Lessee shall not operate any such equipment, lines or devices until  
24 inspected and approved by the City Department of Neighborhood and Environmental  
25 Programs.  
26

27 Section 3.5. Other Services: The parties shall coordinate other services in advance of the  
28 term of this Lease provided.  
29

30 Section 3.6. Pre-Market Annual Inspection: Before the farmers market opens to the public  
31 for the year, Lessee's representative shall meet with representatives of the Annapolis  
32 Police Department, Annapolis Fire Department, Director of Emergency Management,  
33 Harbormaster, Annapolis Central Services and Annapolis Department of Public Works to  
34 inspect the Premises and nearby areas to determine compliance with City requirements.  
35 Written approval by representatives of all such inspectors is required before Lessee may  
36 open the farmers market or Premises to the public. Lessor shall not refuse permission to  
37 open the farmers market or any part thereof under this paragraph unless a threat to health  
38 or safety has been identified by Lessor to Lessee.  
39

40 Section 3.7. Notice to Correct: Following the inspection referred to in the preceding  
41 section, at all times during the term of this Lease, and during activities on the Premises,  
42 Lessee shall promptly comply with all reasonable directives of the City intended to bring  
43 Lessee and activities on the Premises into compliance with the requirements of this Lease

1 and the City Code, as well as the public safety requirements of the Police Department, and  
2 Fire Department.

3 ARTICLE IV

4  
5 Section 4.1. Insurance: Lessee shall, at its own expense, obtain and keep in full force and  
6 effect comprehensive commercial general liability insurance of no less than One Million  
7 Dollars (\$1,000,000.00) combined single limit, bodily injury and property damage. Such  
8 insurance policy shall specifically name the City of Annapolis, and in their capacity as such,  
9 the officers, agents and employees thereof, as additionally insured, and insure against any  
10 and all loss, costs, damages, and expenses suffered by any person, or to any property,  
11 including property owned by Lessor, due to or alleged to be due to: (1) an act, omission or  
12 the negligence of Lessee, its officers, agents, employees contractors, patrons, guests or  
13 invitees; or (2) to the use of the Premises, or any part thereof by Lessee, its officers,  
14 agents, employees, contractors, patrons, guests or invitees.

15 The insurer or insurers of the policy or policies referred to in the preceding paragraph shall  
16 be: authorized to write the required insurance; approved by the Insurance Commissioner of  
17 the State of Maryland; and subject to the reasonable approval of the City Attorney of  
18 Annapolis. The form and substance of the policy or policies of insurance shall also be  
19 subject to reasonable approval by the City Attorney of Annapolis, and shall be submitted to  
20 the City Attorney for such approval not later than May 15, ~~2008~~ 2009. Said policy or  
21 policies of insurance shall be filed by Lessee with the City Attorney of Annapolis not later  
22 than the first to occur of: 10 days prior to the first day of the term set forth above or 10 days  
23 prior to Lessee's occupancy of the Premises.

24 The Certificate for each such insurance policy shall contain a statement on its face that the  
25 insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of  
26 premium, or otherwise, whether at the request of Lessee or for any other reason, except  
27 after thirty (30) calendar days advance written notice mailed by the insurer to the City  
28 Attorney of Annapolis and that such notice shall be transmitted postage prepaid, with return  
29 receipt requested.

30  
31 Section 4.2 Vendor Insurance: FRESHFARM Markets Inc. will provide documentation to the  
32 City Attorney not later than April 3, 2009, that each current participating vendor at the  
33 farmers market is adequately covered by general and product liability insurance. For  
34 vendors added after April 3, 2009, FRESHFARM Markets Inc. will provide the same  
35 documentation at least one full calendar week prior to the vendors participating in the  
36 farmers market.

37  
38 ARTICLE V

39  
40 Section 5.1. Hold Harmless/Indemnity: Lessee agrees that it shall forever indemnify,  
41 defend and hold harmless the Lessor, its officers, agents, employees, from and against any  
42 and all claims, suits, actions, judgments, and liability for loss, injury, damages and/or  
43 expenses suffered or alleged to have been suffered by any person or to any property due

1 to or alleged to be due to: (1) an act, omission or the negligence of Lessee, its officers,  
2 agents, employees, contractors, patrons, guests or invitees; or (2) the use of the Premises,  
3 or any part thereof, by Lessee, its officers, agents, employees, contractors, patrons, guests  
4 or invitees. Lessee agrees to reimburse Lessor, within thirty (30) days after demand for  
5 such reimbursement, for any damage done to Lessor's buildings, facilities, equipment or  
6 property caused by the negligence of Lessee, its officers, agents, employees, contractors,  
7 patrons, guests or invitees during Lessee's use and/or occupancy of the Premises or any  
8 part thereof.

