



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

MARCH 2, 2020

COUNCIL CHAMBERS

GOVERNMENT OFFICE BUILDING

- 4:30 p.m. 617 W. Isabella Street property donation – Housing & Community Development Director Everett Howard and Deputy City Administrator Andy Kitzrow
- 4:45 p.m. Amending Chapter 4 of Employee Handbook – Human Resources Director Jeanne Loyd
- 5:00 p.m. Budget amendment for Paleo Water Treatment Plant bathroom remodel – Water Works Director Cori Cameron
- 5:15 p.m. Donation of drinking fountain for Zoo – Field Operations Director Tom Stevenson
- 5:30 p.m. Adjournment

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 3-305(b).*

MEMORANDUM

To: Andy Kitzrow
From: Everett Howard, Director of HCDD
Date: February 14, 2020
Re: 617 W. Isabella St. (Property Donation)

Attached you will find a resolution to accept the donation of 617 W. Isabella St., to the City of Salisbury. This is a vacant lot at the corner Delaware and W. Isabella St which is a part of the block containing the Field Operations Division.

The vacant lot is owned by the family of the late Gertrude Shockley. Mrs. Shockley was the first African American Councilwoman for the City of Salisbury. The family wishes to donate it to the City of Salisbury.

This donation was initiated in 2017 with the title now being cleared thru the City Attorney's Office.

The lot although oddly situated at the intersection, would be an addition to the Field Operations Site. It would also be an ideal spot for a garden, park, or memorial to the late councilwoman.

Unless you have any questions or require additional information please forward this information to the Mayor and city council for consideration.

City of Salisbury



Resolution

WHEREAS, it was with great sorrow that the Mayor and Council of the City of Salisbury learned of the death of former City Councilwoman Gertrude H. Shockley who served on the City Council from January, 1987 when she was appointed to fill a vacancy, through her successful election in May, 1990 until her death on March 24, 1991; and

WHEREAS, Councilwoman Gertrude Shockley was admired not only for her political achievements but for her contributions to community improvement and the welfare of all Salisbury residents; and

WHEREAS, she will be missed by the Mayor and Council and by her constituents for her wisdom, helpfulness and the comfort she was able to give in all her work over the years through her associations with many business, charitable, governmental, educational and civic organizations;


NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Salisbury, Maryland, by this Resolution and public record, recognize the respected place in the history of the Government of the City of Salisbury of Gertrude H. Shockley, the first Black to be elected and the second woman to serve on the City Council.

AND BE IT FURTHER RESOLVED that this Resolution be spread upon the Minutes of the meeting of the City Council held on the 8th day of April, 1991 and a copy be presented to her family as a token of respect and sympathy.

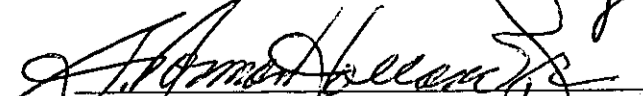
IN WITNESS WHEREOF, we have hereunto set our hands and the Seal of the City this 8th day of April, 1991.




Mayor



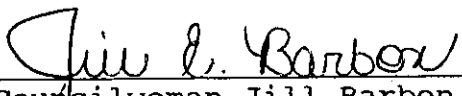
Council President Robin Cockey



Councilman Norman Holland, Jr.



