



**SALISBURY CITY COUNCIL  
WORK SESSION AGENDA**

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**JANUARY 14, 2019  
COUNCIL CHAMBERS  
GOVERNMENT OFFICE BUILDING**

Approximately 7:30 p.m. (upon Council Meeting adjournment) Resolution accepting ice skating rink, supplies and funds from Pohanka of Salisbury, Inc. – City Administrator Julia Glanz

Council Discussion

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).*

*Posted 1/11/19*



**To:** City Council  
**From:** Julia Glanz, City Administrator JG  
**Subject:** Pohanka Riverwalk Amphitheater  
**Date:** January 9, 2019

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Pohanka Automotive Group of Salisbury has generously offered to make a sizable donation in total of \$100,000 for the naming rights of the Riverwalk Amphitheater. Part of their contribution was in the form of an ice rink, and related equipment, valued at \$26,000. The remainder of their donation will be paid over three years, 2019-2021, directly to the City. Attached you will find an MOU outlining the agreement and a resolution to accept the ice rink, related equipment, and the remainder of the donation.

Pohanka has been a constant community partner to nearly 1,000 different organizations throughout the community through their "Pays It Forward" program. We appreciate their kind donation and look forward to partnering with them in the future.

Should you have questions, please do not hesitate to contact me.



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**SECTION 4. GOVERNING LAW AND VENUE.**

It is understood that this Agreement shall be governed by and construed under and in accordance with the laws of the State of Maryland. Venue for any actions arising under this Agreement shall be in Wicomico County.

**SECTION 5. SEVERABILITY.**

Any provision of the Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.

**SECTION 6. TERMINATION.**

This Agreement may be terminated upon thirty (30) days written notice provided to the other party.

**SECTION 7. NON-APPROPRIATION.**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year, the City will immediately notify Pohanka of such occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the City.

**THIS AGREEMENT** is hereby executed by the duly authorized representatives of the parties as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Pohanka of Salisbury, Inc.  
By \_\_\_\_\_  
(Printed) \_\_\_\_\_  
(Title) \_\_\_\_\_

City of Salisbury  
By \_\_\_\_\_  
(Printed) \_\_\_\_\_  
(Title) \_\_\_\_\_

1 RESOLUTION NO. \_\_\_\_\_

2  
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING AN ICE  
4 SKATING RINK AND ASSOCIATED SUPPLIES, AS WELL AS A MONETARY  
5 DONATION, IN EXCHANGE FOR NAMING RIGHTS TO THE RIVERWALK  
6 AMPHITHEATER AND ICE SKATING RINK FROM POHANKA OF SALISBURY.  
7

8 WHEREAS, the Council of the City of Salisbury is interested in supporting the  
9 acceptance of a donation from a local business Pohanka of Salisbury, Inc. for the operation  
10 of a seasonal ice skating rink and supplies associated with the rink; and  
11

12 WHEREAS, Pohanka of Salisbury, Inc. desires to donate supplies and funding to  
13 the City, totaling \$100,000.00, in exchange for having its business name affiliated with the  
14 City of Salisbury Riverwalk Amphitheater and seasonal ice skating rink; and  
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16 WHEREAS, terms and conditions of the donation are contained in a Memorandum  
17 of Understanding (MOU), which the Mayor is authorized to sign with Pohanka of  
18 Salisbury, Inc.  
19

20 NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury,  
21 Maryland does hereby accept the donation of the ice skating rink, associated supplies, and  
22 the monetary amount listed in the attached MOU in exchange for Pohanka of Salisbury, Inc.  
23 being named as the sponsor of the Amphitheater and skating rink during the donation  
24 period and hereby authorizes the Mayor to sign the attached MOU.  
25

26 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
27 Council of the City of Salisbury, Maryland held on \_\_\_\_\_, 2019 and is effective  
28 immediately upon adoption.  
29

30 ATTEST:  
31  
32

33 \_\_\_\_\_  
34 Kimberly R. Nichols  
35 CITY CLERK

\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

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37  
38 APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
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40

41 \_\_\_\_\_  
42 Jacob R. Day  
MAYOR, City of Salisbury