



REQUEST FOR COUNCIL ACTION City of Greenville, South Carolina

Agenda Item No.

16b

TO: Honorable Mayor and Members of City Council
FROM: John F. McDonough, City Manager

Ordinance/First Reading
 Ordinance/Second & Final Reading
 Resolution/First & Final Reading
 Information Only

AGENDA DATE REQUESTED: July 11, 2022

ORDINANCE/RESOLUTION CAPTION:

RESOLUTION TO APPROVE A NAMING OPPORTUNITY AGREEMENT WITH JIM AND JANICE CORDES FOR THE GIRAFFE FEEDING PLATFORM IN THE GREENVILLE ZOO

SUMMARY BACKGROUND:

The city of Greenville ("City") is constructing a new giraffe feeding platform and walkway ("Platform") at the Greenville Zoo ("Zoo"); and by Resolution No. 2019-50, the City approved the Policy Regarding Naming Opportunities for City Facilities. The City desires to add the Platform to the Schedule of Naming Opportunities in accordance with the Policy. Jim and Janice Cordes wish to authorize a gift in the amount of \$150,000 to the City as facilitated by the Friends of the Greenville Zoo, Inc. d/b/a Greenville Zoo Foundation, for use in support of the Zoo and construction of the Platform and, in appreciation of Jim and Janice Cordes's generous donation, the City desires to name the Platform the "Jim and Janice Cordes, Giraffe Encounters."

IMPACT IF DENIED:

The Platform will not be added to the Schedule of Naming Opportunities and the Naming Opportunity Agreement will not be entered into.

FINANCIAL IMPACT:

REQUIRED SIGNATURES

Department Director

DocuSigned by:
Tara Eaker
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City Attorney

DocuSigned by:
Leigh Paolletti
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OMB Director

City Manager

DocuSigned by:
John F McDonough
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A RESOLUTION

TO APPROVE A NAMING OPPORTUNITY AGREEMENT WITH JIM AND JANICE CORDES FOR THE GIRAFFE FEEDING PLATFORM IN THE GREENVILLE ZOO

WHEREAS, the city of Greenville (“City”) is constructing a new giraffe feeding platform and walkway (“Platform”) at the Greenville Zoo (“Zoo”); and

WHEREAS, by Resolution No. 2019-50, the City approved the Policy Regarding Naming Opportunities for City Facilities; and

WHEREAS, the City desires to add the Platform to the Schedule of Naming Opportunities in accordance with the Policy; and

WHEREAS, Jim and Janice Cordes wish to authorize a gift in the amount of One Hundred Fifty Thousand Dollars and No/100 (\$150,000) to the City as facilitated by the Friends of the Greenville Zoo, Inc. d/b/a Greenville Zoo Foundation, for use in support of the Zoo and construction of the Platform; and

WHEREAS, in appreciation of Jim and Janice Cordes’s generous donation, the City desires to name the Platform the “Jim and Janice Cordes, Giraffe Encounters”;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the Platform is added to the Schedule of Naming Opportunities and the City Manager is authorized to enter into a Naming Opportunity Agreement in substantially the same form as that attached hereto as Attachment A. The City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the Naming Opportunity Agreement as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by Council, then the matter shall be presented to Council for further review before the final execution.

RESOLVED THIS _____ DAY OF _____, 2022.

MAYOR

Attest:

CITY CLERK

ATTACHMENT A
Greenville Zoo Naming Opportunity Agreement

This Donation Agreement (“Agreement”), effective as of _____, 20__ (“Effective Date”), is made and entered into by and between Jim Cordes and Janice Cordes (collectively, “Donor”), the Friends of the Greenville Zoo, Inc. d/b/a the Greenville Zoo Foundation (“Foundation”), and the City of Greenville, South Carolina (the “City”). Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

RECITALS

Donor wishes to make a charitable gift to the City for the use and support of the Greenville Zoo, located at 150 Cleveland Park Drive within Cleveland Park in Greenville, South Carolina (“Zoo”), as set forth in this Agreement.

The City desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Gift.** Donor hereby pledges to the City the following gift: \$150,000 (“Gift”).
2. **Payment of the Gift.** The Gift is an irrevocable pledge that will be paid to the City within (1) year of the date of this Agreement. Payment shall be paid by Donor to the Foundation for the benefit of the Zoo Giraffe Feeding Capital Project via check, electronic funds transfer, or other methods acceptable to the Foundation and the City. The Foundation shall remit payment in the amount of the Gift to the City no later than 30 days thereafter; the Gift will be “paid” at the time the City receives such payment.
3. **Use of the Gift.** The Gift shall be used for the construction of a new giraffe feeding platform at the Zoo.
4. **Acknowledgment.** In consideration of the Gift, the City will acknowledge the Gift by naming the giraffe feeding platform in the Zoo (“Facility”) “Jim and Janice Cordes, Giraffe Encounters” (“Name”). Subject to the terms of this Agreement, the Naming will last for a period of twenty (20) years from the Effective Date of this Agreement. As a part of the Naming, Donor shall display a sign identifying the facility by name; the style, design, size, and location of such signage shall be determined by the City in its discretion. During the term of the Naming, the Donor may request a change to the name of the Facility (e.g., due to corporate merger or acquisition). The City shall promptly consider the request, and approval of such request shall not be unreasonably withheld. If approved, the costs relating to such change, including replacement signage, shall be paid by Donor.
5. **Termination of Naming.** The City may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming (a) in the event of any default in payment of the Gift as provided in this Agreement; or (b) if the Donor fails to conduct itself with due respect for social conventions and decency, or willfully engages in any act or conduct or willfully becomes involved in situations which, in City Council’s sole judgement, reflects unfavorably upon the City, or which result in the Donor being convicted of a crime or otherwise coming into public disrepute. Upon such termination of this Agreement and/or the Naming hereunder, the City shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid.
6. **Intent.** It is the agreement of the parties and the intention and wish of the Donor that this Gift and any unpaid promised installment under this Agreement shall constitute the Donor’s binding obligation and shall be enforceable at law and equity including, without limitation, against the Donor and the Donor’s estate, heirs and personal representatives, and their successors and assigns. The Donor acknowledges that the City is relying, and shall continue to rely, on the Donor’s Gift being fully satisfied as set forth herein.
7. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.

- 8. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
- 9. **Governing Law and Venue.** This Agreement and the rights, obligations and remedies of the parties hereto, shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina, without reference to its conflict of law provisions, and venue for the resolution of all disputes regarding the terms of this Agreement or the performance thereunder, whether in law or in equity, shall be exclusively in the courts of Greenville County, South Carolina.

ACCEPTED AND AGREED TO:

DONOR

CITY OF GREENVILLE, SOUTH CAROLINA

By: _____
Jim Cordes

By: _____
John McDonough
City Manager

By: _____
Janice Cordes

FRIENDS OF THE GREENVILLE ZOO, INC. D/B/A
THE GREENVILLE ZOO FOUNDATION

By: _____
Lydia L. Thomas
Executive Director

By: _____
Grover Martin
Chair of the Board of Directors