Councilman Donald Davis



Councilwoman Jill Barbon

Search Result for WICOMICO COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
Special Tax Recapture: None		
Account Identifier:		District - 09 Account Number - 056521
Owner Information		
Owner Name:	WILLIAMS ARTIE B	Use: INDUSTRIAL
Mailing Address:	514 MALVERN HILL CIR HAMPTON VA 23663-1927	Principal Residence: NO
		Deed Reference: /01341/ 00229
Location & Structure Information		
Premises Address:	617 W ISABELLA ST SALISBURY 21801-0000	Legal Description: BL-7 L-1 58.5X95.8 617 W ISABELLA ST CITY OF SALIS
Map:	Grid:	Parcel:
0104	0019	1865
Neighborhood:	Subdivision:	Section:
10003.23	0000	
Block:	Lot:	Assessment Year:
7	1	2018
Plat No:	Plat Ref:	
Town: SALISBURY		
Primary Structure Built	Above Grade Living Area	Finished Basement Area
		Property Land Area 4,311 SF
County Use		
Stories	Basement	Type
		Exterior
		Quality
		Full/Half Bath
		Garage
		Last Notice of Major Improvements
Value Information		
	Base Value	Value
		As of
		01/01/2018
Land:	3,400	3,400
Improvements	0	0
Total:	3,400	3,400
Preferential Land:	0	0
		Phase-in Assessments
		As of
		07/01/2019
		As of
		07/01/2020
		3,400
		3,400
Transfer Information		
Seller: SHOCKLEY, GERTRUDE W	Date: 06/09/1993	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /01341/ 00229	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	07/01/2019
County:	000	0.00
State:	000	0.00
Municipal:	000	0.00 0.00
		0.00 0.00
Special Tax Recapture: None		
Homestead Application Information		
Homestead Application Status: No Application		
Homeowners' Tax Credit Application Information		
Homeowners' Tax Credit Application Status: No Application		
	Date:	

1. This screen allows you to search the Real Property database and display property records.
2. Click **here** for a glossary of terms.
3. Deleted accounts can only be selected by Property Account Identifier.
4. The following pages are for information purpose only. The data is not to be used for legal reports or documents. While we have confidence in the accuracy of these records, the Department makes no warranties, expressed or implied, regarding the information.

Levy Period	Customer	Parcel	Year	Cycle	Status	Bill No.	Bill Date
07/01/2019 -06/30/2020	167892	09-056521	2020		NOT PRIN RES	20026635	01/16/2020

WILLIAMS ARTIE B
514 MALVERN HILL CIR
HAMPTON, VA 23663-1927

09-056521

Property Description

BL-7 L-1 58.5X95.8
617 W ISABELLA ST
CITY OF SALIS
NOT A PRINCIPAL RESIDENCE



Charge Description	Assessment	Rate	Amount
STATE REAL ESTATE	3,400	.112000	3.81
COUNTY REAL ESTATE	3,400	.934600	31.78
TOTAL TAX			35.59
INT/PEN TO 01/15/2020			1.06
TOTAL DUE			36.65

Payment Schedule			
If paid in:	Disc/Int	Pent/Fee	Amount Due
JAN	0.90	0.16	36.65
FEB	1.25	0.32	37.16

Tax rate per \$100 of assessed value is \$.9346. The state says .9172 would have yielded last year's revenue. Tax rate is higher than the constant yield by .0174 cents.

**IF NOT PAID BY FEB. 29, 2020, PLEASE CALL
410-548-4840 FOR CURRENT AMOUNT DUE.**

The County is required to advertise the property four times prior to the June Tax Sale. Should the property be advertised, the owner is responsible for the expense. If any questions, please call 410-548-4840.

Wicomico County, MD
Salisbury, MD 21803-4036

Property ID.	FY	Bill No.	Customer No.
09-056521	2020	20026635	167892

Payment Schedule			
If paid in:	Disc/Int	Pent/Fee	Amount Due
JAN	0.90	0.16	36.65
FEB	1.25	0.32	37.16

**Return this portion with
Payment**

**Enclose a self addressed stamped envelope
if a receipt is required.**

Make checks payable and mail to:

Wicomico County
P.O. Box 4036
Salisbury, MD 21803-4036



WILLIAMS ARTIE B
514 MALVERN HILL CIR
HAMPTON, VA 23663-1927

09-056521

Payment Date	Amount

PLEASE DO NOT STAPLE OR FOLD - DO NOT WRITE BELOW LINE

00002082020620026635100000036657

1
2
3 RESOLUTION NO. _____
4

5 A RESOLUTION OF THE CITY OF SALISBURY ACCEPTING THE
6 DONATION OF THE REAL PROPERTY LOCATED AT 617 W. ISABELLA
7 STREET, SALISBURY, MARYLAND 21801, FROM ARTIE B. WILLIAMS.
8

