

RESOLUTION NO. 1622

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 2008 season and to have it in conjunction and in proximity to the farmer's 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 2008.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 14th day of January, 2008 and is to become effective immediately upon adoption.

ATTEST:

Brenda J. Colegrove
CITY CLERK

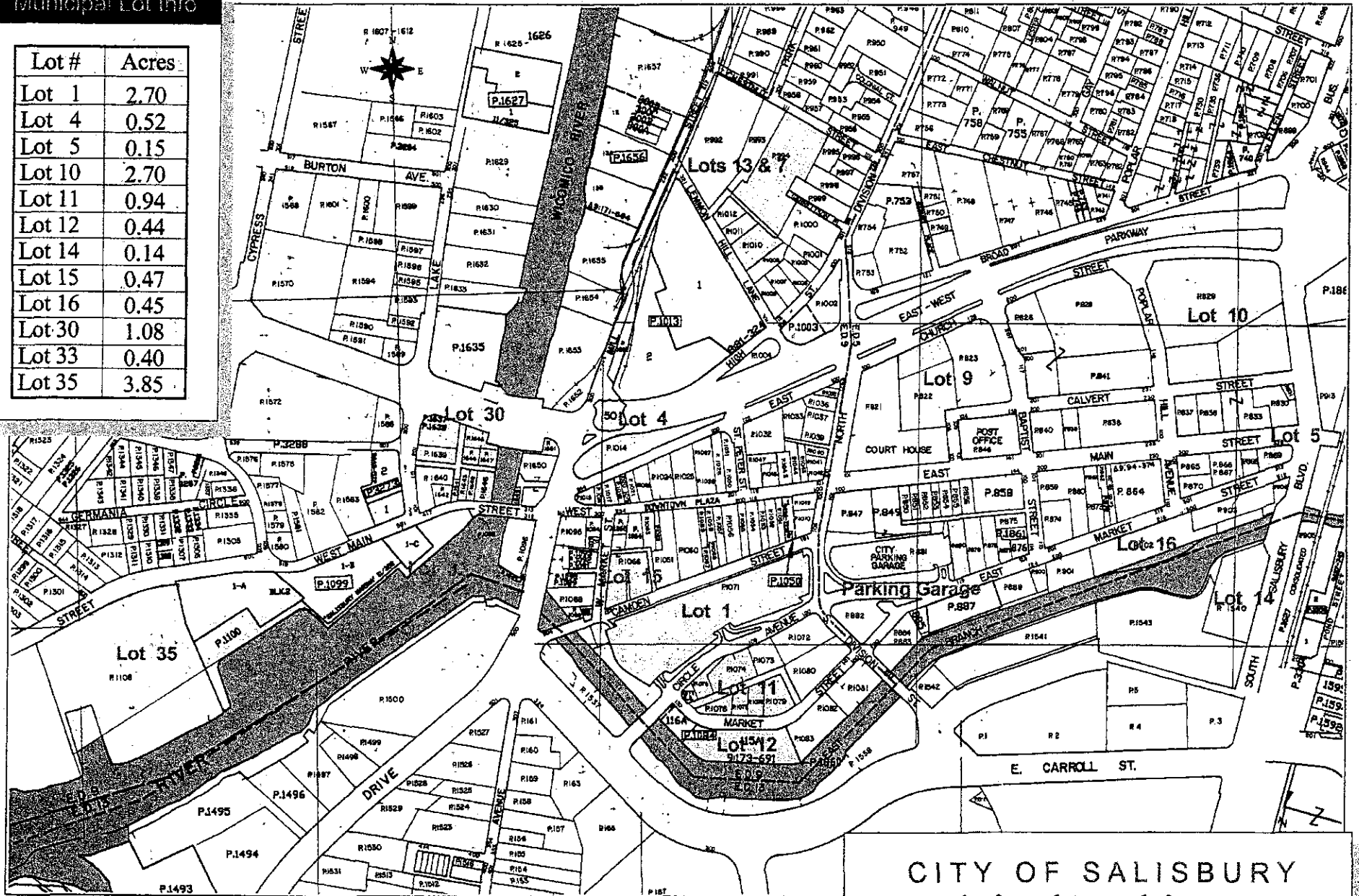
Louise Smith
PRESIDENT, City Council

APPROVED by me this _____ day of _____, 2008.

