

**RESOLUTION NO. 2068**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALISBURY TO APPROVE A LEASE WITH URBAN SALISBURY, INC. FOR THE PURPOSE OF OPERATING A PARK AND FLEA MARKET IN DOWNTOWN SALISBURY.

WHEREAS Urban Salisbury, Inc. currently operates a Park and Flea Market in Lot #10 in downtown Salisbury, and

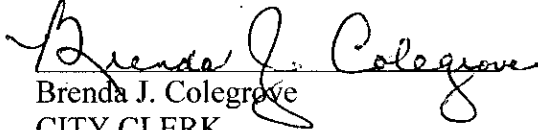
WHEREAS Urban Salisbury, Inc. would like to encourage increased downtown participation in conjunction with the Shore Fresh Growers Association Farmers' market, and

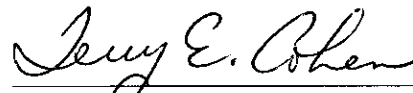
WHEREAS Urban Salisbury, Inc. would like to have the Park and Flea Market in downtown Salisbury for the 2011 season and to have it in conjunction and in proximity to the farmers' market in Parking Lot #16;

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 Urban Salisbury, Inc. to provide a Park and Flea Market in downtown Salisbury in City Parking 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) for 2011, with the option of two (2) one-year renewals.


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<sup>th</sup> day of July, 2011 and is to become effective immediately upon adoption.

ATTEST:

  
Brenda J. Colegrove  
CITY CLERK

  
Terry E. Cohen  
PRESIDENT, City Council

APPROVED by me this 12<sup>th</sup> day of July, 2011.

  
James Ireton Jr.  
MAYOR, City of Salisbury

## LEASE AGREEMENT

**THIS AGREEMENT** made this 1<sup>st</sup> day of January, 2011, between the CITY OF SALISBURY, LANDLORD, and URBAN SALISBURY, INC., TENANT as follows:

### WITNESSETH:

1. The Landlord hereby rents to the Tenant portions of City Parking 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) every Saturday and Sunday (January 1<sup>st</sup> – December 31<sup>st</sup>) for the sum of One Dollar (\$1.00) per day payable upon approval of the lease. Tenant intends to use the property for a Park and Flea Market. The initial term of this lease is January 01, 2011 to December 31, 2011. After expiration of the initial term this lease shall automatically renew for two one (1) year terms, subject to mutual agreement by all parties. Either of the parties, with 30 days advance, written notice, may cancel the Agreement.
2. The Tenant hereby covenants with the Landlord to pay rent as 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 the use for the purposes other than those of Urban Salisbury, Inc. Tenant further covenants that they will not, at any time, assign this agreement without the prior 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 written consent of the Landlord, and that, whatever alterations or repairs the Tenant shall be permitted to make shall be done at Tenant's own expense.
3. Tenant further covenants as follows:
  - A. 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 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).
  - B. 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 Sunday and to deposit the same in the County landfill: no trash will be placed in City trash receptacles.
  - C. To permit access to the property by City employees and to cooperate fully with routine or emergency activities of City agencies.
  - D. To remove all improvements, materials, and equipment and to restore the property to the original condition on or before 5:00 p.m. each Saturday and Sunday.
  - E. To comply with all City ordinances.

- F. 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, or sold, or solicited that is against the law, or contrary to, or forbidden by, the Ordinances of the City of Salisbury and the laws of the State of Maryland.
- G. To prohibit the sale of the following items during the Park and Flea Market:
  - (1) Weapons of any kind (e.g., firearms, edged weapons, impact weapons, chemical sprays).
  - (2) Flammable or combustible liquids.
  - (3) Products with expiration dates, foods designed for infants under two years of age, medicines, drugs and cosmetics; and
  - (4) Pets or livestock.
- H. To prohibit the use of the following items during the Park and Flea Market:
  - (1) Open flames (such as from candles, lanterns, kerosene heaters, LP gas fire devices, charcoal); however, an exception may be granted by the Park and Flea Manager to recognized Wicomico County licensed food vendors.
  - (2) Spark producing equipment or processes; and
  - (3) Space heaters.
- I. To prohibit sales outside of established hours and/or on the streets surrounding the Parking Lot #10.
- J. To limit the number of vehicles permitted to be parked at each booth during the Park and Flea Market to one (1).
- K. To prohibit operation of vehicles in the pedestrian concourse during the Park and Flea Market unless an authorized person escorts the vehicle.
- L. 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.
- M. To prohibit vendors from idling vehicle engines during the market's operating hours.
- N. 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 other defacing of the surfaces of the parking lot.

