

CITIZEN'S GUIDE: DONATIONS/ PARTNERSHIPS

Adopted – August 15, 2022

General Information

The City of Mason appreciates this generosity of those that are interested in supporting the community through donations and partnerships. The following outlines the three most common ways groups and individuals can partner with the City on these efforts.

All gifts received after adoption are recognized with a certificate that includes a picture of the donated item and GPS location. A copy of this certificate will be placed in the permanent Legacy Book. The Legacy Book is located at City Hall and available on our website. If individuals, family groups, organizations, and/or companies are sharing the cost of a legacy gift, please coordinate the collection of funds on your own, submit one payment, and designate one contact person to communicate with the City. Eligibility for tax deductions vary and are your responsibility to pursue.

Donation Policy

City Council Policy Adopted 08.15.22

- Donation: Donations are any tangible or intangible asset, in whatever condition, the City is prepared to accept. All donations or gifts shall become the sole property of the City unless determined otherwise by the City Council through a License Agreement. The City has no duty to return any donation. All donations are irrevocable and otherwise final upon receipt by the City. The City Manager has authority to relocate, remove or dispose of any donation at any time, with or without notice to the Donor. If the Donor wishes to appeal that action, the City Council is the final authority.
- 2. **License Agreement:** An agreement between the City and the organization that details any restrictions on the use of public property, any restrictions on a licensee as well as their respective obligations.
- 3. **Fundraising Campaign:** Any activity conducted with the intent of generating donations to the City that is outside of normal operations or beyond the obligation of City taxpayers or utility users. Fundraising activities may include, but are not limited to, promoting endowment programs, one-time capital or start-up expenses.

4. Guidelines:

- A. Donations may only be accepted when they have a purpose consistent with the goals and objectives of the City and are in the best interest of residents of Mason. The City must always consider the public trust and comply with all applicable laws when accepting donations.
- B. The City welcomes donations that enhance City services, reduce costs that the City would incur in the absence of the donation, or that otherwise provide a benefit to the City. The City may decline any donation without comment or cause.
- C. Donors shall not expect, nor shall the City grant, any extra consideration to the donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.
- D. No City elected official, appointed official, employee, or volunteer shall solicit donations unless the City Council has approved a fundraising campaign for the supported activity.
- E. Donations must be directly related to providing goods or services to the public or for another valid public purpose. Donations may not be used for personal financial gain of any City elected or appointed official or employee. Donations may not be used for the purpose of making any political statement or conveying support for, or opposition to, any public or private cause.
- F. The net benefit of a donation should be considered when determining whether to accept a donation. Net benefit includes all lifecycle costs of ownership, including maintenance, repair, clean-up, administrative, and any potential liability or expenses that may be associated with the donation.
 - 1) Donations may not be used to implement new on-going programs or services unless a permanent source of revenue is identified to support the program or service.
 - Potential costs and liabilities should be considered if a donation of personal property or of a service does not include the same indemnification, insurance, bonding, or warranties that the City would normally receive through procurement of personal property or services.

3) Real property may be donated to the City provided that it will not expose the City to an unreasonable risk of litigation or liability because of the physical condition of the property or existence of claims, liens, and encumbrances against the property.

Procedures

- A. Donations valued at \$5,000 or more may only be accepted with City Council approval unless part of a designated fundraising campaign or authorized legacy program. The City Manager may accept or decline any donation in the City Manager's sole discretion and may choose to request City Council consideration of any donation. Before acceptance of a restricted donation valued at \$5,000 or more, the respective obligations of the donor and the City shall be set forth in a donation agreement. The City Manager or City Council may require donation agreements for less than \$5,000.
- B. The City Manager shall report to the City Council on all donations valued more than \$2,000 at a City Council meeting within thirty days of accepting the donation.
- C. The City Council shall consider donations beyond the authority of the City Manager set forth above and proposed donations referred to it by the City Manager. The City Council may accept or decline any donation at its sole discretion.
- D. All donations will receive appropriate recognition as determined by the City Manager or City Council at the time the donation is accepted, taking into consideration the nature and level of the donation. Upon request of the donor or if specified in a City initiated request for donors, limited forms of promotional activity (such as logo or name placement on signs, flyers, and other materials related to a program or activity supported by the donation) are permitted. The appearance of traditional commercial advertising shall not be allowed should be avoided and the size of donor recognition should be in keeping with the size of non-recognition information used in the materials. The agreed upon form of recognition should be identified in the donor receipt or a donation agreement.
- E. When donations with a value in excess of \$100 are accepted or upon the request of the donor, the City will issue the donor a receipt indicating the amount of the donation or describing the goods or services donated within 30 days of receiving the donation. (In accordance with the Internal Revenue Code the City does not provide an estimated value of in-kind donations; donors may refer to the appropriate IRS Publication for more information on valuing donated property.) The donation receipt shall also include the date of the donation, the name of the donor, the purpose of the donation (if a restricted donation), a brief description of any public recognition that will be made by the City, and note that the donor received no goods or services in exchange. The original receipt shall be submitted to the donor and the City shall retain a copy.
- F. The City shall maintain records for the receipt of all donations and shall comply with all reporting requirements and regulations.