9 WHEREAS, the donor, owner Artie B. Williams, desires to donate the real property
10 located at 617 W. Isabella Street, Salisbury, Maryland 21801, by deed dated June 9, 1993, and
11 recorded in the Wicomico County, Maryland Land Records in Liber 1341, folio 229; and
12

13 WHEREAS, there are outstanding charges due to the City of Salisbury for this property
14 in the amount of \$470.00; and
15

16 WHEREAS, there are real estate taxes owed on this property to Wicomico County for
17 \$36.65; and
18

19 WHEREAS, the City of Salisbury is interested in obtaining foreclosed and/or abandoned
20 properties which create a blighting influence on our neighborhoods, so that said properties may
21 be either rehabilitated for resale, or demolished to make way for new construction; and
22

23 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury,
24 Maryland does hereby accept the donation of the real property located at 617 W. Isabella Street,
25 Salisbury, Maryland 21801 from Artie B. Williams and that the City will pay or waive any
26 outstanding fees and taxes currently due on this property.
27

28 THE ABOVE RESOLUTION was introduced, read and passed at the regular meeting of
29 the Council of the City of Salisbury held on this ____ day of _____, 2020 and is to
30 become effective immediately upon adoption.
31

32 ATTEST:
33
34

35 _____
36 Kimberly R. Nichols
37 CITY CLERK
38

35 _____
36 John R. Heath
37 PRESIDENT, City Council
38

39 APPROVED by me this _____ day of _____, 2020
40
41

41 _____
42 Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

DATE: February 10, 2020

TO: Julia Glanz, City Administrator

FROM: Jeanne Loyd, Director of Human Resources 

SUBJ: Employee Handbook Changes

Please find attached a copy of a Resolution to effect the changes identified in the City Employee Handbook which covers Chapter 4, Employment Benefits.

We have updated our list of benefits to include Paid Parental Leave and House Keys for Employees. Both of which have been in place but needed a short narrative in our Handbook.

We have also removed from section D. the name of the former company, ICMA RC. In addition to that we have removed the amounts of the FSA Medical and Dependent Care plans. This is done merely avoid having to change them as the amounts change.

1 RESOLUTION NO. _____

2 A RESOLUTION OF THE CITY OF SALISBURY TO UPDATE THE
3 EMPLOYEE HANDBOOK BY AMENDING CHAPTER 4.

4
5 WHEREAS, the City of Salisbury has an Employee Handbook; and
6

7 WHEREAS, the Mayor's Office and the Human Resources Department have reviewed
8 the Employee Handbook; and
9

10 WHEREAS, the Mayor's Office and the Human Resources Department recommend
11 updating the Employee Handbook; and
12

13 WHEREAS, the City of Salisbury desires to amend the Employee Handbook in
14 segments; and
15

16 WHEREAS, the City of Salisbury has already amended chapters 1 -3, and will amend the
17 rest of the Employee Handbooks in future resolutions; and
18

19 WHEREAS, the recommended changes have been approved by the Mayor and reviewed
20 by the City Council.
21

22 NOW, THEREFORE, BE IT RESOLVED by the City of Salisbury, Maryland that
23 Chapter 4 of the Employee Handbook is amended as follows:
24

25 **Chapter 4**

26
27 **EMPLOYMENT BENEFITS**

28 0401 About Your Benefits
29

30 The City of Salisbury provides an excellent employment benefit package for regular full-time employees.
31 ~~Briefly, Q~~ualified employees of the City of Salisbury enjoy the following benefits:

