

RESOLUTION NO. 2906

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

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

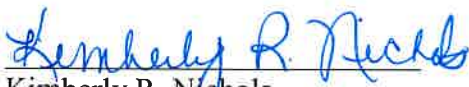
WHEREAS, Pohanka of Salisbury, Inc. desires to donate supplies and funding to the City, totaling \$100,000.00, in exchange for having its business name affiliated with the City of Salisbury Riverwalk Amphitheater and seasonal ice skating rink; and

WHEREAS, terms and conditions of the donation are contained in a Memorandum of Understanding (MOU), which the Mayor is authorized to sign with Pohanka of Salisbury, Inc.


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

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

ATTEST:

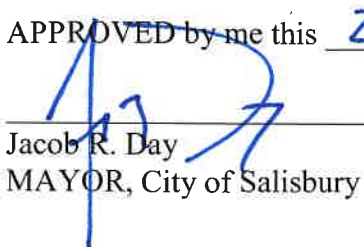


Kimberly R. Nichols
CITY CLERK



John R. Heath
PRESIDENT, City Council

APPROVED by me this 29th day of January, 2019



Jacob R. Day
MAYOR, City of Salisbury



MEMORANDUM

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

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.

**MEMORANDUM OF UNDERSTANDING BETWEEN
POHANKA OF SALISBURY, INC. AND
THE CITY OF SALISBURY**

This Agreement is made by and between Pohanka of Salisbury, Inc. (“Pohanka”), a Maryland corporation and the City of Salisbury (“City”) a municipal corporation incorporated under the laws of the State of Maryland.

WHEREAS, Pohanka has offered to fund the provision of an ice skating rink and associated supplies; and

WHEREAS, Pohanka desires to have its name associated with the Riverwalk Amphitheater and ice skating park in exchange for its four year funding commitment of the ice skating venue; and

WHEREAS, the City by accepting the donation from Pohanka will be able to guarantee for the public, access and availability to ice skating in the City during the holiday season.

THEREFORE, based on the foregoing, the parties enter into the following Agreement.

SECTION 1. POHANKA REPRESENTATIONS.

Pohanka represents, acknowledges, and agrees that it purchased an ice skating rink and associated supplies in 2018 for \$26,000.00 to be used by the City. Pohanka further represents, acknowledges, and agrees that it will pay an additional \$74,000.00 to the City over three years (2019-2021). The City will maintain the ice rink during its useful life.

SECTION 2. CITY REPRESENTATIONS.

The City represents, acknowledges, and agrees that in exchange for Pohanka’s multi-year financial donation, the City will name the Riverwalk Amphitheater the Pohanka Riverwalk Amphitheater. Pohanka may continue to utilize its name at the Amphitheater and the skating rink as its sponsor so long as the amphitheater and skating rink remain economically viable, in existence, and in the current location. The City shall review and approve the utilized names and signs before any signs are erected in connection with the Amphitheater and skating rink. This sponsorship does not include the National Folk Festival naming rights of the stage that is located at the Amphitheater.

SECTION 3. ENTIRE AGREEMENT.

This Agreement represents the parties’ entire agreement with respect to the matters specified herein.

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 26th day of March 2019.

Pohanka of Salisbury Inc.

By _____

(Printed) Sandra S. Ajello

(Title) V.P.

City of Salisbury

By _____

(Printed) Jacob R Day

(Title) Mayor

Spring 2019

| | Monday | Tuesday | Wednesday | Thursday | Friday | Check- In |
|--------------------------|----------------|----------------|------------------|-----------------|----------------|------------------|
| Shannon Smith | | | 8:30a - 11:30a | | 8:30a - 4:30p* | Wed 9:30am |
| Will Fried | 8:30a - 12:30p | | 9:30a - 12:30p | | 9:30a - 12:30p | Wed 9:30am |
| Stephen Adebessin | | | 11:30a - 4:30p | | 11:30a - 4:30p | Wed 1:30pm |
| Stuart Cortinas | 8:30a - 4:30p* | | 1:30p - 4:30p | | | Wed 1:30pm |
| Ryan Heidenreich | | 8:00 - 5:00p* | | | | |

**Includes Hour lunch break*