

RESOLUTION NO. 2077
AS AMENDED ON JULY 25, 2011

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY APPROVING A LEASE WITH SALISBURY UNIVERSITY FOR THE USE OF A PORTION OF THE SCHUMAKER DAM ACCESS ROAD AS A CONSTRUCTION STAGING AREA

WHEREAS, Salisbury University has requested that a portion of the Schumaker Dam access road be made available to the Ward Museum as a construction staging area in conjunction with their roof replacement project; and

WHEREAS, the period of time requested for their use of this area is for the 60-day period beginning August 15, 2011 and extending through October 15, 2011 with a provision for a possible extension for an additional 30 days in the event that the construction takes longer than planned; and

WHEREAS, the City will not be in need of this area during the time requested by the University; and

WHEREAS, the University's use of this area will not block access to Schumaker Dam;

NOW, THEREFORE, BE IT RESOLVED that the Salisbury City Council approves the attached lease with Salisbury University for a 60-day period with a possible extension for an additional 30 days subject to the conditions contained in the lease.

THE ABOVE RESOLUTION was introduced and read and passed at a regular meeting of the Salisbury City Council held on the 25th day of July, 2011, and is to become effective immediately upon adoption.

ATTEST:


Brenda J. Colegrove
City Clerk


Terry E. Cohen, President
Salisbury City Council

APPROVED BY ME THIS:
26th day of July, 2011


James Hreton, Jr., Mayor

LEASE

7/11/11

THIS AGREEMENT made this _____ day of _____, 2011, between the CITY OF SALISBURY, Landlord, and SALISBURY UNIVERSITY, a constituent institution of the University System of Maryland, Tenant.

1. WITNESSETH, that the Landlord hereby rents to the Tenant a portion of the access road to the bridge over the Schumaker Pond spillway as shown on the attached drawing for the sum of One Dollar (\$1.00) per day payable in advance, beginning on Monday, August 15, 2011, and continuing through Friday, October 15, 2011. Upon mutual consent of the Mayor Landlord and Tenant, these dates can be adjusted for up to an additional thirty (30) days.

2. And the said Tenant hereby covenants with the said 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 said term in as good condition as when received, ordinary wear and tear excepted. 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 the Ward Museum of Wildfowl Art at Salisbury University. Landlord understands and agrees that the Tenant intends to sub-let or license the premises to a contractor to be used as a staging area for equipment, materials and supplies in conjunction with the replacement of the roof on the Ward Museum. Tenant further covenants that it will not at any time further assign this agreement, or sublet the property thus let, or any portion thereof, without the consent in writing of the said 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 said Tenant shall be permitted to make shall be done at Tenant's own expense.

3. Tenant further covenants as follows:

A. ~~Intentionally Deleted~~. Tenant shall require sub-lessee to provide to the City a certificate of insurance with the City named as an additional insured. Such certificate will evidence that the sub-lessee 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 term of lease.

C. To permit access to property by authorized City employees.

- D. To remove all improvements, material and equipment and restore property to its original condition, ordinary wear and tear excepted
- E. To cooperate fully with routine or emergency activities of City agencies.
- F. Intentionally deleted.
- G. To cooperate with requests from City departments to minimize restrictions on visibility through the area.
- H. To maintain continuous pedestrian access around the leased area from South Schumaker Drive to North Park Drive.

4. 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.

5. Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this Agreement, and neither party shall try to hold the other liable with respect to any matter not arising from the other party's actions or omissions. Notwithstanding the foregoing, TENANT's liability in the foregoing shall be contingent upon an appropriation by the Maryland General Assembly to TENANT specifically for the purposes contemplated in this paragraph at the time an event which may give rise to TENANT's responsibility occurs, and to the extent that a tortious claim is involved, TENANT's obligations shall not be greater than the liability that might be determined under the Maryland Tort Claims Act, Section 12-101 et seq. of the State Government Article, Maryland Annotated Code (the "Act"), if the claim had been asserted against TENANT directly pursuant to the Act.

6. Intentionally Deleted.

7. In the event of emergency, the Ward Museum at Salisbury University can be contacted through Max Verbits at 443-783-2211.

8. 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.

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

Lease Agreement
Ward Museum of Wildfowl Art
Page 3

ATTEST:

CITY OF SALISBURY

Brenda Colegrove
CITY CLERK

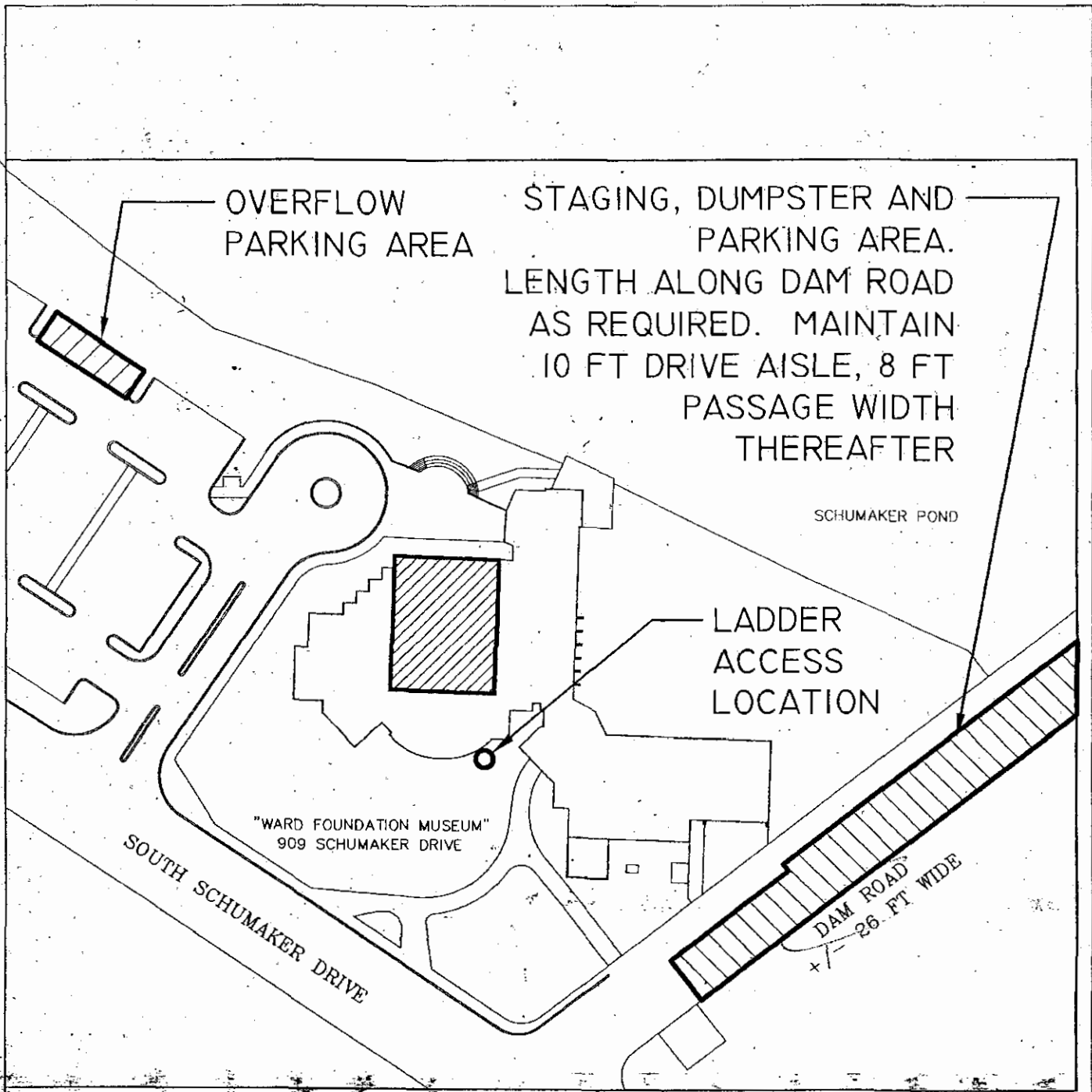
_____(SEAL)
James Ireton, Jr., Mayor
LANDLORD

ATTEST:
SALISBURY UNIVERSITY

By: _____
TENANT

APPROVED FOR FORM AND LEGAL SUFFICIENCY FOR TENANT

MORENIKE EUBA OYENUSI, ASSISTANT ATTORNEY GENERAL



PROJECT SITE

NOT TO SCALE



DWG. NO.: SK-1	ISSUE DATE: MAY 23, 2011	DWG NAME: REVISED SITE STAGING AREA	PROJECT NAME: WARD MUSEUM REPLACE ROOF AT GALLERY AREA	SALISBURY UNIVERSITY FACILITY PLANNING & CAPITAL PROJECTS ARCHITECTURAL AND ENGINEERING SERVICES 1101 CAMDEN AVENUE SALISBURY, MARYLAND 21801 410-543-6215
	SCALE: NOT TO SCALE			
	DESIGN BY: MFV			
	CHECKED BY: MFV			

INTER

OFFICE

MEMO

Office of the Mayor

To: City Council
From: John R. Pick 
Subject: Ward Museum Construction Staging Area Lease Agreement
Date: July 19, 2011

Attached is a revised Lease Agreement for the use by the Ward Museum of a portion of the Schumaker Dam access road for a construction staging area. This lease agreement has been modified from the version reviewed by the Council at your June 20 work session due to comments received from the State Assistant Attorney General. The most recent version, which that has been approved by the State Assistant Attorney General, is attached and is dated 7/11/11. The version showing previous revisions made by the State Assistant Attorney General is also attached.

In order to resolve uncertainty about the construction schedule, which was discussed at the Council work session, we have modified this lease to provide for a lease period from August 15, 2011 to October 15, 2011. We have also provided that the lease can be extended for an additional 30 days with the mutual consent of the City and Salisbury University.

cc: Mayor Ireton
Lore' Chambers
Teresa Garner
Paul Wilber
Brenda Colegrove