

Date December 20, 2010

APPROVING AMENDMENT TO DONATION AGREEMENT WITH THE BRIGHT
FOUNDATION FOR GRANDVIEW GOLF COURSE AND RENAMING THE GOLF
COURSE AS BRIGHT GRANDVIEW GOLF COURSE

WHEREAS, on April 24, 2006, by Roll Call Number 06-855 the Des Moines City Council approved the conceptual master plan for Grandview Golf Course; and

WHEREAS, on May 8, 2006, by Roll Call No. 06-941, the City Council approved a Donation Agreement for the Grandview Golf Course Clubhouse in the amount of \$750,000.00 over five years from The Bright Foundation, Lois Bright, President, for use for design and construction of the Grandview Golf Course clubhouse; and

WHEREAS, preliminary cost estimates for the clubhouse indicate a shortage in the budget for the clubhouse project; and

WHEREAS, The Bright Foundation has generously offered to increase the amount of their donation to \$950,000; and

WHEREAS, City staff has negotiated an Amendment to Donation Agreement between the City of Des Moines and The Bright Foundation, which is on file in the City Clerk's office, which provides that payments will be made on an annual basis beginning upon commencement of construction of the clubhouse in 2011, with a final payment in on or before June 15, 2015; and

WHEREAS, the Donation Agreement also provides that upon commencement of the clubhouse project, the Grandview Golf Course will be renamed the Bright Grandview Golf Course; and

WHEREAS, it is in the best interests of the City to approve this Amendment to Donation Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that the above described Amendment to Donation Agreement for the Grandview Golf Course Clubhouse, a copy of which is on file in the City Clerk's Office, is hereby approved and the Mayor is authorized and directed to sign such Amendment on behalf of the City and the City Clerk is authorized to attest to his signature.

★ Roll Call Number

Agenda Item Number

29

December 20, 2010

Date

BE IT FURTHER RESOLVED that the Grandview Golf Course will be renamed Bright Grandview Golf Course upon commencement of the clubhouse project pursuant to the Amendment.

(Council Communication No. 10-754)

Moved by _____ to adopt.

APPROVED AS TO FORM:

Ann DiDonato
Ann DiDonato
Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
GRIESS				
HENSLEY				
MAHAFFEY				
MEYER				
MOORE				
TOTAL				
MOTION CARRIED	APPROVED			

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Mayor

City Clerk

Date _____

Agenda Item 29

Roll Call # _____

**AMENDMENT TO
City of Des Moines
Parks and Recreation Department
Donation Agreement
For Grandview Municipal Golf Course Clubhouse**

This AMENDMENT, made and entered in to this ____ day of December, 2010, by and between the City of Des Moines (hereinafter referred to as "City and The Bright Foundation ("Donor") to that Donation Agreement entered into on May 8, 2006, by and between the City of Des Moines ("the Donor Agreement").

WHEREAS, on May 8, 2006, by Roll Call Number 06-941, the Des Moines City Council approved the Donor Agreement accepting a charitable donation in the amount of \$750,000 payable over five years from the Bright Foundation to support the City's Grandview Municipal Golf Course clubhouse reconstruction project; and

WHEREAS, Donor desires to make an additional charitable donation of \$200,000 towards such project and

WHEREAS, Donor has made a payment of \$75,000 to the City for such project and desires to pay the balance of such charitable donation on or before June 15, 2015; and

WHEREAS, Donor and City desire that the Grandview Municipal Golf Course be designated on signage, website, scorecards, and other marketing materials as the "Bright Grandview Golf Course".

NOW THEREFORE, for and in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

1. "750,000" in Donor's Obligations and Rights, Section I of the Donor Agreement shall be changed to "950,000" and the last two sentences shall be deleted and replaced with the following:

The City acknowledges payment of \$75,000 from Donor. The remaining charitable donation amount of \$875,000 shall be made by Donor to the City in five payments of \$175,000 upon the occurrence of each of the following:

- 1) \$175,000 payable to the City upon the later of: June 15, 2011 or upon commencement of construction of the clubhouse-- first day of grading (estimated to be Spring 2011).
- 2) \$175,000 payable to the City upon the later of: June 15, 2012 or upon substantial completion of construction of the clubhouse -- when clubhouse is open to the public for use, prior to grand opening (estimated to be Winter 2011 or early Spring 2012)
- 3) \$175,000 payable to the City on or before June 15, 2013
- 4) \$175,000 payable to the City on or before June 15, 2014
- 5) \$175,000 payable to the City on or before June 15, 2015.

