

**TOWN OF ELKIN
DONATION AND SPONSORSHIP ORDINANCE**

I. Purpose

1. The donation ordinance provides those in the community with various philanthropic interests the opportunity to give through memorials, gifts and donations. It is not intended to compete with other non-profits or friend groups with which the Town works; but, rather, to provide those that specifically are interested in Town projects the opportunity to give. All donations are dependent on the specific needs of the Town of Elkin.
2. This ordinance shall cover all donations and gifts to the Town of Elkin and any of its departments. The Town of Elkin retains sole discretion to determine whether to accept or decline any proposed gift or donation. This ordinance shall not be construed to create any right for any individual or organization to make any improvement or place any items on any public property within the town regardless of whether the proposal meets any or all of the criteria laid out herein.
3. It shall ultimately be the responsibility of the Town of Elkin Board of Commissioners to approve the donation and naming of any public facility, or portion thereof, owned by the Town of Elkin.

II. Objectives

1. Encourage the donation of facilities, cash, services and/or equipment to the Town of Elkin by establishing clear guidelines for giving.
2. Ensure that donations fulfill a specific need as identified by the Town and is consistent with the aesthetic and functional integrity of the Town's existing and proposed facilities and goals.
3. Ensure that donations do not cause unbudgeted expenditures or significant ongoing maintenance responsibility for the Town.
4. Ensure that donations do not create liability for the Town with regard to the health and safety of facility users.
5. Encourage gifts made in memory of or in recognition of a person.

III. General Policies

1. The Town shall encourage donations. Donations for town facilities and equipment, memorials or other items must be made in cash. The Town will purchase and install the item using town resources on town property.
2. The Town shall encourage "In-kind" donations for volunteer services by community groups and individuals for the purpose of making beautification or other facility improvements as well as for recreation and athletic programs.
3. Those wishing to donate must complete a formal application provided by the Town of Elkin. Applications shall be reviewed by Town staff and approved by the Town Manager (or his/her designee) or the Town of Elkin Board of Commissioners. Depending on the date of application, approval and installation may take up to 90 days. A Donation Application may be obtained at the Elkin Recreation Center, the Town of Elkin website or the Elkin Recreation & Parks website.

- Any donors that wish to recognize or memorialize their donation may do so by placing a plaque on the item. The plaque shall be of like make, color, length and width as well as placed in similar locations of other like donated amenities. The Town shall approve all text for donation plaques and the town will purchase from a town approved vendor to ensure the highest quality, life and durability. Donors may choose from the following acknowledgement/memorial recognition for individuals or businesses in good community standing.

Donated by Name
In Honor of Name

In Memory of Name
Dedicated to Name

The plaque will be a bronze 3” x 8” in dimension. All other text on any plaque shall be approved by the Elkin Town Board of Commissioners.

- Any donor who is interested in providing financial support of Athletic Programs and Facilities may do so through Athletic Sponsorships and Athletic Facility Signage. This signage and sponsorships will be represented at children/youth games at town-owned facilities and shall meet the following criteria:
 - Represent a local business of good community standing;
 - Represent a local professional/social organization of good community standing (i.e. Jaycees, Rotary, Lions Club, etc.).
 - The sign or sponsorship logo/design shall not represent alcohol, tobacco, illegal drug use, and must be appropriate for youth, children and a family environment.
- Donations must comply with an adopted plan or standard, or be similar and compatible with existing amenities and must be identified as a need to fulfill a portion of said adopted plan or standard. The donation may not interfere with the intended current or future use of the facility, and the donation may not require the relocation of other equipment or infrastructure.
- Donations to Town programs must be consistent with established goals and objectives for the individual program, and/or the Town as a whole.
- In cases where the donation is not consistent with the Towns adopted policies, staff will attempt to identify alternatives for the donor’s consideration and approval.
- All donations, other than cash, shall be considered “gifts for public improvements” to the Town for the enjoyment of the Town’s citizens. They will not be considered private or proprietary assets. Receipt of gifts or donations are not automatically guarantee placement or recognition of the donation, gift or other to be placed on town property.
- If the proposed gift/donation is a work of art, the following criteria shall be considered as well as any other criteria which may be relevant on a case by case basis.
 - Quality of the work based upon a professional assessment of the work, detailed written proposal, drawing or photographs, and a portfolio review of relevant work;
 - Suitability of the subject-matter/theme of artwork to a public venue;
 - Appropriateness of the artwork to the site, in the case where a particular site has been requested or identified;