- O. To provide sufficient sanitary facilities to accommodate the flea market customers and to provide a location for such facilities that will be suitable to the City.
- P. Coordinate with the Salisbury Area Chamber of Commerce to ensure operation of Park and Flea during the Salisbury Festival is approved by the Chamber of Commerce.
- Q. To have all facades, signs, etc., be approved by the Department of Building, Permits and Inspections.
- R. To locate the Park and Flea Market in portions A, B, C, and D of parking Lot #10, with any changes to be approved by the Assistant Director of Internal Services, Parking Division (map attached).
- S. To prohibit the sale of any produce or plant material at the Park and Flea Market on Saturdays from May 1<sup>st</sup> –November 30<sup>th</sup> without authorization from the Shore Fresh Growers Association.
4. Tenant is permitted to sub-lease portions of the property solely to vendors, who will be participating in the Park and Flea Market; however, Tenant will retain responsibility for the maintenance and upkeep of the property as provided in this lease.
5. Tenant understands that the Parking Lot is a City facility that periodically requires maintenance and repairs. If the operation of the Park and Flea Market will interfere with any required maintenance/repairs, the City's Assistant Director of Internal Services, Parking Division, in their sole discretion, may require certain areas to be blocked off and may require the Park and Flea Market to move other areas. The City'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 Park and Flea Market and to the normal parking operations.
6. Tenant knows, understands, and acknowledges the risks and hazards associated with using the property, and hereby assume 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.
7. Tenant shall indemnify and hold harmless the City 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 City 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.

8. Tenant shall 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.
9. 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.

Park and Flea onsite emergency contact is MICHAEL DRAF  
Telephone or Cell Phone Number is 410-603-3930

10. IT IS FURTHER ARGEEED that if the Tenant shall violate any of the foregoing covenants on its part herein made; the Landlord shall have the right, without formal notice, to reenter and take possession of the premises and cancel this Lease.

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

ATTEST:

CITY OF SALISBURY

Brenda J. Colegrove  
Brenda J. Colegrove  
CITY CLERK

James Ireton, Jr.  
James Ireton, Jr.  
MAYOR  
LANDLORD

Terry E. Cohen  
Terry E. Cohen  
PRESIDENT  
CITY COUNCIL

URBAN SALISBURY, INC.