The Donor acknowledges that the schematic design of the clubhouse as shown in Exhibit B is approved by Donor. The City agrees to reimburse the Donor for all funds received by the City from Donor in the event that the clubhouse project is not completed in material compliance with the schematic plan.

2. The following section shall be added to the Donor Agreement:

Upon the commencement of the Grandview Golf Course clubhouse project, the Golf Course shall be designated the "Bright Grandview Golf Course" until the termination date of this Donor Agreement. The attached Exhibit A sign to be placed in the vicinity of the entrance to the clubhouse drive is acceptable to the Donor. A plaque will be prominently located in the interior of the clubhouse near the main entry way acknowledging the contribution of the Bright Foundation to the clubhouse project. Such plaque location and wording must receive the approval of the Donor and the City Park and Recreation Department Director prior to installation. The Donor shall have the right to withdraw the use of the Bright name at any time in its sole discretion.

The City shall have the right to designate the placement, size and shape of the signage designating the Golf Course as "Bright Grandview Golf Course."

3. The Term and Termination section of the Donor Agreement shall be amended by changing the termination date to March 15, 2035 unless the Donor fails to perform hereunder in which case the City may notify Donor of such failure and terminate this Agreement if not corrected within 30 days of such notice.
4. Except as modified above, all other terms of the Donor Agreement shall remain in effect.

In Witness Whereof, the parties hereto have caused this AMENDMENT to be executed.

CITY OF DES MOINES

T. M. Franklin Cownie

THE BRIGHT FOUNDATION

Lois Bright
Lois Bright, President

APPROVED AS TO FORM:

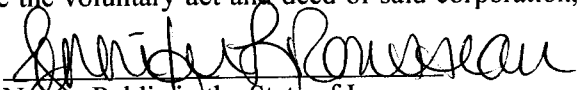
Ahn DiDonato
Ahn DiDonato, Assistant City Attorney

ATTEST:

Diane Rauh, City Clerk

State of Iowa)
) ss:
County of Polk)

On this 9th day of December, 2010, before me, a notary public, personally appeared LOIS BRIGHT, to me personally known, who being by me duly sworn did say that she is the President of THE BRIGHT FOUNDATION, an Iowa corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and she acknowledged the execution of the said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.



Notary Public in the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF POLK)

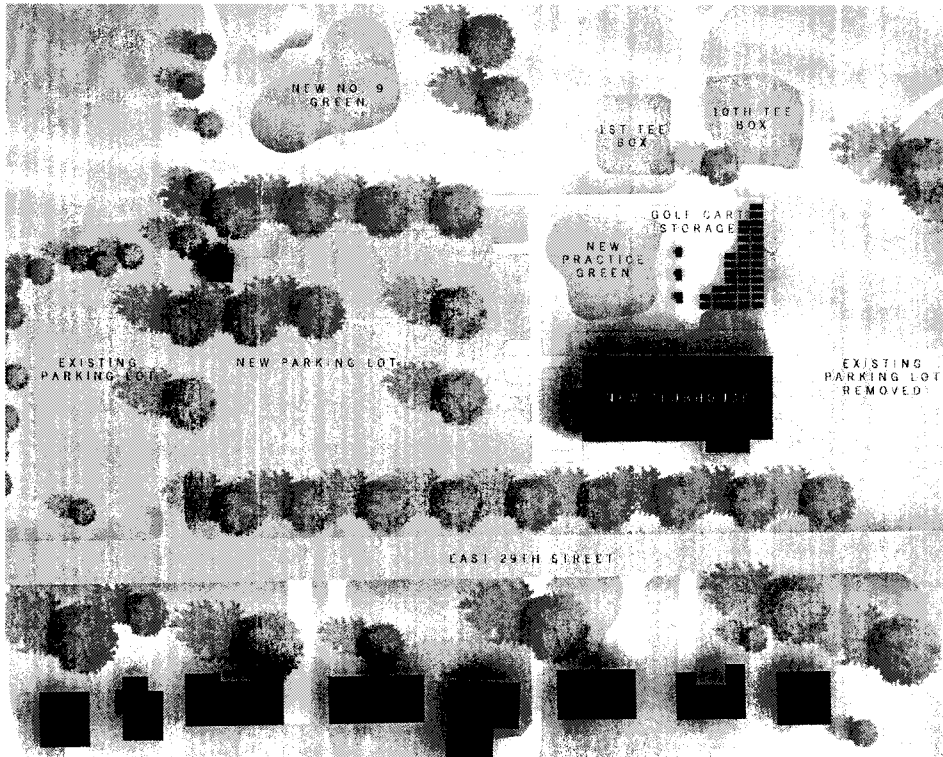
On this ____ day of _____, 2010, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared T. M. FRANKLIN COWNIE and DIANE RAUH, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Des Moines, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of City of Des Moines, Iowa, by authority of its City Council, as contained in the Resolution adopted by City Council under Roll Call No. 10-_____ of City Council on the ____ day of _____, 2010, and that T. M. FRANKLIN COWNIE and DIANE RAUH acknowledged the execution of the instrument to be the voluntary act and deed of City of Des Moines, Iowa, by it and by them voluntarily executed.