- Appropriateness of the process for selecting the artist or artwork;
 - Qualifications of the artist based on documentation of past work and the artist's professional qualifications;
 - Proposed medium and physical substance of the art work must be able to withstand outdoor elements, be vandal resistant and not cause undue liability due to form or access to public safety.
11. All items purchased or accepted by donation will receive standard levels of maintenance during their normal life expectancy.
 12. Items that are vandalized will be repaired or replaced as feasible, but the Town does not guarantee replacement of any items damaged beyond repair or where the cost to do so is not considered cost effective.
 13. Any current equipment/amenities placed on Town Property that have been approved by the Town of Elkin Board of Commissioners will not require any adjustment to conform to these standards unless it be sub-standard due to age, disrepair, vandalism or other.
 14. The Town reserves the right to deny any donation or to remove any donated item due to expiration of normal life expectancy, liability, safety, construction, aesthetic or other.
 15. If construction of a public improvement project is coordinated or contracted for by the donor, the donor will be responsible for complying with all federal, state and local laws which may include competitive bidding and state wage rate laws. The donor will also bear the cost of all necessary permits, approvals, project management, design, installation, and manufacture of the gift/donation unless these costs are specifically accepted or waived by the Town.
 - Proof of compliance with the Town's insurance requirements for contractors will be required before work may commence on any public improvement project.
 - Improvements made in a public place become the property of the Town of Elkin and are subject to the laws, policies, and procedures of the Town.
 16. In and of themselves, contributions of land or money for public facilities shall not be considered sufficient justification for naming or renaming facilities after individuals, in tribute or memoriam.
 17. If the donor's proposal is not acceptable, the donor has the right after the review process is complete to appeal to the Town of Elkin Board of Commissioners for reconsideration of their proposal.
 18. Conversely, if a donation is approved and a citizen opposes the project, that citizen also has the right to appeal to the Town of Elkin Board of Commissioners for reconsideration of the proposal.
 19. The Town of Elkin Board of Commissioners shall revise this ordinance as necessary.
 20. The decision of the Town of Elkin Board of Commissioners shall be final and binding.

IV. Criteria

The following criteria will apply to all individuals, groups, or organizations wishing to make a donation to the Town:

A. Cash Donations

1. All cash donations shall be directed to the Town of Elkin.
2. The Town for the purpose of enhancing programs, educational opportunities or improving facilities will accept cash donations. The donor has two options:
 - a. Allow the Town to specify best use of the funds, or
 - b. Specify the use of funds with approval from the Town, consistent with the conditions of this ordinance.
3. Items typically purchased by means of cash donations include basic amenities such as park amenities and equipment, landscaped areas, recreation facilities, team athletic sponsorships, baseball field signage etc. Donors are by no means limited to these items, as any improvements or items that are consistent with amenity standards and aesthetics will be considered.
4. Cash donations may be made for any expense associated with the establishment, maintenance, or operation of a Town facility.

B. Materials and Equipment Donations

The Town may accept materials or equipment donations under the following conditions:

1. Donations of materials and equipment must be consistent with adopted standards and specifications or policies, ordinances and plans.
2. Criteria for approval of materials and equipment not contained in adopted standards and specifications or policies and plans shall include:
 - a. Be identified as a need by the Town;
 - b. Consistency/likeness with adopted design, character, and use at proposed location;
 - b. Consistency with national and local health and safety standards and regulations such as ASTM standards for product performance, the Americans with Disabilities Act, local building codes, etc;
 - c. Compatibility with current Town maintenance practices;
 - c. Does not cause unbudgeted expenditure or significant ongoing maintenance responsibility for the Town and;
 - e. Must be consistent with adopted long-range goals for specified facilities or programs as contained in existing, comprehensive Town plans, Master Plans or Land use Plans.