- 32 - Health ~~Insurance, incl. Major Medical,~~ Prescription Drugs, Dental and Vision
- 33 **Insurance**
- 34 - State of Maryland Retirement Benefits
- 35 - Deferred Compensation Program
- 36 - Supplemental Insurance, incl. Accident, Cancer, Specified Health, Hospitalization and
- 37 Short Term Disability
- 38 - Flexible Spending Accounts (medical and depend~~ea~~nt care)
- 39 - Credit Union
- 40 - Blood Bank Participation
- 41 - Life Insurance
- 42 - Free Parking
- 43 - Paid Leave

- 44 - Paid Parental Leave
- 45 - College Tuition Reimbursement
- 46 - House Keys for Employees

47 Most of these employee benefit programs are provided through insurance carriers or various State agencies.
48 For each benefit plan there is a formal plan document which describes all the details, qualifications and
49 exclusions applicable to the particular plan. These documents are readily available upon request. **In all**
50 **matters, the provisions of the plan documents supersede any description contained in this Employee**
51 **Handbook** because it is impossible, in the format of this Handbook, to fully describe all provisions of each
52 plan. It is hoped, however, that this Employee Handbook gives you some background sufficient for a
53 general understanding of these valuable benefits. Some of the above-referenced referred benefits may
54 require the Employee to pay part or all of the cost. Employees ~~who~~ that did not elect to participate in certain
55 benefits ~~programs~~ during as new hires or during open enrollment may elect to participate provided they
56 have a qualifying event as defined by the Regulations issued by the Department of Treasury for Section
57 125 Plans (birth or adoption of a child, marriage, divorce, etc.).

58 A. 0402 Health Insurance

59 The City of Salisbury currently provides group health insurance coverage for Regular Full-time
60 City employees. This insurance coverage is purchased through a private health insurance carrier
61 and includes Medical, Dental, Vision, and Prescription Drugs. The details of the plan and coverage
62 are readily available in the Human Resources Department.

63
64 Regular Full-time City employees are eligible to participate in the plan on the first day of the
65 month following the completion of at least 30 days of employment. It is the responsibility of the
66 employee to complete all necessary forms for the enrollment process and to keep all personal
67 information current.

68 A.1. Pre-Tax Deduction

69 As an additional benefit to City employees, the deduction for Health Insurance coverage
70 is paid through the City's flexible benefit plan. The plan allows City employees to pay for
71 coverage ~~with~~ through pre-tax dollars.

72 B.2. Termination Coverage (COBRA Rights)

73 Upon termination of employment, employees may be eligible to continue their insurance
74 coverage under the Federal law known as COBRA (Consolidated Omnibus Budget
75 Reconciliation Act of 1995). Under COBRA, under certain circumstances, an employee and
76 the employee's dependents may continue coverage for a particular period of time until
77 alternative coverage is available. Any terminated employee seeking to continue
78 insurance coverage should immediately contact the Human Resources Department.

79 C.3. Health Insurance upon Retirement

80 1.a. Eligibility

- 81 • i. For employees hired prior to 9/1/2017, to be eligible to participate in
82 the City's health insurance program following retirement, the employee
83 must have worked for the City for a minimum of 10 years.
- 84 • ii. For employees hired on or after 9/1/2017, to be eligible to participate in
85 the City's health insurance program following retirement, the employee
86 must have worked for the City for a minimum of 20 years.
- 87 • iii. For employees retiring through accidental disability after July 1, 2008, no
88 minimum number of years of service is required. The employee's

89 retirement must meet the State Retirement Agency's criteria for
90 accidental disability and the employee must have been awarded accidental
91 disability retirement from the State Retirement Agency to be eligible for
92 the waiver of years of service.

93 2.b. Benefit

94 i. For eligible employees who retire prior to 9/1/17, the City will pay 50% of
95 the retiree's health insurance premium and 50% of the premium
96 attributable to eligible dependents, until the retiree becomes eligible for
97 Medicare coverage.

98 ii. For eligible employees who retire on or after 9/1/17, the City will pay
99 50% of the retiree's health insurance premium and 50% of the premium
100 attributable to eligible dependents, up to the maximum benefit
101 amounts, until the retiree becomes eligible for Medicare coverage.