9  
10 ARTICLE VI

11  
12 Section 6.1. Interior Construction: Lessee shall have the right to construct, install or erect  
13 upon the Premises such seats, booths, tents, exhibits and any other apparatus or structure  
14 which Lessee may deem necessary or desirable for its purposes. Lessee shall not have the  
15 right to enclose the Premises in such a manner as to limit entry onto the Premises or any  
16 part thereof.Section 6.2. Permits: Subject to the inspection provisions of Article III and  
17 public safety and health approvals, any and all zoning permits, any and all licenses or  
18 authorizations required to be obtained from the City of Annapolis or any agency thereof by  
19 the Lessee for the purpose of constructing or erecting the temporary structures described in  
20 Section 6.1 above or for operating the farmers market shall be deemed granted and issued  
21 upon the execution of this Lease by the Lessor and Lessee. All other Federal, State or  
22 County permits which may be required shall be the responsibility of the Lessee.

23  
24 ARTICLE VII

25  
26 Section 7.1. Trash: Lessee, at its sole expense, shall provide the number of trash  
27 containers within the Premises as required by the Director of Public Works in his sole  
28 discretion during the entire occupancy period of the Premises and shall provide for the  
29 prompt removal of said containers, trash and refuse by a City approved waste removal  
30 contractor. The City will aid the Lessee in obtaining said required containers and other trash  
31 removal receptacles.

32  
33 Section 7.2. Cleanliness: Lessee, at its sole expense, shall be responsible for keeping the  
34 Premises free of unnecessary trash and refuse and shall place the same in the trash  
35 containers referred to in the preceding section. Lessee shall at all times during the  
36 occupancy of the Premises police the Premises for trash and refuse removal.

37  
38 ARTICLE XIII

39  
40 Section 8.1. Quiet Enjoyment: Lessor covenants with Lessee that at all times during the  
41 term of this Lease Agreement, Lessee shall peacefully hold and quietly enjoy the Premises  
42 in a manner consistent with the terms of this Lease without any disturbance or hindrance  
43 from Lessor or from any other person claiming through Lessor, except that the Lessor or

1 others claiming through the Lessor may enter onto the Premises to effect necessary repairs  
2 to their own facilities as reasonably contemplated by the terms of this Agreement, to assure  
3 compliance with the terms of this Agreement and for public safety reasons. Lessee shall  
4 cooperate with the Lessor to affect this access to the Premises.

5  
6 ARTICLE IX

7  
8 Section 9.1. Condition of Premises After Activity: Following its occupancy of the Premises,  
9 Lessee, at Lessee's sole expense, shall return the Premises in the same or superior  
10 condition than received, natural wear and tear excepted.

11  
12 Section 9.2. Lessee's Equipment After Activity: Prior to 2 p.m. of every market day for the  
13 term of this Lease, Lessee shall remove all property, fixtures and chattels from the  
14 Premises placed thereon in conjunction with the farmers market with the exception of such  
15 sign(s) as approved by the Historic Preservation Commission. In the event that Lessee, its  
16 officers, agents, employees or contractors fail to remove any such item of property, Lessor  
17 reserves the right to remove and store any such property after the expiration or termination  
18 of this Lease at Lessee's expense or, as an alternative, to leave the property at the  
19 Premises. In either case, Lessor shall charge Lessee per diem rental for storage of such  
20 property. Lessor shall bear no responsibility or liability for damage to or expense incurred  
21 as a result of property left, removed or stored under the provisions of this Section. Lessee  
22 shall pay to Lessor any expenses or charges under this Section within thirty (30) days after  
23 delivery of any bill by Lessor to Lessee. If any property is not claimed by Lessee within  
24 sixty (60) days of the Lease term, Lessor may sell same at private or public sale under  
25 such terms as Lessor may deem appropriate in its sole discretion and apply such proceeds  
26 as it may deem appropriate in its sole discretion.