Notary Public in the State of Iowa

EXHIBIT A

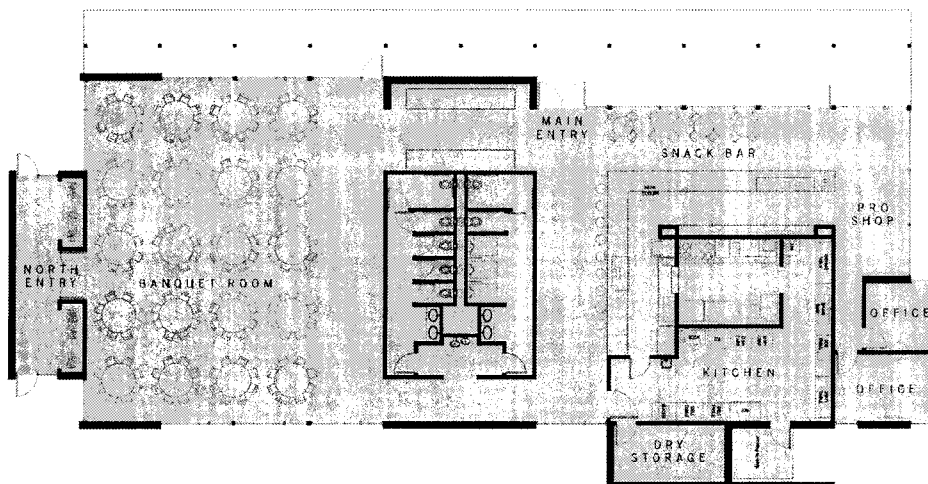


Exhibit 'B'