Programs and Partnerships

FUNDRAISING CAMPAIGN, City Council Authorized

The City from time of time is willing to facilitate a project that the City Council believes is not fully the responsibility of the City of Mason taxpayer, but is important enough to the community to pursue. The City Council approves the project with an expectation of a fundraising goal. All gifts are recognized as outlined by the specific project. Currently there is only one approved fundraising campaign:

Library Renovation Project: The City of Mason and Capital Area District Libraries (CADL) are partners in a project to renovate the historic library building in downtown Mason to better serve the community. The building is nearly 80 years old and in need of upgrades that will support prolonged use and accessibility for all community members of all abilities. The building is owned by the City and operated by CADL, but due approximately 50% of the patrons being from outside the City limits, the City has a fundraising campaign to offset the costs to City residents.

Cost Estimate: Discretion of Donor

Information and Donation Forms: Attachment A

GENERAL DONATIONS

This program list is not inclusive and there may be types of donations that do not fit neatly into any category presented herein. The City may accept those donations subject to a review by the City Manager and/or City Council depending on the value. Citizen should direct any donation proposal to the City Manager for consideration by the appropriate staff, board, or committee for review and approval. Donations over the value of \$2,500 require a donation agreement and will discuss donor recognition.

Cost Estimate: Discretion of Donor

Example Donor Agreement: Attachment B

LEGACY TREES, City Council Authorized

A tree is a great way to honor someone or to simply add to the beautiful trees we have in Mason. By donating to the Legacy Tree Program, you are promoting community spirit, improving native species habitats, and supporting our goal for a larger tree canopy that has multiple benefits for our residents. The City matches your donation amount to purchase a healthy tree. All gifts are recognized with a certificate, GPS location, description of gift, and a submission in the City's permanent Legacy Book.

Donors have the option of selecting your desired tree type from an approved list of trees native to Michigan. We work to place the tree according to your wishes, but all placements must follow the City's tree inventory guide. Trees may be purchased at any time. Weather permitting, the planting of the tree will be completed between April and September. The City cannot guarantee the survivability and has no obligation to replace after the initial year. Should improvements to the placement area require removal and/or replacement within the first 10 years, the City will plant a replacement tree in the nearest available location under the donor's name.

Cost Estimate: \$150, includes cost of tree, delivery, initial soil preparation, and planting

Application: Attachment C

LICENSING PROGRAM

The City prides itself on partnering with local organizations to facilitate projects. Often community groups have an interest in using public property for a project, but the City does not have the capacity to participate financially in the installation or on-going maintenance. The licensing program requires a license agreement approved by the City Council, with a long-standing non-profit entity. The agreement between the City and the organization that details any restrictions on the use of public property details any restrictions on a licensee as well as the respective obligations of the donor and the City.

Sample License Agreement: Attachment D

MEMORIAL BENCHES

The Memorial Bench Program offers donors the opportunity to purchase a bench to memorialize loved ones and enhance the aesthetics of the City of Mason. Under this program, you may select the specific park or location for your bench donation; however, the City will determine the bench's exact location. The City staff will make every reasonable effort to maintain benches, but are not responsible for acts of nature, damage, or vandalism. The City reserves the right to relocate the bench, if needed. Benches meeting the following guidelines do not require City Council approval.

- Bench length must be 6 feet.
- Bench is from the identified provider or like type.
- Benches should complement the area they are to be placed and not be a focal point.
- The cost of the bench and engraving is at the donor's expense (only for memorials); however, both must be pre-approved by the City.
- The cost of the pad for the bench is absorbed by the donor; however, the cost of the labor is absorbed by the City of Mason.
- The donation term for a bench is 10 years or the useful life of the bench; whichever comes first.
- Should renovations of the area require removal and/or replacement, the City will move the bench to the nearest available location.
- At the end of the term, a donor may request to have the plaque returned them by contacting the City.