27  
28 ARTICLE X

29  
30 Section 10.1. Remedies: It is understood and agreed that any and all duties, liabilities  
31 and/or obligations imposed upon or assumed by the Lessee and Lessor by or under this  
32 lease shall be taken or construed as cumulative and that the mention of any specified duty,  
33 liability or obligation imposed upon or assumed by Lessee or Lessor under this lease, shall  
34 not be taken or construed as a limitation or restriction upon any or all of the other duties,  
35 liabilities, or obligations imposed upon or assumed by the Lessee under this Lease and that  
36 all remedies provided herein shall be construed to be cumulative and in addition to any  
37 other remedies provided herein, or any remedies provided in law or equity which the Lessor  
38 or Lessee would have in any case. It is understood and agreed that either party shall have  
39 the right to seek and obtain in any court of competent jurisdiction an injunction without the  
40 necessity of posting a bond to restrain a violation by the other party of any covenant or  
41 covenants contained in this Lease, anything to the contrary notwithstanding. In no case  
42 shall a waiver by either party of the right to seek relief under this provision constitute a

1 waiver of any other or further such right. The remedies provided hereunder shall not be  
2 deemed exclusive of other remedies not specified.  
3

4 Section 10.2. Authority to Lease: In the event that it is ever determined by a court of  
5 competent jurisdiction that Lessor lacks the authority to lease any portion or all of the  
6 property herein intended to be leased, Lessor shall not be liable for any losses or damages  
7 sustained by Lessee as a result thereof. FRESHFARM Markets, Inc. will not have access  
8 to the City of Annapolis' named parking lots during the Sundays of the United States  
9 Sailboat and Power Boat Shows. It will have access to the lots on the Sunday prior to the  
10 United States Sailboat Shows. FRESHFARM Markets, Inc. will have access to the interior  
11 space of the City of Annapolis' Parks and Recreation Center located at 9 St. Mary's Street.  
12

13 Section 10.3. Immunities: Notwithstanding any provision in this Lease, implicitly or explicitly  
14 to the contrary, Lessor reserves any and all immunities, partial or total, statutory or  
15 common law, in any proceeding related to this Lease, to the festivities referred to herein or  
16 to the use of the Premises (or any part thereof) before, during or after the term of this  
17 Lease. Such reservation of rights shall extend to any claim made by or through Lessee and  
18 to any claim made by or through any third party.  
19  
20

21 ARTICLE XI  
22

23 Section 11.1. Impossibility of Performance: If, for any reason, an unforeseen event not the  
24 act of Lessor occurs, including but not limited to flood, severe weather, fire, casualty, act of  
25 God, labor strike or other unforeseen occurrence which renders impossible the fulfillment of  
26 any rental period of this lease, Lessee shall have no right to nor claim for damages against  
27 Lessor; but Lessee shall not be liable for the payment of rent for said rental period, except  
28 that if such impossibility relates only to part of the rental period, rent shall be prorated;  
29 however, this Lease shall not terminate but shall continue in accordance with the terms of  
30 this Lease.  
31

32 ARTICLE XII  
33

34 Section 12.1. Payment: Lessee shall make all payments due under this Lease by check,  
35 payable to the City of Annapolis, and deliver the payments to the Annapolis Finance  
36 Department, 160 Duke of Gloucester Street, Annapolis, Maryland, 21401. In addition to all  
37 other amounts due hereunder, Lessee shall pay Lessor a monthly late fee of 1.5% (18%  
38 per annum) of any payment required hereunder that is more than sixty (60) days past due,  
39 until paid.  
40

41 ARTICLE XIII  
42

1 Section 13.1. Time is of the Essence: Time is of the essence in the performance of this  
2 Lease, and the times herein granted shall not be extended for any reason, except as  
3 provided herein, for the occupancy or use of the Premises or for the installation or removal  
4 of equipment, materials or displays therefrom without written permission from Lessor.

5  
6 ARTICLE XIV  
7

8 Section 14.1. Assignment: Lessee shall not assign or transfer this Lease, in whole or in  
9 part, or any of its rights hereunder, without the prior written consent of the Lessor, which  
10 consent shall not be arbitrarily withheld.

11  
12 ARTICLE XV  
13

14 Section 15.1. Non Agent: Lessee herein is an independent contracting party and not the  
15 agent or employee of the Lessor.

