

**RESOLUTION NO. 2353**

A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING 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 ON CALVERT STREET AS A SHORE TRANSIT BUS STOP.

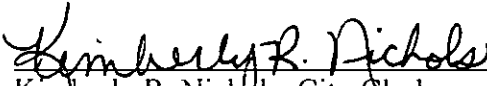
WHEREAS the Tri-County Council for the Lower Shore of Maryland-Shore Transit Division, a regional transit system serving the three Lower-Shore Counties, has been leasing from the City a grass strip on Calvert Street as a bus stop; and

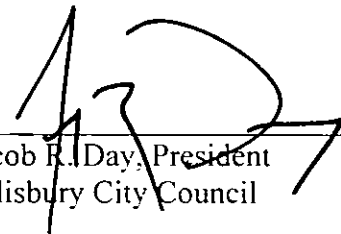
WHEREAS the City finds that it is in the best interest of the City to continue to permit the Shore Transit Division to operate a bus stop at the aforementioned location for the convenience of the public.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland hereby authorizes the Mayor to sign the attached renewal Lease Agreement between the City of Salisbury and the Tri-County Council for the Lower Shore of Maryland to renew a lease that provides a bus stop on Calvert Street 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 9<sup>th</sup> day of December 2013 and is to become effective immediately upon adoption.

ATTEST:

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

  
\_\_\_\_\_  
Jacob R. Day, President  
Salisbury City Council

APPROVED by me this 11<sup>th</sup> day of December, 2013.

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

# Memo

To: Tom Stevenson, Acting City Administrator

From: Jennifer Miller, Assistant Director of Internal Services-Procurement

Date: November 25, 2012

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

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 # 10. This lease would allow the continued use of a grass strip and the sidewalk on Calvert Street for a one-year period.

Attached is the aforementioned Lease Agreement for the period of January 01, 2014-December 31, 2014.

## LEASE

THIS AGREEMENT, made this 1<sup>st</sup> day of January, 2014, 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 the grass strip lying between Calvert Street and the sidewalk running perpendicular thereto from Route 13 to the driveway leading from Calvert Street to Parking Lot #10. 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 Agreement. The purpose of this Lease Agreement is to provide space for one bus stop for the convenience of the customers of Shore Transit. The term of this Lease Agreement will be one year.
2. And the said Tenant hereby covenants with the said Landlord as follows:
  - A) To remove any debris or litter on an as needed basis from the area on which the bus stop is located, as well as the following areas:
    - a. The sidewalk fronting on Calvert Street, from U.S. Route 13 to the driveway leading from Calvert Street to Parking Lot #10.
  - B) To maintain landscaping along Calvert Street;
  - C) To maintain and replace, as necessary:
    - a. Bike rack
    - b. Permanent trash receptacles
    - c. Identification signage
    - d. Patron benches
  - D) 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, 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 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 unless otherwise agreed upon by Landlord.

- E) To provide the City 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).
  - F) To permit access to property by authorized Landlord employees.
  - G) To comply with all Landlord Ordinances.
  - H) To cooperate fully with routine or emergency activities of Landlord agencies.
  - I) 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.
  - J) To have all facades, signs, etc. approved by the Department of Building, Permitting and 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 shall have the right without formal notice to reenter and take possession of said land associated with this Lease Agreement and to cause the shelter to be removed at the sole expense of Tenant or to remain 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

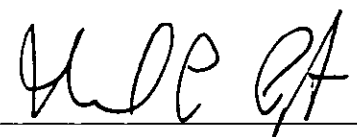
CITY OF SALISBURY

  
James Ireton, Jr.  
Mayor

ATTEST:

  
Transit Director

Tri-County Council for the Lower  
Shore of Maryland

BY  (SEAL)  
Michael P. Pennington  
Executive Director