Cost Estimated Only: \$1500, includes actual costs for the bench, installed engraved plaques, delivery, bench installation, and concrete pad, if required.

Application: Attachment E

Resources: More Questions? Please Contact our Customer Service Desk at 517.676.9155 or info@mason.mi.us.

ATTACHMENT A: Fundraising Program



Mason Historic Library Renovation Project



A project focused on greater accessibility and long-term sustainability for this community asset.

The library welcomes donations in honor or in memory of individuals as well as general gifts. Donations to the library are tax deductible. Checks should be payable to the City of Mason. Simply fill out the form below and drop it off at City of Mason drop box at City Hall or mail to 201 West Ash Street, Mason, MI 48854.

Donor Information:			
Name:		Email:	
Organization:		Phone:	
Address:		City, State, Zip:	
Dedication: ☐ In memory of ☐ In honor of ☐ Dedicated to	(Print EXACTLY as you would	like it.)	
Dedicated by: _			
	(Print EXACTLY as you wou	d like it. Anonymous is also accep	otable.)
Enclosed Contribution	of:		
acknowledge that all gi		ng on size of contribution that is ye eneral mason renovation project currently an option.	
Donor Acknowledgeme	nt:	Dat	e:
		il deborahs@mason.mi.us if you	have any questions.
For Office Use Only: Received by:		Date:/	Donation Fee Paid: □

BACKGROUND

The City of Mason and Capital Area District Libraries (CADL) are partners in a project to renovate the historic library building in downtown Mason to better serve the community. The building is nearly 80 years old and in need of upgrades that will support prolonged use and accessibility for all community members of all abilities. The building is owned by the City and operated by CADL.

The Mason Branch is one of the most active in the Capital Area District Library system. Annually, they average over 78,000 visitors and these visitors check out just over 102,000 items. In addition, the branch has a very successful Storytime program that focuses on activity and health of children through the five early literacy practices of read, write, talk, sing, and play. The library presents an average of 140 early literacy programs each year, interacting with over children over 3,900 times. One of the biggest challenges of holding these programs is the lack of accessibility. The classes are held in a location that isn't ADA accessible and very difficult for parents with young children and seniors to get to.

In 2018-19 a Feasibility Study was conducted to determine what improvements need to be made to sustain and enhance CADL operations into the future. We surveyed community members and held several public meetings. The commitment to the building was overwhelming by the public, but to stay in this location significant improvements in accessibility and functionality had to be made. These numerous discussions resulted in design concept available on the City's Library Renovation webpage (mason.mi.us/LibraryRenovationProject.)

PROJECT DETAILS

The City has selected East Arbor Architects to take the final concepts from the feasibility study and finalize them into construction drawings. That was completed this summer and the renovations were divided into two phases. Phase I focused on improvements to the first floor of the library building necessary to meet safety and accessibility requirements, and to improve utilization. The public and local elected leaders agreed this was a priority and committed to completing Phase I. The City committed \$275,000 and challenged staff and the public to raise the remaining funds to complete the project.

The project was bid in four packages that can be completed independently, if funding is not raised. Packages are in order of importance and was bid in this way to achieve the potential cost saving of a mobilized construction crew. The contractors have been notified that completing the phases will be dependent on the funding raised.

- 1. Package A: Barrier free upgrades including new access ramp; relocation of existing door at entry; modifications to Restroom B; electrical, mechanical, and plumbing work; Improvements to existing fireplace
- 2. **Package B:** Exterior work including additional grading; upper and main stair removal and infill in computer area; modifications to additional Restroom A; new opening in wall between reading room and adults'; renovation of new circulation area; roof repairs.
- Package C: Construction of new prep kitchen; child reading and young adult office renovation; floor, foundation, and structure repairs and upgrades; garage door infill with windows and panels; framing and finishes; upgrades to children's Area; opening between circulation.
 - **Package D:** repair of existing cupola; restoration of existing wood windows; replacement of exterior fascia and soffit trim; infill of upper level masonry opening

In addition, approximately \$200,000 in additional tenant improvements and furnishings will be provided by CADL and are not funded through this project.

The project is currently out for bid with bid proposals to be returned on December 7, 2021 followed shortly by contract award.



