

**RESOLUTION NO. 2234**

A RESOLUTION OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO SIGN A RENEWAL LEASE WITH THE TRI-COUNTY COUNCIL FOR THE LOWER SHORE OF MARYLAND FOR THE USE OF A GRASS STRIP AND THE SIDEWALK PARALLEL THERETO ON CIRCLE AVENUE BETWEEN THE CORNER OF DIVISION STREET AND THE ENTRANCE TO PARKING LOT #1 AS A SHORE TRANSIT BUS STOP.

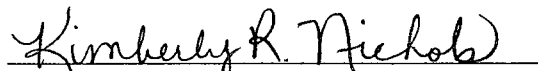
WHEREAS, the Tri-County Council for the Lower Shore of Maryland-Shore Transit Division, a regional transit system serving the three lower shore counties, has been leasing from the City a grass strip and the sidewalk parallel thereto on Circle Avenue, between the corner of Division Street and Parking Lot #1 entrance as a bus stop; and


WHEREAS, the City finds that it is in the best interest of the City to permit the Shore Transit Division to continue to operate a bus stop at the aforementioned location as a convenience to the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the Mayor be authorized to sign the attached renewal Lease Agreement between the City of Salisbury and the Tri-County Council for the Lower Shore of Maryland to provide a bus stop on Circle Avenue for a one year term subject to the terms and conditions of the Lease Agreement.

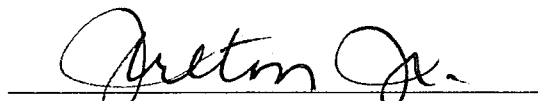
THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 26th day of November, 2012 and is to become effective immediately upon adoption.

ATTEST:

  
\_\_\_\_\_  
Kimberly R. Nichols  
CITY CLERK

  
\_\_\_\_\_  
Terry E. Cohen  
PRESIDENT, City Council

APPROVED by me this 26<sup>th</sup> day of November, 2012.

  
\_\_\_\_\_  
James Henton  
MAYOR, City of Salisbury

## LEASE

THIS AGREEMENT, made this 1<sup>st</sup> day of January, 2013, between the CITY OF SALISBURY, (“Landlord”) and TRI-COUNTY COUNCIL FOR THE LOWER SHORE OF MARYLAND (“Tenant”).

1. Landlord hereby leases to the said Tenant a space for a concrete pad with bench behind the sidewalk running parallel thereto on Circle Avenue, between the corner of Division and Parking Lot #1 entrance as a bus stop. In consideration thereof, the Tenant agrees to pay the Landlord the sum of One Dollar (\$1.00) per year due on the date of execution of this Lease Agreement. The term of this Lease shall be one year.
2. Tenant hereby covenants with the Landlord as follows:
  - A) To clean and maintain the space in a satisfactory condition;
  - B) To remove any debris or litter on an “as needed” basis from the area on which the bench is located, as well as the following areas:
    - a. The sidewalk fronting on Circle Avenue, between the corner with Division and Parking Lot #1 entrance.
  - C) To maintain landscaping along Circle Avenue around the bus stop area;
  - D) To maintain and/or replace, as necessary:
    - a. Permanent trash receptacles
    - b. Identification signage
    - c. Bench
    - d. Concrete Pad
  - E) To keep 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, 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 the public transportation system. Tenant further covenants that it will not at any time assign this agreement, or sublet the property or any portion thereof, without the written consent 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 will be permitted to make will be completed at Tenant's own expense unless otherwise agreed upon by Landlord.

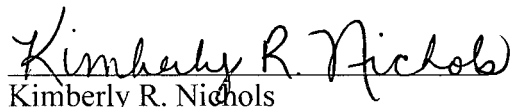
- F) To provide the Landlord a Certificate of Insurance naming the Landlord as an additional insured. Such certificate will evidence that the Tenant has insurance in the following amounts: General Commercial Liability (General Aggregate \$2,000,000; each occurrence \$1,000,000; Fire Damage \$300,000; and Medical Expense \$10,000).
  - G) To permit access to property by authorized Landlord employees.
  - H) To comply with all Landlord ordinances.
  - I) To cooperate fully with routine or emergency activities of Landlord's agencies.
  - J) To ensure that no lewd or indecent actions, conduct, language, pictures or portrayals 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 Landlord and the laws of the State of Maryland. Tenant agrees to abide by and to be bound by the decisions of the Landlord should any questions of propriety arise under this paragraph.
  - K) To have all facades, signs, etc. approved by the Department of Building, Permitting & Inspections.
3. All improvements, as needed, will be at the expense of the Tenant.
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. 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.


5. Indemnification. Tenant shall indemnify and hold Landlord harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitations, attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement, or any Breach, by Tenant or subcontractors or agents or Tenant.
6. Tenant will pay the Landlord for any and all physical loss or damage of the property (including the cost to repair or replace the property) caused by, arising out of, relating to or associated with the use of the property by the Tenant or by Tenant's members, employees, agents, or invitees.
7. IT IS FURTHER AGREED that if the Tenant violates 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 said land associated with this Lease Agreement and to cause the bench to be removed at the sole expense of Tenant or to remain on the property of the Landlord, at the option of the Landlord.

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

ATTEST:

  
\_\_\_\_\_  
Kimberly R. Nichols  
City Clerk

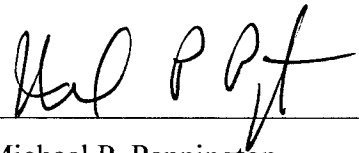
CITY OF SALISBURY

  
\_\_\_\_\_  
James Ireton, Jr.  
Mayor

ATTEST:

Tri-County Council for the Lower  
Shore of Maryland

  
\_\_\_\_\_  
Transit Director

BY  (SEAL)  
\_\_\_\_\_  
Michael P. Pennington  
Executive Director

# Memo

To: John Pick, City Administrator

From: Catrice Parsons, Assistant Director of Internal Services-Procurement

*CP 11/7/12*

Date: November 2, 2012

Re: Lease Agreement with Tri-County Council for a Shore Transit Bus Stop on Circle Avenue

The Procurement Division is seeking to authorize the renewal of a lease agreement between the City of Salisbury and the Tri-County Council for a bus stop adjacent to Lot # 1. This lease would allow the continued use of a grass strip and the sidewalk on Circle Avenue for a one-year period.

Attached is the aforementioned Lease Agreement for the period of January 01, 2013-December 31, 2013.