

RESOLUTION NO. 3064

A RESOLUTION OF THE CITY OF SALISBURY, ACCEPTING A DONATION OF A NEW WALK-IN FREEZER AND PAYMENT FOR A RENTED FREEZER FROM THE SALISBURY ZOO COMMISSION FOR THE SALISBURY ZOOLOGICAL PARK.

WHEREAS, the Council of the City of Salisbury supports the acceptance of donations at the Salisbury Zoo; and

WHEREAS, the Salisbury Zoo Commission, would like to purchase and donate a walk-in freezer and also make payment for the rented freezer for the use and benefit of the Salisbury Zoological Park; and


WHEREAS, the City Council of the City of Salisbury supports the acceptance of donations to be used for storage and distribution of food for the Zoo animals; and

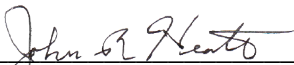
WHEREAS, the walk-in freezer will replace the unrepairable 20-year-old walk-in freezer that is used to hold and keep the food used to sustain the health and wellness of Zoo animals.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury, Maryland does hereby accept the donation of the new walk-in freezer valued at \$22,385.00 and payment for a rented freezer in the amount of \$2,954.00 for a total donation amount of \$25,339.00.

THIS ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury held on this 28<sup>th</sup> day of September, 2020 and is to become effective immediately upon adoption.

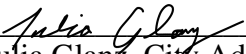
ATTEST:

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

  
\_\_\_\_\_  
John R. Heath  
PRESIDENT, City Council

APPROVED BY ME THIS

30 day of September, 2020.

  
\_\_\_\_\_  
Julia Glanz, City Administrator, for and at the  
direction of Jacob R. Day, MAYOR



## MEMORANDUM

**To:** Julia Glanz  
**From:** Leonora Dillon, Salisbury Zoo  
**Subject:** Donation Acceptation of Walk-In Freezer  
**Date:** September 23, 2020

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Attached please find a Resolution to accept the donation of a walk-in freezer, including the installation costs and the rental costs for a freezer trailer while the new freezer is being installed. These expenses total approximately \$26K. There have been multiple attempts to repair the existing freezer, however, it has reached a point of non-repair. This freezer is critical for maintaining animal welfare because, simply stated, it's not possible to store and maintain the many necessary animal feeds without a reliable, fully functional walk-in freezer.

Unless you have any questions or require additional information, please advance this recommendation to the Council for review and approval.

cc: Andy Kitrow  
Tom Stevenson  
Ben Baker



## THE ELECTRIC MOTOR REPAIR CO.

9100 YELLOW BRICK ROAD, SUITE H • ROSEDALE, MARYLAND 21237-4704 • (410) 467-8080  
E-mail: emr@emrco.com • Website: www.emrco.com

8/11/2020

### Proposal for installation of equipment

**Location for work to be performed:**

Salisbury Zoo  
750 S. Park Dr.  
Salisbury, MD 21804

**Attention:** Ariel Jones (arieljones@salisbury.md)  
(410-548-3188)

**Reference:** American Panel Walk-In Freezer Replacement (S.O. 846253)

**Scope of work:**

We will supply and install the American Panel walk-in freezer at the location listed. We will remove and dispose of the existing walk-in; the new walk-in will be assembled in place. The refrigeration equipment will be mounted, line set and condensate drain installed and connected. The membrane roof will be installed and secured in place. We will connect to the supplied electrical circuits for the equipment and lighting (within 6ft). A startup will be performed and operation will be checked. All work will be completed during regular business hours (7am-4pm) Monday-Friday.

Customer will provide parking and access during the installation period.

**Not in scope:**

Any additional circuits, circuit breakers or safety switches will be by others (if needed).

Permits will be additional costs (if required).

**Cost for the above work: \$22,385.00**

This proposal is good for 90 days from the date prepared. Additional work not outlined in this proposal will be charged on a separate invoice. The above labor and materials are warranted for 90 days from completion. Equipment warranty periods are dictated by the equipment manufacturer.

**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

I hereby agree to the terms and conditions and authorize EMR to perform the listed work.



REMIT TO:  
THERMO KING CHESAPEAKE  
8800 W BUCKEYE RD  
TOLLESON AZ 85353  
602-416-9378

INVOICE NO SIR-529	INVOICE DATE 08-21-2020
PAYMENT TERMS CASH ON DELIVERY	

Thermo King Chesapeake  
36550 Sussex Hwy  
Delmar DE 19940  
(302) 907-0345

CUSTOMER NO BP0003040
CUSTOMER PO 2406

RENTAL INVOICE

INVOICE TO:

SHIP TO:

Salisbury Zoo Commission, INC.  
P.O. Box 2979  
Salisbury, MD 21802

Salisbury Zoological Park  
755 S. Park Dr.  
Salisbury, MD 21804

CONTACT NAME :

RENTAL CONTRACT :RSA000188

SET	UNIT	QTY	PRICE	TOTAL
10	EQ0000711 2007 TLR TRL# : 1071 RENTAL S/N:1K911281X71054993 0 HRS BILLING PERIOD: 2020-07-27 THRU: 2020-08-24	1	150.00	2,700.00
10	PICKDEL PICKUP AND DELIVERY CHARGES TRL# : EQ0000711 S/N: 1K911281X71054993	1	200.00	200.00
10	MISC TOTAL HOURS TRL# : EQ0000711 S/N: 1K911281X71054993			0.00



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PAYMENT TERMS CASH ON DELIVERY	

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REMIT TO:  
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602-415-9378

CUSTOMER NO BP0003040
CUSTOMER PO 2406

RENTAL INVOICE  
REPRINT

SALES TAX DETAILS:

DLW\_TAX -DELAWARE TAX : \$54.00

TOTAL RENTAL	\$2,700.00
MISC CHARGES	\$200.00
RENTAL TAX	\$54.00
TOTAL AMOUNT (USD)	\$2,954.00

CUSTOMER ACCEPTANCE

Terms and Conditions:

Additions to the conditions of LEASE AGREEMENT

1. Lessee agrees to pay rental under terms, shown on the reverse side, including rental tax on all rental services including delivery and pickup.
2. Lessee will pay all costs of recovery of property in event same is not return to Lessor at expiration of lease
3. The transaction herein is a leasing agreement and not a sale. Title to the vehicle shown on the reverse side remains in the Lessor's name.
4. Lessee has Inspected the leased equipment and found same in good condition, except damage is shown on the reverse side, at the time of lease. No warranties, express or implied, has been made by Lessor. Lessee agrees to return leased equipment in a good condition as when same was rented to Lessee.
5. Lessee shall not have right to assign this lease or to the sublet the equipment
6. Lessee agrees to notify Lessor at once of any accidents occurring during the rental which results in damage the lease equipment or injury to anyone or any damage to another's property .It is being understood that lessee will not operate or cause to be operated the leased equipment without express permission to do so from Lessor .
7. Lessee hereby specifically indemnifies Lessor and agrees to hold Lessor harmless, against all the loss and damages Lessor may sustain or suffer because of
  - a. The death or injury or damage the Lessee's Property of any third person as a result of use or condition of said equipment while in the custody, position or control of Lessee.
8. Lessee shall be responsible for any injury or damages to Lessee's property stored in said trailer during the term of this lease.
9. Lessee shall pay all costs and legal fees is to collect any back payment not paid at the termination of lease.