Barrie P. Tilghman
MAYOR, City of Salisbury

Municipal Lot Info

Lot #	Acres
Lot 1	2.70
Lot 4	0.52
Lot 5	0.15
Lot 10	2.70
Lot 11	0.94
Lot 12	0.44
Lot 14	0.14
Lot 15	0.47
Lot 16	0.45
Lot 30	1.08
Lot 33	0.40
Lot 35	3.85



CITY OF SALISBURY
Municipal Parking Lots



LEASE AGREEMENT

THIS AGREEMENT made this 15th day of January, 2008, between the CITY OF SALIBURY, 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 (DATES OF OPERATION) 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 & Flea Market. This lease shall renew automatically for an additional two (2) years, subject to mutual agreement by all the 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 the rent 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 their 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 consent in writing 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 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, 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. Tenant agrees to abide by and to be bound by the decision of Landlord should any questions of propriety arise under this paragraph.
- G. To prohibit sale of the following items during the Park & 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 & 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 & 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 to one (1) the number of vehicles permitted to be parked at each booth during the Park & Flea Market.
 - K. To prohibit operation of vehicles in the pedestrian concourse during the Park & 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 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. To prohibit the operation of the Park & Flea Market during the weekend of the Salisbury Festival.
 - Q. To have all facades, signs, etc., be approved by the Department of Building, Housing & Zoning.
 - R. To locate the Park & Flea Market in portions A, B, C & D of Parking Lot #10, with any changes to be approved by the Assistant Director of Internal Services, Parking Division (map attached).
4. Tenant is permitted to sub-lease portions of the property solely to vendors, who will be participating in the Park & 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 & Flea Market will interfere with any required maintenance/repairs, the City's Assistant Director of Internal Services, Parking Division, in her sole discretion, may require certain areas to be blocked off and may require the Park & Flea Market to move to 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 & 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 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.
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 & Flea onsite emergency contact is _____

Telephone or Cell Phone Number is _____

10. IT IS FURTHER AGREED 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 WHEREOF, 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
City Clerk

Barrie P. Tilghman
MAYOR
LANDLORD

Louise Smith
PRESIDENT
CITY COUNCIL

ATTEST:

URBAN SALISBURY, INC.