102 iii. When the retiree becomes eligible for Medicare, any eligible dependents
103 will be converted to policies independent of the Medicare eligible retiree
104 for the duration of the dependent's eligibility.

105 iv. The City will pay the applicable premium attributable to dependent
106 health insurance, provided that the retired employee's dependent was
107 enrolled at the level of dependent coverage requested for at least three
108 years prior to retirement or for the entire time that the dependent was
109 eligible to be enrolled if the dependent was eligible for less than three
110 years. If a retiree has a spouse working for the City and the spouse has
111 maintained health insurance coverage under the City policy (either
112 individually or combined) for at least the three years prior to the retiree's
113 retirement, the retiree may combine policies with the spouse. This
114 combination can occur at the retiree's retirement or at when there is a
115 change in employment status of the spouse (i.e. spouse resigns, spouse
116 goes part-time, etc.). The combined coverage may not be at a higher level
117 than previous separate coverage, nor may it allow for the coverage of
118 additional dependents not covered prior to the time of combination. ~~This~~
119 ~~exception is now being included based on approval of Resolution 1826 on~~
120 ~~September 14, 2009.]~~

121 v. The City will pay 50% of the premiums for Medicare supplemental
122 insurance for all eligible retirees, but only up to the maximum benefit
123 amounts for employees ~~who~~ retiring on or after 9/1/17.

124 vi. The maximum benefit amounts are set in the City's Annual budget
125 or as otherwise updated by subsequent ordinance.

126
127 B_0403 Life Insurance

128
129 The City of Salisbury provides life insurance for all regular full-time employees. Coverage begins on the
130 first day of the first month following completion of at least 30 days of employment. Eligible employees are
131 subject to a death benefit of \$10,000. This benefit will be reduced based on age. The plan also provides for
132 certain payments in the event of dismemberment. It is the employee's responsibility to seek and complete
133 the necessary insurance forms and to keep beneficiary information current. Specific information about the
134 plan can be obtained from the Human Resources Department.

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C.0404 State of Maryland Retirement Plan

All regular full-time and regular part-time City employees must participate in the State of Maryland Retirement System. The plan in which you participate depends upon your job classification. Eligibility and qualification for participation are fully controlled by the Maryland Retirement System documents.

To participate, you must obtain an enrollment form from the Human Resources Department and fully complete the form. It is the employee’s responsibility to assure that the application is properly completed. A full description of the State of Maryland Retirement System programs, including all eligibility and participation requirements, is contained in documents which may be obtained from the Maryland State Retirement Agency or the Human Resources Department.

0405D. Deferred Compensation Program

All regular full-time City employees are eligible to enroll in the ~~ICMA Retirement Corporation~~ Deferred Compensation Plan through payroll deductions. This plan allows participants the opportunity to defer income. Information regarding this plan and the qualifications for participation are available from the Human Resources Department.

0406E. Supplemental Insurance

All regular full-time employees are eligible to enroll in a variety of supplemental insurance policies offered by the City of Salisbury. Accident, Cancer, Specified Health, Hospitalization, Short Term Disability, Dental and Vision Plans are offered. The costs of these plans are completely covered at the expense of the employee.

0407F. Flexible Spending Accounts

All regular full-time City employees are eligible to enroll in Flexible Spending Account Plans. Medical FSA and Dependent Care FSA plans are offered. ~~The Medical FSA is limited to \$2500 tax deferred payroll and the Dependent Care FSA is limited to \$5000 tax deferred each plan year.~~

0408G. Credit Union

All full-time City employees and their immediate families are eligible to join the Maryland State Employees Credit Union. Employees may make loan repayment deductions directly from their payroll checks. For more information, contact the Department of Finance Payroll Section.

0410H. Parking

The City of Salisbury provides free parking in assigned lots for full-time employees during duty hours. Employees are expected to park in the appropriate lots. Please be mindful not to damage the vehicles of coworkers. City employees are not permitted to use, and are subject to disciplinary measures for use of, the metered spaces in Lot No. 9 for their personal vehicles during working hours. This lot is intended for citizens doing business with government offices.

