

RESOLUTION NO. 2493

A RESOLUTION OF THE CITY OF SALISBURY TO APPROVE A LEASE WITH THE SALISBURY AREA CHAMBER OF COMMERCE FOR THE PURPOSE OF OPERATING A PARK & FLEA MARKET IN DOWNTOWN SALISBURY.

WHEREAS the Park & Flea Market currently operates in the City of Salisbury's Parking Lot #10, and

WHEREAS the Salisbury Area Chamber Commerce is the sponsor of the Park & Flea Market, and

WHEREAS the Salisbury Area Chamber of Commerce would like to encourage increased downtown participation in conjunction with the Shore Fresh Growers Association Farmers' Market, and

WHEREAS the Salisbury Area Chamber of Commerce would like to have the Park and Flea market in downtown Salisbury for the 2015 season and to have it in conjunction and in proximity to the Farmers' Market in Parking Lot #16;

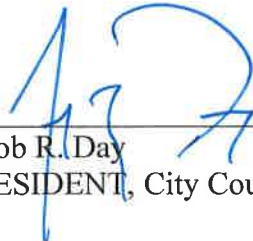
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland to approve the attached Lease Agreement between the City of Salisbury and the Salisbury Area Chamber of Commerce to provide a Park and Flea Market in downtown Salisbury in City Parking Lot #10 (bordered on the east by Route 13, on the south by Calvert Street, on the west by Poplar Hill Avenue, and on the north by Church Street) for 2015.

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 April, 2015 and is to become effective immediately upon adoption.

ATTEST:

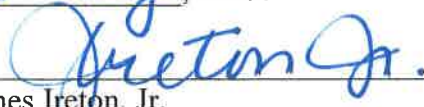


Kimberly R. Nichols
CITY CLERK



Jacob R. Day
PRESIDENT, City Council

APPROVED by me this 5th day of

May, 2015.


James Ireton, Jr.
MAYOR, City of Salisbury

City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3190 Procurement
Fax: 410-548-3192 Procurement

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER
ASST. DIRECTOR OF INTERNAL SERVICES

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
INTERIM CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

Council Agenda

TO: Mayor and City Council

SUBJECT: Lease renewal and Resolution for "Park and Flea Market"

The Chamber of Commerce operates a "Park & Flea Market" in Lot #10 on Saturday and Sunday mornings. The Procurement Division seeks Council's approval to renew the lease agreement between the City of Salisbury and the Chamber of Commerce. 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.

Sincerely,

Jennifer Miller
Asst. Director of Internal Services – Procurement and Parking

LEASE AGREEMENT

THIS AGREEMENT made this 8st day of May, 2015, between the City of Salisbury ("Landlord") and The Salisbury Area Chamber of Commerce Inc. ("Tenant") as follows:

WITNESSETH:

1. The Landlord hereby rents to the Tenant portions of Landlord 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 01-December 31) 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, 2015 to December 31, 2015. After expiration of the initial term this lease will automatically renew for two, one (1) year terms, subject to mutual agreement by all parties. Either of the parties, with thirty (30) days advance, written notice, may cancel this Lease 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 Tenant. Tenant further covenants that they will not, at any time, assign this Lease 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 will be permitted to make will be done at Tenant's own expense.
3. Tenant further covenants as follows:
 - 3.1. To provide the Landlord with a Certificate of Insurance naming the Landlord as an additional insured and to maintain such insurance during the term of the Lease Agreement. 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).
 - 3.2. To keep property clean and in good repair during the term of the Lease Agreement 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 Landlord trash receptacles.
 - 3.3. To permit access to the property by Landlord employees and to cooperate fully with routine or emergency activities of Landlord agencies.
 - 3.4. 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.
 - 3.5. To comply with all Landlord ordinances.
 - 3.6. 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 Landlord and the laws of the State of Maryland.
 - 3.7. To prohibit the sale of the following items during the Park and Flea Market:
 - 3.7.1. Weapons of any kind (e.g., firearms, edged weapons [excluding household cutlery, kitchen utensils, lawn, garden, and hand tools], impact weapons, chemical sprays).
 - 3.7.2. Flammable or combustible liquids.
 - 3.7.3. Products with expiration dates; foods designed for infants under two years of age, medicines, drugs, and cosmetics (except those cosmetics that are sold in their original packages within the sell-by timeframe noted on the package); and
 - 3.7.4. Pets or livestock.

- 3.8. To prohibit the use of the following items during the Park and Flea Market:
 - 3.8.1. 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.
 - 3.8.2. Spark producing equipment or processes; and
 - 3.8.3. Space heaters.
- 3.9. To prohibit sales outside of established hours and/or on the streets surrounding Parking Lot #10.
- 3.10. To limit the number of vehicles permitted to be parked at each booth during the Park and Flea Market to one (1).
- 3.11. To prohibit operation of vehicles in the pedestrian concourse during the Park and Flea Market unless an authorized person escorts the vehicle.
- 3.12. 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.
- 3.13. To prohibit vendors from idling vehicle engines during the market's operating hours.
- 3.14. 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.
- 3.15. 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 Landlord.
- 3.16. Ensure operation of Park and Flea during the Salisbury Festival is approved by the Chamber of Commerce President.
- 3.17. To have all facades, signs, etc., be approved by the Department of Building, Permitting, and Inspection.
- 3.18. 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).
- 3.19. To prohibit the sale of any produce or plant material at the Park and Flea Market on Saturdays from May through the Saturday before Thanksgiving in November, 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 Agreement.
5. Tenant understands that the Parking Lot is a Landlord facility that periodically requires maintenance and repairs. If the operation of the Park and Flea Market will interfere with any required maintenance/repairs, the Landlord'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 Landlord'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 Landlord 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 Landlord 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 will indemnify and hold harmless the Landlord 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 Landlord 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 will 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 Agreement, 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	Ernie Colburn
Telephone or Cell Phone Number is	410-749-0144

10. IT IS FURTHER AGREED that if the Tenant will violate 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 the premises and cancel this Lease.

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

ATTEST:

City of Salisbury



Kimberly R. Nichols
City Clerk



James Ireton, Jr.
Mayor

ATTEST:

The Salisbury Area Chamber of Commerce Inc.

BY  (SEAL)

Ernie Colburn
President & CEO