GENERAL DONATION Agreement

The undersigned Donor wishes to donate to the City of Mason as described in more detail below. In administering this agreement, the Donor and the City shall work through the following primary representatives:

	City of Mason		
omplete all t	hat apply):		
	Donation Description or A	mount	Frequency
			One-time
nt:			
l property, etc.:			
above, is subj	ject to the conditions speci		ay choose to use
to be public	ly recognized but name wil		others.
	nt: Il property, etc.: above, is no above, is sub d to the follow	nt: above, is not subject to any terms or or above, is subject to the conditions specific to the following uses: ain anonymous. to be publicly recognized but name will	Donation Description or Amount nt: above, is not subject to any terms or conditions and the City makes above, is subject to the conditions specified in Attachment 1. at to the following uses:

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In addition to the foregoing, Donor and City understand and agree that:

- 1. Within 30 days of receiving the donation, the City will provide the Donor a donation receipt indicating the amount of the donation or estimated value of goods or services donated.
- 2. Donor's contribution to the City will be recognized publicly as described above, unless otherwise indicated.
- 3. Except as provided above, the City may use the donation in any manner at its sole discretion and Donor has no right or obligation to control the City's use of the donation.
- 4. Donor has not and will not receive any goods or services in exchange for the donation and the City will not grant any extra consideration to the donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.
- 5. Donor confirms that unless indicated otherwise, this donation is not made at the behest of City Council, Board or Commission, a City Councilmember, a Board or Commission Member, or a Staff member.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

		CITY OF MASON
		By:
Manager of the City of the same to be his volu	Mason the Licensor in the foregontary act and deed as such office	and county, personally appeared Deborah Stuart, the City ling License Agreement, who acknowledged the signing of er for the uses and purposes therein mentioned. me and affixed my official seal on the
day of		_, 2022.
		Notary Public

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	DONOR:
	Ву:
	Printed Name, Title
STATE OF MICHIGAN)	
) ss: COUNTY OF INGHAM)	
Before me, a notary public in and for the afo	oresaid state and county, personally appeared
	, the of
Agreement, who acknowledged the signing uses and purposes therein mentioned.	, the Licensee in the foregoing Licens of the same to be his voluntary act and deed as such officer for th
n Witness Whereof, I have hereunto subscr	ibed my name and affixed my official seal on the
day of	, 2022.
	Notary Public



LEGACY PROGRAM Tree Application

Applicant Information	n:					
Name:			Email:			
		Email: Phone: City, State, Zip: Print EXACTLY as you would like it.) Print EXACTLY as you would like it. Anonymous is also acceptable.) Serves the right for the final placement. Type of tree is determined by location. First Second Third Choice: Choice: Choice: Bitternut Hickory Hackberry Kentucky Coffee Tree Tulip Poplar Oak, Black Oak, Black Oak, Bur Oak, Chinquapin Oak, Chinquapin Oak, Swamp White Oak, Swamp White Sugar Maple Sycamore First Second Third				
Dedication: ☐ In memory of ☐ In honor of ☐ Dedicated to Dedicated by:	(Print EXACTL	Y as you would like it.)				
			•			
Preferences: The City Tree:	reserves the ri	ght for the final placeme	nt. Type of t	First	Second	Third
Carya cordiformis		Bitternut Hickory		CHOICE.	Choice.	Choice.
Celtis occidentalis						
Gymoncladus dioicus		-				
Liriodendron tulipifer	а	-				
Quercus velutina		Oak, Black				
Quercus macrocarpa						
Quercus muehlenber		Oak, Chinquapin				
Quercus rubra						
Quercus imbricaria						
Quercus bicolor		-				
Quercus alba						
Acer saccharum						
Platanus occidentalis						
				Fire	Carand	Thind
Location:				Choice:	Secona Choice:	Choice:
Applicant Signature:					Date:	
For Office Use Only:						
Descriped by			Data	, ,	Dona	tion Foo Baid:



LICENSE AGREEMENT

BY & BETWEEN THE CITY OF MASON, AS LICENSOR, AND _____, AS LICENSEE

This is	a License Agreement entered into between the CITY OF MASON, hereinafter called "Licensor" and
The Lic	ensor and the Licensee hereby covenant and agree as follows:
1.	Premises. The Licensor hereby permits the Licensee to use a portion of the property at described on Attachment 1 (hereinafter called the "Designated Area") for the purposes of
2.	Term. The term of the License shall commence on and shall continue indefinitely unless terminated by either party under the conditions herein.
3.	License Fee. Licensee shall pay a license fee of \$ to the Licensor on or about the signing date of this Agreement due to the cost benefit of this project to the residents of the City of Mason.
4.	Licensor's Title and Allowable Use. The Licensor represents and warrants as follows: that Licensor has good and marketable title to the Licensed Premises and the right to make this License Agreement for the aforesaid term; that this License Agreement has been duly authorized, executed and delivered by Licensor.
5.	Construction Conditions . The Licensee shall maintain Designated Area in conformance with all applicable Federal, State and local laws. The Designated Area can be amended, if requested by the Licensee, subject to the approval by City of Mason City Manager and the City Council.
6.	Maintenance and Repairs. The Licensee shall maintain any physical structures, furniture and fixtures in compliance with all City of Mason building and zoning codes and Licensee shall maintain the Designated Area and keep the same in a clean, safe and healthy condition, free and clear from all rubbish, litter dirt and other similar items during the term of the License.
7.	Maintenance and Conditions. The Licensee shall install only City of Mason approved fences, benches, and other materials, and shall keep same free from advertisements. Licensee shall maintain any and all appurtenances in goodcondition. The Licensee is responsible for any water used at the facility.
8.	Operations. The Licensee agrees to promote the availability of the lots to Mason residents at least one month prior to making lot determinations. This promotion includes providing information to the City to post in various locations.
9.	Restoration of Public Property Upon Termination. Upon termination of this License Agreement for any reason, the Licensee, its successors, and assigns, shall restore the public property to its original condition or such condition as mutually agreed upon by both parties so as to give the appearance that no structure or installation was ever on the public property.

- 10. Default by License. If the Licensee, defaults in the performance of any of the provisions, covenants, or conditions of the License and such default continues for five (5) days after the Licensee is notified in writing by the Licensor to cure it (or, if such default is of such a nature that it cannot be cured within the five (5) day period and continues for a period longer than the period reasonably required to cure it), then, upon five (5) days written notice to Licensee, this License shall terminate.
- 11. Assignment. This License Agreement shall not be assigned.
- 12. Indemnity. Licensee shall hold Licensor harmless from all injuries or damages to any person or property arising out of, relating to, or occurring in, on, or about the Licensed Premises or from any claims, demands, losses, costs, liens, damages, fines and penalties of whatever name, nature or kind (herein "Claims") relating to the same.
- 13. Public Liability Insurance. Licensee at its cost, shall maintain public liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, insuring against all liability of Licensee and its authorized representatives arising out of in connection with Licensee's use or occupancy of the Licensed Premises. Licensor shall be named as an additional insured on all of such policies. Licensee shall provide Licensor certificates of insurance evidencing all such coverage. All such insurance shall provide for notification to Licensor of not less than thirty (30) days prior to the cancellation or non-renewal of such insurance. In the event the Licensee fails to provide Licensor with said Certificate of Insurance, the Licensor has a right to obtain liability insurance solely for its own protection and Licensee agrees to reimburse Licensor for the cost incurred by Licensor to obtain liability insurance to protect Licensor with respect to the Licensed Premises and the use thereof, such reimbursement to be made from time to time upon presentment by Licensor to Licensee of proof of coverage and an invoice for same; provided, however, that Licensor shall not be hereby obligated to acquire such insurance.
- **14. IN WITNESS WHEREOF,** the Licensor and the Licensee have executed duplicate counterparts of the License Agreement as of Month DD, 20YY.

	LICENSEE Name of Licensee
	Ву:
	Name, Title
STATE OF MICHIGAN)) ss: COUNTY OF INGHAM) Before me, a notary public in and for the aforesaid :	state and county, personally appeared
, ti	he of
Agreement, who acknowledged the signing of the suses and purposes therein mentioned.	, the Licensee in the foregoing License same to be his voluntary act and deed as such officer for the
In Witness Whereof, I have hereunto subscribed my	y name and affixed my official seal on the
day of	, 2022.
	Notary Public



LEGACY PROGRAM Bench Application

PORATEU	Deficit App.	iica	CIOII			
Applicant Information						
Name: Emai						
Organization:	Ph	none:				
Address:	Ci	ity, State	e, Zip:			
Dedication: ☐ In memory of ☐ In honor of						
☐ Dedicated to	(Print EXACTLY as you would like it.)					
Dedicated by:						
	(Print EXACTLY as you would like it. Anonyr	mous is a	also accepta	able.)		
	ty reserves the right for the final placement. E ail, Specific Park, Cemetery, etc.	xamples				
Location:			First Choice:	Second Choice:	Third Choice:	
Sample: Colors are subject to rectangle on photo.	change. Plaque would be positioned similar to b	olue				
Donation is actual of \$1,500.	cost at time of purchase, currently estimated	d at				
Applicant Signature:				Date:		
Applicant Signature:				Date:		