I. Paid Parental Leave

To : Andy Kitzrow, Deputy City Administrator
From: Cori Cameron, Director of Water Works
Date: February 25, 2020
Re: Paleo Water Treatment Plant Bathroom Remodel

The new Paleo bathroom shower will not fit thru the exterior doors of the building. The door needs to be removed, block work to be done and replaced with an ADA compliant door with a wider frame. The attached budget amendment is to remove the current door and block work and replace with a larger door and hardware. This change will allow for the shower in the scope of work to fit thru the door as well as the new bathroom will be handicap accessible. In addition upgrades are being made to the original plans by using a moisture resistant abuse board, additional cost to utilize 18 gauge CSJ studs 16" on center and cover with 5/8" plywood on top so the maintenance man, can get up to the pipes and electric in ceiling and eliminate the shelving on the plans to allow access to the corner area and the roof drains.

The original CIP budget amount for this project was \$51,000. An additional \$9872 is needed to complete this project. Funds are available in the Water and Sewer Capital Project Fund 97030-49000-50040, in the amount of \$9872, to transfer to this Paleo Bathroom remodel Project.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY'S CAPITAL PROJECT FUND BUDGET FUND TO PROVIDE ADDITIONAL FUNDING FOR A BATHROOM ADDITION PROJECT.

WHEREAS, Ordinance No. 2539 FY20 Budget authorized the transfer of \$51,000 from the General Fund as PayGO to the General Capital Project Fund in order provides funds for a Bathroom Addition Project at the Paleo Water Treatment Plant; and

WHEREAS, The Water Works Department has estimated an additional \$9,872 is needed to complete the project; and

WHEREAS, The Finance Department has determined the \$9,872 is available in unallocated interest earned on funds in the same pool of capital projects.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND THAT THE City's Capital Projects Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Decrease	Revenue	None (unallocated)	Interest	97030-456110-49000	9,872
Increase	Revenue	Bathroom Addition	Interest	97030-456110-50040	9,872
Increase	Expense	Bathroom Addition	Construction	97030-513026-50040	9,872

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this ____ day of _____ 2020 and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ____ day of _____, 2020.

ATTEST:

Kimberly R. Nichols, City Clerk

Jack Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2020.

Jacob Day, Mayor



City of Salisbury

Contract No. ITB 20-113
Paleo Water Treatment Plant Bathroom Remodel

Acct No. 97030-513026-50040

STANDARD FORM OF AGREEMENT

THIS AGREEMENT, made as of the 13th day of December in the year of Two-Thousand and Nineteen by and between the City of Salisbury, party of the first part, herein after called the City, and Evans Builders, Inc., 706 Naylor Mill Road, Salisbury, MD 21801, party of the second part, hereinafter called the Vendor.

The City and the Vendor agree as set forth below:

ARTICLE - 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, The Conditions of the Contract (General, Supplementary and other Conditions), Instructions to Bidders, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 9.

ARTICLE - 2 WORK

The Vendor will perform all the Work required by the Contract Documents for:

CONTRACT NO. ITB 20-113
PALEO WATER TREATMENT PLANT BATHROOM REMODEL

ARTICLE – 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract will be commenced within fifteen (15) days from the Notice-to-Proceed and, subject to authorized adjustments, Substantial Completion will be achieved not later than 90 calendar days.

ARTICLE – 4
CONTRACT SUM

The City will pay the Contract in current funds for the providing of the services, as provided in the Contract Documents, the Contract Sum of **Fifty Six Thousand, Six Hundred Seventy Two Dollars**.