V. Procedures

A. Solicitation of Gifts

1. When a staff member recognizes a need to solicit a donation for goods or services, approval must be obtained from their immediate supervisor and the staff member must contact the respective Department prior to the solicitation if the amount is in excess of \$5,000.00. The Department Head and staff member will review and discuss the solicitation request to avoid multiple requests of the same donor and provide ideas regarding other possible strategies and suggestions on asking for donations which best meet the needs of the Town and donor.
2. Donations should be solicited from businesses located within the Town prior to contacting those outside the area.

B. Donation Procedures

1. Donors will be provided with a Donor Application and Town's Donation and Sponsorship Ordinance.
2. Cash donations cannot be accepted above the amount of \$5,000.00 without prior approval of the Town Manager and/or the Town Board of Commissioners. The Town's ordinance is to receive the cash donation before the purchase or program expenditure is made. However, when advance payment is not possible, the donor may make special arrangements to reimburse the Town for a specific item already purchased.
3. Cash donations will be deposited to the Town of Elkin and distributed to specified Departments. The Director of Finance will ensure such funds are expended as the donor designated and approved.

C. Receipt of Donations

1. The Town is able to accept donations of land, materials, in-kind services and cash. Donations of land require Board approval and shall be consistent with other Town policies. All donors of land, materials and cash shall be issued a receipt incorporating specific information. All in-kind donations (services) shall be acknowledged upon request, unless requested otherwise by the donor.
2. Town employees accepting donations shall issue receipts via that Department. The receipt shall include information regarding the donation to include cash amount and Memo description of purpose.

D. Receipt Guidelines

1. All receipts must include:
 - a. Verification that no goods or services were provided in exchange, in whole or in part, for the donation.
 - b. The cash receipt should reflect the amount of the cash donation.
 - c. The land, material and services receipt shall include a clear description of the land, goods or services donated. Do **NOT** affix a value to the land, materials or services donated. It is incumbent upon the donor to provide the proper justification and fair market value of the donation. The IRS has regulations that determine the value for donated items; i.e., the donor

might need to provide an appraisal to the IRS to declare full deduction. In cases of land donations, the Finance Director or designee shall sign the donor's IRS Form 8283 (Non-cash Charitable Contribution).

- d. Statement indicating donation is tax deductible to the extent allowed by law and it is the responsibility of the donor to determine the fair market value of the contribution.
 - e. If donated for a specific purpose, donor should include a statement that the donation will be used for a specific project located on Memo section of check. Town Staff shall note specific donation on receipt Memo line.
2. The Town will retain a copy of all donation receipts. The Town will make receipts and other required information available in the event of an IRS audit of a donor's return.
 3. In cases where a property is jointly owned by the Town and other entities, all parties will negotiate and sign a written agreement indicating ownership of the donated asset.

E. FAILURE TO COMPLY WITH APPLICATION AND APPROVAL PROCESS. The town reserves the absolute right to remove, confiscate, and destroy any item placed on public grounds by any individual or group that has not been through the proper application and approval process for donations, sponsorship or memorials.

This Ordinance shall be effective immediately and the moratorium on memorial donations is lifted.

Adopted by the Town of Elkin Board of Commissioners:

Mayor, Honorable Lestine Hutchens

Date

**TOWN OF ELKIN
DONATION/SPONSORSHIP APPLICATION**



NAME OF BUSINESS/ORGANOZATION: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE: _____ MOBILE PHONE: _____

E-MAIL: _____

WHAT IS THE NATURE OF THE DONATION (CHECK THOSE THAT APPLY):

- Athletic Sponsorships:
 - Annual Sponsorship (Choice of 3 Teams): \$425.00 _____
 - Individual Team Sponsorship: \$150.00 _____
 - Athletic League Sponsorship: \$1,500.00 _____
- Facility Sponsorships:
 - Memorial Plaque: \$100.00 _____
 - Park Bench: \$425.00 _____
 - Trail Bench: \$750.00 _____
 - Scoreboard: \$3,500.00 _____
 - Field Sponsor: \$5,000.00 _____
 - Baseball Field Fence Sponsor:
 - Year #1 (Sign Included) \$600.00 _____
 - Annual Renewal - \$400.00 _____
 - Picnic Table: \$1,000.00 _____
 - Camping Platform: (Crater Park only) \$2,000.00 _____
 - Water Fountain: Contact for pricing
 - Playground Equipment: Contact for pricing
 - Picnic Shelter: Contact for pricing
 - Trail Section: Contact for pricing