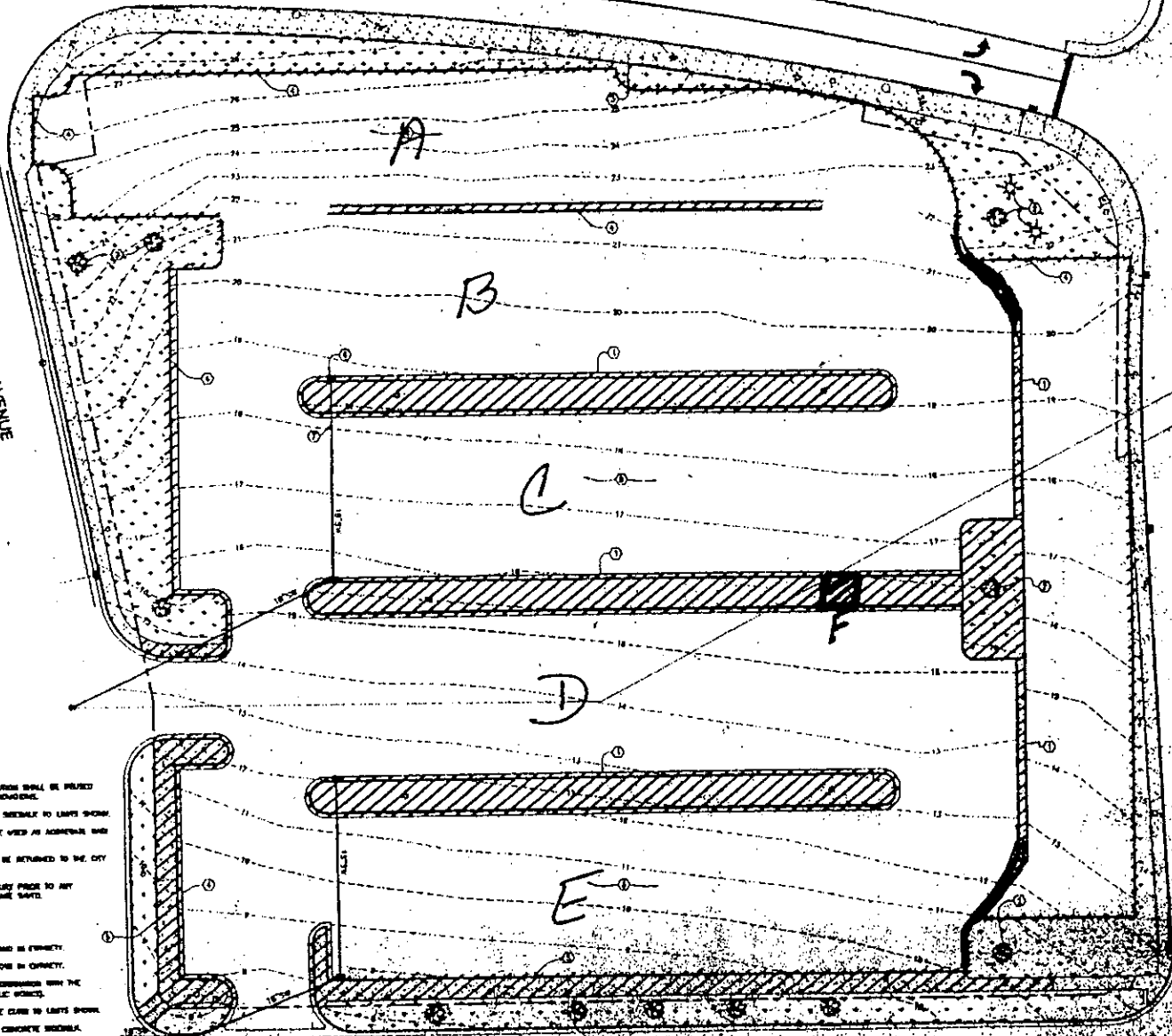
TENANT

EAST CHURCH STREET

POPULAR HILL AVENUE

U.S. RT. 137
NORTH SALISBURY BOULEVARD

CALVERT STREET



- GENERAL NOTES**
1. ALL TOPPING, BRANCHED WARDING REMOVALS SHALL BE PERFORMED BEFORE CONSTRUCTION OF PROPOSED RENOVATIONS.
 2. REMOVE CONCRETE CURB, BUTTER, OR MATERIAL TO LIMITS SHOWN.
 3. WALLS FROM EXISTING LOT SHALL BE USED AS ACHIEVABLE FOR PROPOSED LOT.
 4. ALL FINISH LEVELS SHOWN SHALL BE RETURNED TO THE CITY OF SALISBURY.
 5. COORDINATE WITH THE CITY OF SALISBURY PRIOR TO ANY REMOVALS TO DETERMINE WHICH WELLS ARE WANTED.

- INSTALLATION NOTES**
1. REMOVE AND REPAIR OR CURB WELLS AS SHOWN.
 2. CURB AND WELLS REMOVE WELLS ROOMS IN CURBNEY.
 3. REMOVE AND REPAIR WELLS IN COORDINATION WITH THE CITY OF SALISBURY (DEPT. OF PUBLIC WORKS).
 4. REMOVE AND REPAIR OF CONCRETE CURB TO LIMITS SHOWN.
 5. REMOVE AND REPAIR OF EXISTING CONCRETE WELLS.
 6. REMOVE AND REPAIR OF EXISTING WELLS, FINISH, WELLS AND WELLS TO BE RETURNED TO CITY.
 7. REMOVE AND REPAIR OF WELLS.
 8. ALL CONSTRUCTION SHALL BE DONE FOR RECORD.

DATE: 04/11/11

1014 100'

1014 100'