The Contract Sum is determined as follows:

ITEM		QTY	UM	Price	Extended
101.	Paleo Water Treatment Plant Bathroom Remodel.	1	L.S.	\$ 49,772.00	\$ 49,772.00
201.	Additional costs to utilize 18ga CSJ for walls of the bathroom.	1	L.S.	\$ 1,750.00	\$ 1,750.00
202.	Additional costs to utilize moisture resistant abuse board in lieu of standard abuse board.	1	L.S.	\$ 1,200.00	\$ 1,200.00
203.	Additional cost to utilize 18ga CSJ studs 16" on center and cover with 5/8" plywood as specified.	1	L.S.	\$ 2,500.00	\$ 2,500.00
204.	Eliminate shelving on plan sheet A1 G9 for accessing the corner behind the bathroom.	1	L.S.	\$ 1,450.00	\$ 1,450.00
				Total	\$ 56,672.00

ARTICLE – 5
PROGRESS PAYMENTS

Based upon the Vendor's work completed, the City will make payments to the Vendor. Payment will be paid by the City of Salisbury within a specified time, generally within a thirty (30) day period after receipt of invoice and acceptance of work.

ARTICLE - 6
FINAL PAYMENT

Final Payment will be paid by the City of Salisbury within a specified time, generally within a thirty (30) day period after receipt of final invoice and acceptance of work.

ARTICLE - 7
SUSPENSION OR TERMINATION OF CONTRACT FOR CONVENIENCE

A. The City will have the right, at any time by written notice, for its convenience, to suspend for such time as may be determined by the City to be necessary or desirable up to ninety (90) days, unless a longer term is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the work without invalidating the provisions of this contract.

B. The City will have the right, at any time by written notice, for its convenience, to terminate the work in whole or in part.

C. Any notice issued pursuant to Sections A and B above will state the extent and effective date of such termination. Upon the effective date of such notice, except as otherwise directed, the Vendor will stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the work not terminated.

D. The Vendor, within thirty (30) days of the notice of termination, will submit a final invoice reflecting the services actually furnished pursuant to this Agreement to the satisfaction of the City and for which no previous invoice was submitted to the City.

E. In the event of a termination, pursuant to Section B above, the City will pay the Vendor's expenses verified by final invoice as set forth in Section D for the following:

(1) Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

(2) Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead.

F. The Vendor will not be paid on account of loss of anticipated profits or revenues or for work not completed prior to the date of termination of the Contract.

ARTICLE – 8
CONTRACT CHANGES

NO CLAIMS may be made by anyone that the scope of the project or that the Vendor's services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved **WRITTEN AMENDMENT** (Change Order) to the Contract signed by the Director of Procurement (and the City Council, if required), prior to extra work being initiated. Extra work performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor, and payment will not be made by the City of Salisbury (Owner).

NO ORAL conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any City of Salisbury employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Director of Procurement (with City Council approval, if required) will be honored or valid.

If any change ordered in the work results in a reduction in the work, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

No inspection, or any failure to inspect, at any time or place, will relieve the Vendor from his obligation to perform all the work strictly in accordance with the requirements of the specifications. The City's Project Representatives (construction inspectors) are NOT authorized to revoke, alter, enlarge, relax, or release any requirement of the specifications, nor to approve or accept any portion of work, nor to issue instruction contrary to the drawings and specifications.

ARTICLE - 9
CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire Agreement between The City and the Vendor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement are enumerated as follows:

ADVERTISEMENT

ITB 20-113 PALEO WATER TREATMENT PLANT BATHROOM REMODEL SOLICITATION DOCUMENT

ADDENDUM 1

ADDENDUM 2

ADDENDUM 3

REVISED FORM OF PROPOSAL- ITB 20-113

STANDARD FORM OF AGREEMENT

CONTRACT ITB 20-113

This agreement entered into as of the day and year first written above.

(FIRM TO SIGN BELOW)

Evans Builders Inc
Name of Firm

BY: [Signature]
(Authorized Official) Date 12/16/19

Joshua Matthews Estimator
Printed Name and Title

ATTEST
[Signature]
(Witness) Date 12/16/19

(CORPORATE SEAL)

THE CITY OF SALISBURY

CERTIFIED: Unobligated Appropriation Balance is sufficient to cover cost.

