



**CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: December 20, 2022

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Monetary Donation

Background: The City received a monetary donation this morning. According to the City's donation policy, unrestricted donations of more than \$5,000 and restricted donations of more than \$500 must be brought to the City Council for approval and acceptance. The funds are to be used for the purchase of police equipment making it a restricted donation.

Staff Recommendation: Approve the donation.

Suggested Motion: I move that we approve donation of Peter Madison Management in the amount of \$40,000.00.

Alternatives: Do not accept the donation

Fiscal Impact: \$40,000.00 in revenue.

Attachments: None



Belle Isle Police Department

December 20, 2022

Interoffice Memorandum:

TO: Bob Francis
City Manager

FROM: Deputy Chief Travis Grimm

RE: Request to Accept Donation

Belle Isle resident Pete Madison, who resides at 4908 Oak Island Road, wishes to donate \$40,000 to the City of Belle Isle to purchase police equipment. A Donation Acceptance Agreement was completed. Installation of the devices will be performed by the City of Belle Isle Public Works Department.

I am respectfully requesting the City of Belle Isle Police Department accept this donation.



Bob Francis, City Manager

Approved

pending Council approval.

Disapproved

A donation of this amount requires City Council approval.

7. The City Council may in its discretion waive any provision, procedure, or requirement contained in this Donation Policy.

IV. Procedures

1. Unrestricted donations of \$5,000 or less may be accepted by the City Manager. Unrestricted donations of more than \$5,000 and restricted donations of more than \$500 must be brought to the City Council for approval and acceptance. Restricted donations of \$500 or less may be accepted by the City Manager.
2. 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. The City Manager shall report to the City Council on all donations in excess of \$1,000 at a City Council meeting within thirty days of accepting the donation.
3. The City Council shall consider proposed 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.
4. 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 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. Any naming of City parks, property, or facilities shall follow the guidelines set forth in the City Resolution 17-19 Pertaining to Naming City-Owned Land and Facilities.
5. 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 IRS Publication 561 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. A sample donation receipt is attached as Exhibit B.

EXHIBIT A – SAMPLE DONATION ACCEPTANCE AGREEMENT



DONATION ACCEPTANCE AGREEMENT

This Donation Acceptance Agreement (the "Agreement") is made this 19 day of December, 20__ by and between the City of Belle Isle, a Florida municipal corporation whose mailing address is 1600 Nela Avenue, Belle Isle, FL 32809 (the "City"), and Pete Madison, whose mailing address is 6545 Cay Circle (the "Donor"). The parties hereby agree as follows:

1. **Donation.** Donor wishes to donate certain property or funds to the City, described as follows: \$ 40,000 (the "Donation Property"). To the extent that the Donation is non-monetary, Donor's estimate of its current value is: \$ 40,000.

2. **Intended Use.** It is the intent of the parties that the Donation Property be used by the City for the following purpose: police equipment (the "Intended Use"). Donor acknowledges that the City's use of the Donation Property for the Intended Use may be contingent upon various factors including but not limited to budgeted funds, continuation of certain City programs or facilities, City plans, and other matters. The City's failure to use the Donation Property for the Intended Use for any reason shall not constitute a breach of this Agreement nor entitle Donor to return of the Donation Property.

3. **Acceptance and Delivery.** Upon execution of this Agreement by both parties (the "Effective Date"), the City hereby accepts and the Donor relinquishes all claims to and rights in the Donation Property. Donor shall take any and all additional actions necessary to deliver the Donation Property to the City, to relinquish any of Donor's claims and rights in the Donation Property, and to transfer ownership of the Donation Property to the City.

4. **Donor's Representations.** Donor hereby represents and warrants that Donor is the lawful owner of the Donation Property with full authority to donate the Donation Property to the City as provided in this Agreement. Donor further represents and warrants that all statements and assertions made by Donor to the City in this Agreement and otherwise in relation to the Donation Property are true and accurate to the best of Donor's knowledge.

5. **Indemnification.** Donor hereby indemnifies and holds harmless the City and its elected and appointed officials, employees, and agents, from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs, and other liabilities, including without limitation litigation costs and attorney's fees for trials and appeals, claimed or asserted by or on behalf of any person who is the actual owner or co-owner of the Donation Property at the time this Agreement is executed. This paragraph shall survive termination, expiration, and completion of this Agreement.

6. **Sovereign Immunity.** Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity protections or of any other privilege, immunity or defense afforded to it or any of its officials, employees and agents under the Constitution and laws of the State of Florida.

7. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all previous promises, negotiations, representations, and statements with respect to its subject matter. This Agreement may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

8. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto, and their respective successors in interest and title. No right or cause of action shall accrue under or by reason of this Agreement to or for the benefit of any third party. Nothing contained in this Agreement, whether expressed or implied, is intended, nor shall be construed, to confer upon or give to any person or entity not a party hereto any right, remedy or claim under or by reason of this Agreement or any particular term, provision or condition of this Agreement other than the parties hereto and their respective successors in interest and title.

9. **Governing Law; Venue.** This Agreement is governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in Orange County, Florida.

10. **Severability.** If any particular term, provision or condition of this Agreement, the deletion of which would not adversely affect the receipt of any of the material benefit of this Agreement by either party hereto or substantially increase the burden of this Agreement upon either party hereto, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remaining terms, provisions and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the Effective Date. 12/19/22

CITY OF BELLE ISLE

Signature Travis G. M. M.

Print Name D/C

Position 12/19/22

Date

DONOR: PETE MADRIZ

Signature [Signature]

Print Name N/A

Position/Title (If Donor is an entity)
12/19/22

Date