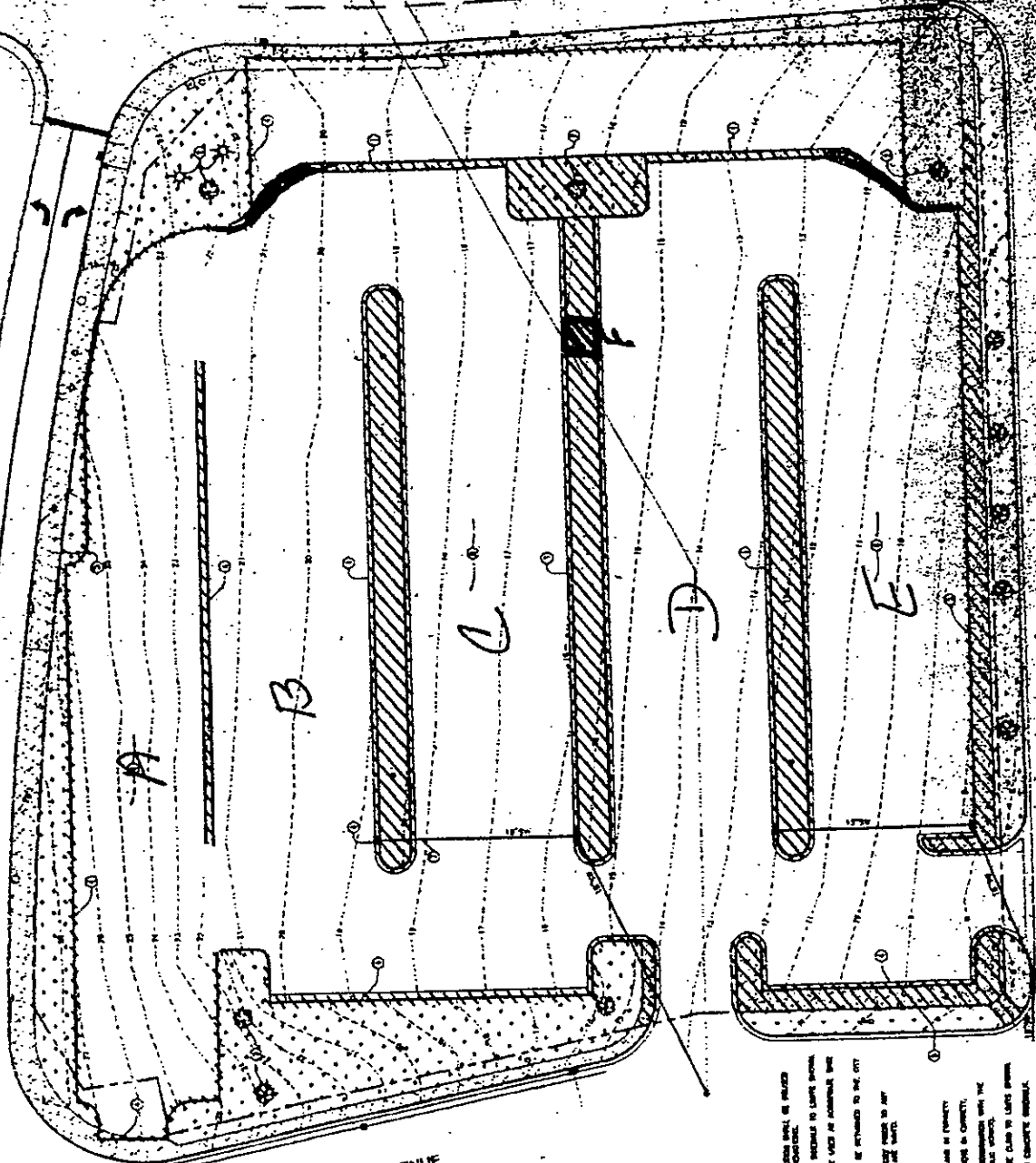
[Signature]  
TENANT

U.S. RT. 137 NORTH BALSIBURY BOULEVARD

EAST CHURCH STREET

CHALMERS STREET

POPLAR HILL AVENUE



- GENERAL NOTES**
1. ALL UTILITIES SHOWN SHALL BE PROTECTED AND MAINTAINED AT ALL TIMES.
  2. ALL UTILITIES SHALL BE DEEPENED TO THE CITY STANDARD DEPTH.
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- LEGEND**
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# Memo

**To:** John Pick, City Administrator

**From:** Pamela B. Oland, Director of Internal Services

**Date:** May 11, 2011

**Re:** Lease Agreement with Urban Salisbury, Inc. for a Park and Flea Market in Downtown Salisbury

It recently came to the attention of the Procurement Division that the lease agreement with Urban Salisbury, Inc. had expired for the Park and Flea market. As such, the Procurement Division is seeking to authorize a lease agreement between the City of Salisbury and Urban Salisbury, Inc. for the operation of a park and flea market in downtown Salisbury. This would allow the use of four sections of Lot #10, bounded by Route 13 and Calvert Street, on Saturdays and Sundays. If approved, the farmers' market would have the option to return to Lot #10 at the end of the growing season and utilize the fourth section of Lot #10, in conjunction with the Urban Salisbury Park and Flea. 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.

Attached please find copies of the proposed lease agreement and lot #10 schematic. Urban Salisbury, Inc. has agreed to adhere to all conditions of the lease and will provide required insurance coverage, as noted in the lease.