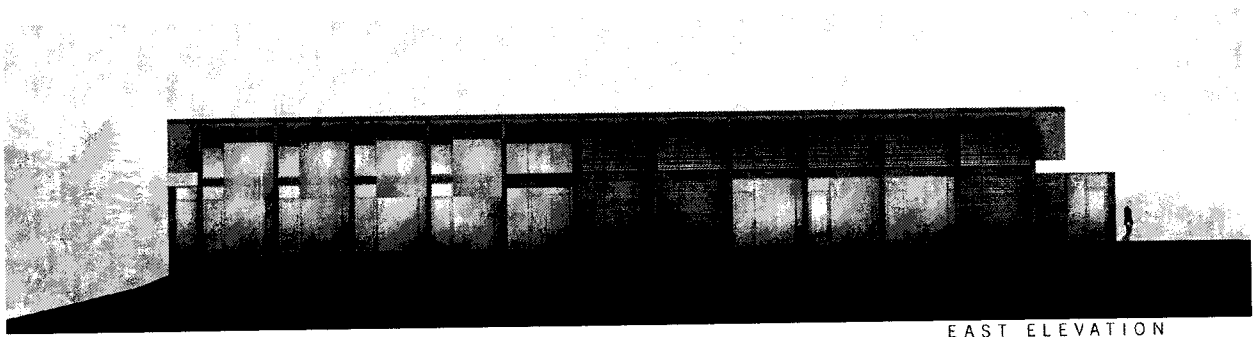
SITE PLAN
OPTION A

OPN
ARCHITECTS



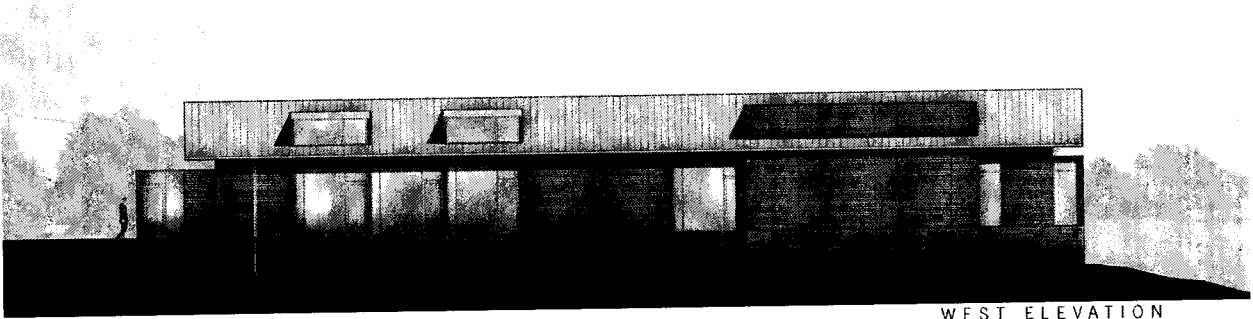
FLOOR PLAN

OPN
ARCHITECTS



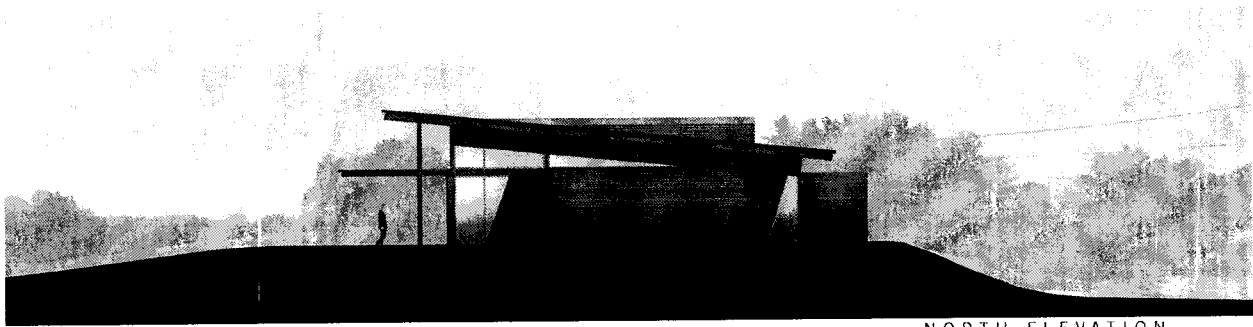
EAST ELEVATION

OPN
ARCHITECTS

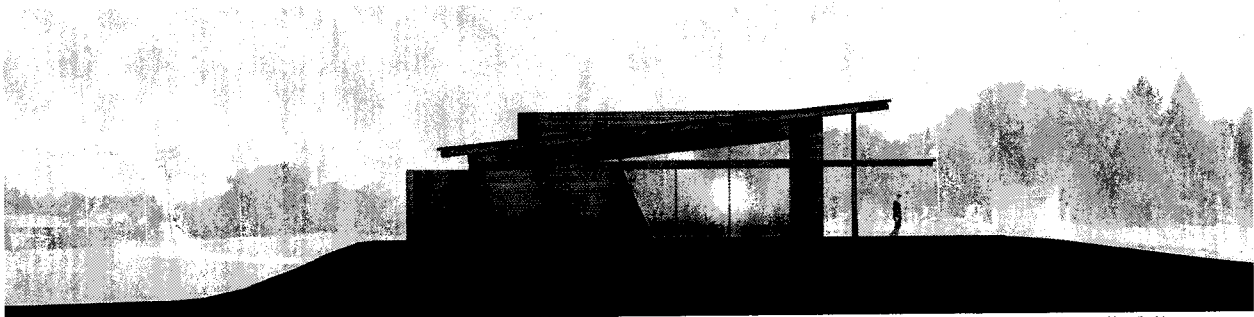


WEST ELEVATION

OPN
ARCHITECTS



NORTH ELEVATION



SOUTH ELEVATION