ATHLETIC SPONSORSHIP: Name as you would like it to appear on uniform. Jersey size and style may limit appearance/size of sponsor name. (For field signage please send a high resolution graphic via email)

FACILITY SPONSORSHIP:

Plaque: _____ YES _____ NO

CHOOSE ONE acknowledgement and clearly print name as would be seen on final plaque:

Donated by _____ In Memory of _____

In Honor of _____ Dedicated to _____

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**TOWN OF ELKIN
GROUP VOLUNTEER "IN-KIND DONATION" FORM**



NAME OF GROUP: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE: _____ MOBILE PHONE: _____

E-MAIL: _____

DATE OF ACTIVITY: _____ PARK LOCATION(S) TO VOLUNTEER: _____

EXPLAIN NATURE OF VOLUNTEER ACTIVITY: _____

HAS THIS ACTIVITY BEEN REVIEWED BY THE RECREATION & PARKS DEPT. OR OTHER DEPARTMENT? YES _____ NO _____

WILL THE GROUP BE BRINGING THEIR OWN TOOLS? IF SO, WHAT TYPE? _____

PLEASE LIST THE NAMES OF THE VOLUNTEERS WITHIN THIS GROUP: _____

(IF MORE SPACE IS NEEDED PLEASE ATTACH AN ADDITIONAL SHEET LISTING NAMES)

**VOLUNTEER GROUP WIAVER OF LIABILITY
WAIVER OF LIABILITY**

North Carolina

Surry/Wilkes County

This Waiver, Release and Hold Harmless Agreement is entered into this the _____ day of _____, 2016 by _____

The Town of Elkin, hereinafter called "the Town", and all volunteers and persons associated with the volunteer group _____ hereinafter called "Applicant".

In consideration for being granted permission by the Town of Elkin, NC (the Town), for the above described special event/activity taking place on property owned by the Town of Elkin, the Applicant undersigned indemnifies and holds harmless the Town of Elkin, NC, its employees, representatives and agents against all claims, liabilities, losses, or damage for personal injury and/or property damage or any other damage whatsoever due to the event/activity described above and/or deviation from normal Town regulations in the area. The Applicant further agrees to indemnify and hold harmless the Town of Elkin, NC, its commissioners, departments, boards, officers, agents, employees, representatives, contractors, or subcontractors, or their employees (hereinafter referred to collectively as "Town") from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney's fees) resulting from injury, death or damage arising out of or in any way connected directly or indirectly to the event/activity described above, whether caused by the Town's active or passive negligence or otherwise.

I, the Applicant, am fully aware of the unusual risks involved and hazards connected with areas of the Town of Elkin and HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me or anyone involved with this event, WHETHER CAUSED BY THE NEGLIGENCE OF THE TOWN OR OTHERWISE.

I, the Applicant, further agree to indemnify and hold harmless the Town against any loss, injury, death, or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind or nature and from and against any and all court costs and expenses including attorney fees which at any time may be suffered or sustained by the Applicant or by any person who may, at any time, be using or occupying or visiting the above-referenced public property or be in, on or about the same, when such loss, injury, death, or damage shall be caused by or in any way result from or rising out of any act, omission, or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind as or of a different kind that the matters or things above set forth.

I, the Applicant, understand that the Town of Elkin does not maintain any insurance ordinance covering any circumstances arising from this event or any activity associated with this event. As such, I am aware that I should review my personal/company insurance portfolio.

I, the Applicant, agree to comply with all the rules, regulations, ordinances, terms and conditions established by the Town of Elkin, NC.

Expressly acknowledge that the permission granted hereunder is freely revocable by the Town and in view of such fact, the undersigned assume the risk of making any expenditure in connection with this permission, even if such expenditures are substantial. Without limiting any indemnification obligations of the Applicant or other waivers contained in this permission and as a material part of the consideration for this permission, I fully RELEASE, WAIVE, AND DISCHARGE forever any and all claims, demands, rights, and causes of action against, and covenants not to sue the Town of Elkin, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event the Town exercises its right to revoke or terminate this permission.

THE APPLICANT UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

Applicant/Sponsor Signature

Date

APPROVED:

Town Manager (or his/her designee)

Date

CONDITIONS IMPOSED: _____
