CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Agreement - Prairie Meadows Legacy Grant **DATE:** 8/5/2019

FINANCIAL IMPACT: RecPlex grant funding, (revenue) of $600,000 for capital expenditures

BACKGROUND: Prairie Meadows has awarded the City of West Des Moines a Legacy Grant in the amount of $600,000 to go toward construction of the MidAmerican Energy RecPlex. The contribution will specifically support the construction of the main turf field and will allow Prairie Meadows to have naming rights on the field for 20 years. Prairie Meadows will process the payment once the approval of the West Des Moines City Council is received and signed by Mayor Gaer.

OUTSTANDING ISSUES (if any):

RECOMMENDATION: Approval of Grant Award from Prairie Meadows Foundation.

Lead Staff Member: Tom Hadden, City Manager

STAFF REVIEWS

Department Director	Tom Hadden, City Manager
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

Prairie Meadows Legacy Grant Agreement

City of West Des Moines

As a condition of the $600,000 Prairie Meadows Legacy Grant to the City of West Des Moines, for the MidAmerican Energy RecPlex, the undersigned agrees:

1) To use the Legacy Grant only for the above-stated project. Any modification of the project, as presented in the Legacy Grant application, must be submitted in writing to Prairie Meadows for approval.

2) That not a single portion of the Legacy Grant be used for personnel compensation or bonuses to any employee of the recipient organization or the governing organization. Funds also may not be used to pay for campaign consultants, grant writers or other expenses outside of the actual project.

3) To submit a final report on the accomplishments of the above-stated project. Prairie Meadows will provide the report and indicate the date on which it is to be completed. The report must include a detailed project status, complete statement of how the Legacy Grant was utilized, listing of funds secured, and project budget to date, as well as other information about the project.

4) The recipient organization acknowledges and accepts that they may not ask Prairie Meadows for any more funding for the above-stated project and that the recipient organization is not eligible to seek a Prairie Meadows Legacy Grant, for a different project, for four years following the last Legacy payment received.

5) To provide and protrude a mutually beneficial and respectable relationship with Prairie Meadows. This includes communications with the recipient's board of directors, staff and volunteers, project partners, the media and general public.

6) That the total amount of the Legacy Grant or any payment thereof may be discontinued, modified or withheld at any time when, in the judgment of Prairie Meadows, such action is necessary to comply with the requirements of the law.

7) Not to amend its Articles of Incorporation or do anything that is inconsistent with the charitable purposes contained in the Articles of Incorporation.

8) To give Prairie Meadows written notice if there is a change in the organization's status as a tax-exempt entity as recognized by the determination letter from the Internal Revenue Service.

9) To permit Prairie Meadows, at its request, to have complete access to the grantee's files and records for the purpose of making such financial audits, verifications and investigations it deems necessary concerning the grant.

10) That Prairie Meadows will receive recognition for the Legacy Grant at a minimum as follows:

- Listing in Annual Report
- Campaign Documentation
- Donor Listing for above-stated project
- Press Release issued by recipient organization announcing the donation
- Naming:_____

11) That the Prairie Meadows Community Relations Department and the recipient organization both agree upon the naming opportunity as listed above. The naming will remain intact for the duration of the facility and no other financial donation is needed to keep the above naming in place outside of the Legacy Grant.

12) That the Prairie Meadows Community Relations Department and the recipient organization both agree to the above-listed items and will work together to carry out all details of the above through a working relationship.

City of West Des Moines	***Prairie Meadows***
_____	Julie Stewart
(Signature)	(Signature)
_____	Julie Stewart
(Print Name)	(Print Name)
_____	7-31-19
(Date)	(Date)