[Signature]
Keith Cordrey
Director of Finance Date 12/20/19

APPROVED FOR EXECUTION:

[Signature]
Cori Cameron
Director of Water Works Date 12-20-19

[Signature]
Jennifer Miller
Director of Procurement Date 12/23/19

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY’S CAPITAL PROJECT FUND BUDGET FUND TO PROVIDE ADDITIONAL FUNDING FOR A BATHROOM ADDITION PROJECT.

WHEREAS, Ordinance No. 2539 FY20 Budget authorized the transfer of \$51,000 from the General Fund as PayGO to the General Capital Project Fund to provide funds for a Bathroom Addition Project at the Paleo Water Treatment Plant; and

WHEREAS, the Water Works Department has estimated that an additional \$9,872 is needed to complete the project; and

WHEREAS, the Finance Department has determined that \$9,872 is available in unallocated interest earned on funds in the same pool of capital projects; and

WHEREAS, appropriations necessary for the additional funds for the bathroom project must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND THAT THE City’s Capital Projects Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Decrease	Revenue	None (unallocated)	Interest	97030-456110-49000	9,872
Increase	Revenue	Bathroom Addition	Interest	97030-456110-50040	9,872
Increase	Expense	Bathroom Addition	Construction	97030-513026-50040	9,872

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this ____ day of _____ 2020 and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ____ day of _____, 2020.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2020.

Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Tom Stevenson, Director of Field Operations
Date: February 25, 2020
Re: Zoo Donation – New Drinking Fountain Donation

The Salisbury Zoo Commission received a donation from the Estate of Miss Kathy Yowell designated to support the purchase and installation of a Halsey Taylor Outdoor Hydroboost Bottle Filling Station with Side Drinking Fountain. This drinking fountain has been ordered and will replace the old one near the Zoo's Gift Shop. The Salisbury Zoo Commission would like to donate this drinking fountain to the City of Salisbury.

Attached is a Resolution for consideration to accept the drinking fountain donation from the Salisbury Zoo Commission at a value of \$5,536.00.

Unless you or the Mayor have further questions, please forward a copy of this memo with the Resolution to the City Council.

1 RESOLUTION NO.

2
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING A
4 DONATION OF A HALSEY TAYLOR OUTDOOR HYDROBOOST BOTTLE FILLING
5 STATION WITH SIDE DRINKING FOUNTAIN FROM THE SALISBURY ZOO
6 COMMISSION FOR THE SALISBURY ZOOLOGICAL PARK.
7

8 WHEREAS, the Council of the City of Salisbury supports the acceptance of donations at
9 the Salisbury Zoo; and
10

11 WHEREAS, the Salisbury Zoo Commission would like to donate to the City a new
12 Halsey Taylor Outdoor Bottle Filling Station with side drinking fountain; and
13

14 WHEREAS, the fountain is freeze resistant, non-refrigerated, encourages recycling and is
15 ADA compliant, thus making it the most desirable option; and
16

17 WHEREAS, this drinking fountain will be used to replace the old one near the Zoo’s Gift
18 Shop; and
19

20 WHEREAS, the Salisbury Zoo Commission received a financial donation the Estate of
21 Miss Kathy Yowell to fund the purchase and placement of the drinking fountain; and
22

23 WHEREAS, the drinking fountain has been ordered by the Zoo Commission and once
24 received will be installed at the Salisbury Zoo.
25

26 NOW, THEREFORE BE IT RESOLVED that the Council of the City of Salisbury,
27 Maryland does hereby accept the donation of the drinking fountain valued at \$5,536.00.
28

29 THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the
30 City of Salisbury, Maryland held on this _____ day of _____, 2020 and is to become
31 effective immediately upon adoption.
32

33 ATTEST:
34
35

36 _____
37 Kimberly R. Nichols
38 CITY CLERK
39

John R. Heath
PRESIDENT, City Council

40
41 APPROVED by me this _____ day of _____, 2020
42
43

44 _____
45 Jacob R. Day
46 MAYOR, City of Salisbury