16  
17 ARTICLE XVI  
18

19 Section 16.1. Liens, Remedies, etc: Lessee hereby consents to and Lessor shall have a  
20 lien upon all goods, personal property and fixtures of Lessee located upon the leased  
21 Premises for any and all unpaid charges which arise under this Lease. Lessee hereby  
22 consents to and Lessor shall have the power to impound and retain the possession of such  
23 goods, personal property and fixtures until all such charges and fees due under this Lease  
24 have been paid, in full, to the satisfaction of Lessor. In the event such charges remain  
25 unpaid thirty (30) days after the termination of the term of this Lease, Lessor shall have the  
26 power to sell such property at public auction, and apply the receipts from such auction to all  
27 such unpaid charges.

28  
29 ARTICLE XVII  
30

31 Section 17.1. Compliance with All Laws: Lessee agrees to comply with all laws, ordinances,  
32 and statutes applicable to the Premises, or any part thereof, and the use thereof, and to  
33 pay all taxes or charges imposed by law in connection with Lessee's use and occupancy of  
34 the Premises.

35  
36 ARTICLE XVIII  
37

38 Section 18.1. Contact Persons: For purposes of coordinating inspections, providing notices  
39 and other matters set forth under this Lease, except as otherwise provided in this Lease,  
40 the parties designate the following contact persons:

41  
42  
43 A. Lessor: Director of Central Services

City of Annapolis  
145 Gorman Street, 2<sup>nd</sup> floor  
Annapolis, Maryland 21401  
Attention: Rob Schuetz  
Phone No. 410-263-7944

B. Lessee: FRESHFARM Markets Inc  
PO Box 15691  
Washington, DC 20003  
Attention; Ann Harvey Yonkers  
Phone No. 202-362-8889

ARTICLE XIX

Section 19.1. Local Exhibitors: Lessee shall use its best efforts to contract with Annapolis/Anne Arundel County area farmers in all matters related to the farmers market.

ARTICLE XX

Section 20.1 General Powers: Nothing herein shall be construed to preclude the City from exercising its general public safety powers as it deems appropriate to protect the public safety, interest and welfare.

IN WITNESS WHEREOF, the parties hereto, by and through this duly authorized agents, have caused this Lease to be executed this lease this 9th day of March, 2009.

**ATTEST:** **THE ANNAPOLIS CITY COUNCIL**

BY: \_\_\_\_\_  
Regina C. Watkins-Eldridge, CMC  
City Clerk

BY: \_\_\_\_\_  
ELLEN O. MOYER, MAYOR

**FRESHFARM Markets, Inc.**

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Ann Harvey Yonkers Co-Director  
PO Box 15691

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3  
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6  
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8  
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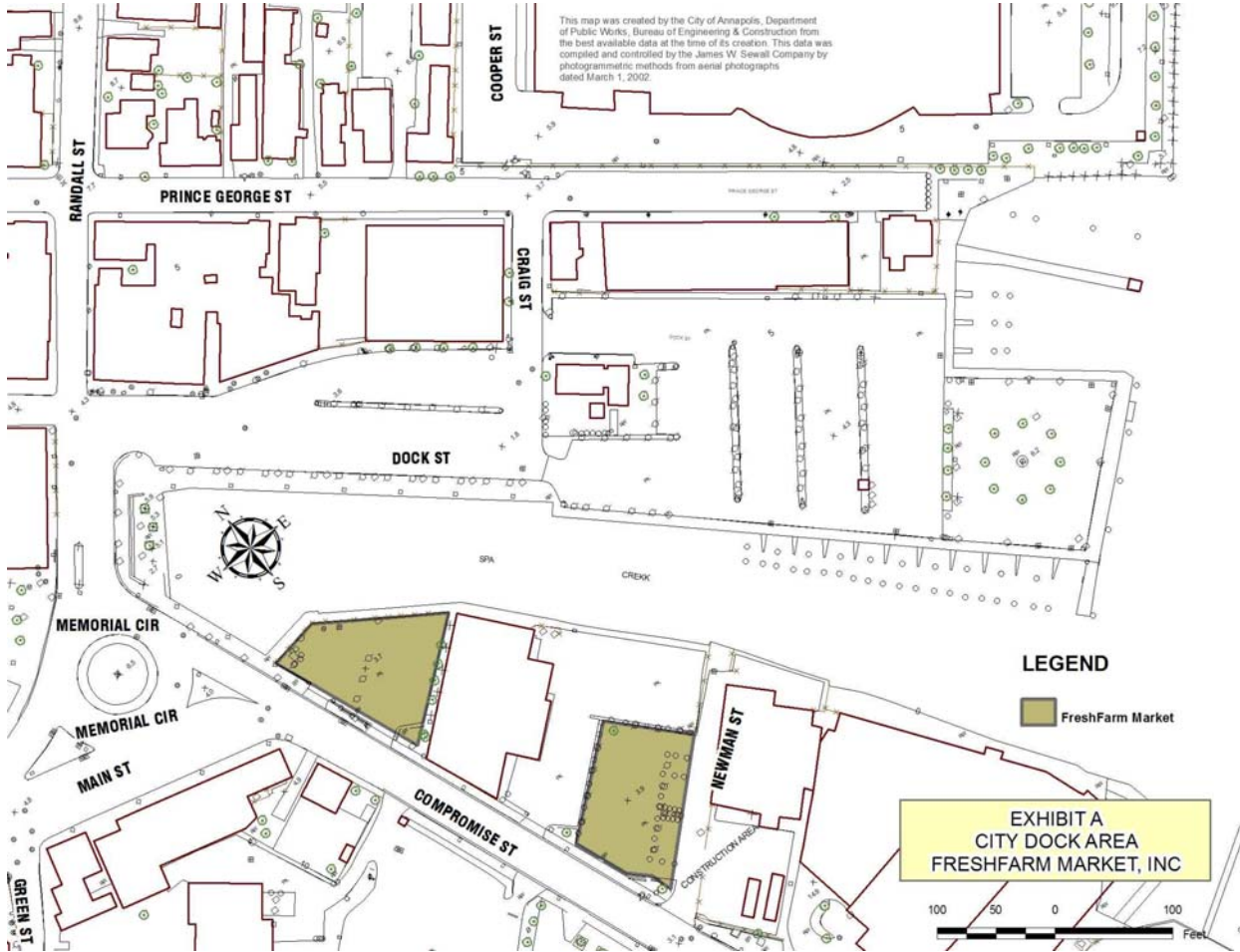
Washington, DC  
Phone: 202-362-8889

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Reviewed for legal sufficiency:  
Stephen Kling, Acting City Attorney      Date

1  
2

### Lease of the Donner Lot to FRESHFARM Markets Inc. Attachment A



3

1 **O-46-08**  
2 **Lease of the Donner Lot to FRESHFARM Markets Inc.**

3  
4 **Staff Paper**  
5

6 This legislation proposes to lease the Donner Lot at 110 Compromise Street to FreshFarm  
7 Markets who in turn will operate a farmers market each Sunday morning from June 7, 2009  
8 through June 6, 2010. Section 7.28.010 of the City Code permits an open-air market to be  
9 “created within the area located between the premises known as 110 Compromise Street,  
10 along Compromise Street to the intersection of Market Space.”

11  
12 FreshFarm Markets (<http://www.freshfarmmarkets.org/>) incorporated in May 2002, as a  
13 non-profit with 501(c)3 tax status. It currently operates farmers markets in the H Street  
14 NE, Dupont Circle, Foggy Bottom and Penn Quarter neighborhoods of Washington, DC  
15 plus St. Michaels and Camp Springs, Maryland.  
16

17 Features of the proposed lease are as follows:

- 18 ▪ Premises are leased each Sunday morning from June 7, 2009, through June 6,  
19 2010.
- 20 ▪ Hours are from 6am to 1pm for setup/takedown and operating hours are 8am to  
21 noon each Sunday.
- 22 ▪ Event premises include the parking spaces within the Donner Parking Lot, and  
23 those spaces within the Public Parking Lot between Fleet Reserve and Fawcett Boat  
24 Supplies to be designated by the Police Chief.
- 25 ▪ No alcoholic beverages are permitted to be sold or consumed
- 26 ▪ The vendors may sell their produce including beverages
- 27 ▪ No non-amplified music.
- 28 ▪ Commercial general liability insurance of \$1 million for single limit and limit for  
29 umbrella policy is \$3 million  
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33 Prepared by Seth B. Zirkle, Office of Law, (410) 263-1184  
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