Toquerville City Policy: Acceptance of Donations and Sponsorships

1. Purpose

Toquerville City may accept voluntary monetary or in-kind donations and sponsorships that support City facilities, programs, services, events, recreation, and community activities. This policy establishes a consistent, transparent process for accepting and recognizing those contributions while protecting the City's integrity, public trust, and decision-making independence.

The City may regulate advertising and signs on City property and should ensure that sponsorship recognition remains appropriate to the public purpose and character of the property.

2. Definitions

1. Donation: A voluntary cash or in-kind contribution to the City for a public purpose, with no expectation of advertising, preferential treatment, or other business advantages.
2. Sponsorship: A monetary or in-kind contribution provided in exchange for limited City recognition, such as a banner, logo placement, verbal acknowledgment, or event recognition.
3. Annual Sponsorship: A sponsorship that provides recognition for one City fiscal year or another defined 12-month period.
4. Event Sponsorship: A sponsorship supporting a specific City-sponsored event or activity, with recognition limited to that event unless otherwise approved in writing.
5. In-Kind Contribution: Goods, services, materials, equipment, labor, or other non-cash support accepted by the City.
6. Recognition: Acknowledgement of a donor or sponsor. Recognition is not an endorsement by the City of a donor, a sponsor, product, service, or viewpoint.

3. General Policy

1. The City may accept donations and sponsorships that serve a legitimate public purpose and are consistent with the City's mission, values, adopted plans, and community interests.

2. All donations and sponsorships are voluntary. No donor or sponsor may receive preferential treatment in:

    - Procurement or contracting;
    - Land-use, zoning, permitting, licensing, or code-enforcement decisions;
    - Utility, fee, tax, or assessment matters;
    - Employment or personnel decisions;
    - Access to City officials, facilities, programs, or services; or

- Any other governmental decision.

3. A donation or sponsorship does not create a contract, partnership, agency relationship, exclusive right, naming right, or continuing obligation unless specifically approved in a written agreement.
4. The City retains sole discretion over the design, wording, placement, duration, and removal of all sponsorship recognition.
5. The City may decline, return, or discontinue any donation, sponsorship, banner, sign, or recognition that does not comply with this policy or is not in the City's best interest.

4. Eligible and Ineligible Donations and Sponsorships

4.1 Eligible Contributions

The City may accept cash or in-kind contributions for purposes including:

- Parks, trails, ballfields, recreation facilities, and public spaces;
- Youth sports, recreation, arts, and community programs;
- City events, celebrations, and public activities;
- Public safety, beautification, and community improvement projects;
- Equipment, supplies, materials, or services that benefit the City; and
- Other public purposes approved by the City.

4.2 Contributions the City May Decline

The City may decline a donation or sponsorship if it:

- Is illegal or inconsistent with applicable law or the City's established public purposes;
- Could reasonably create an actual or perceived conflict of interest;
- Creates unreasonable financial, administrative, operational, or maintenance obligations;
- Includes conditions that are impractical, unduly restrictive, or inconsistent with City operations;
- Fails to comply with the City's established sponsorship eligibility or recognition standards; or
- Includes proposed recognition or signage containing speech that is not protected by the First Amendment, including legally defined obscenity, true threats, defamation, fraud, incitement to imminent lawless action, or speech integral to criminal conduct.

5. Approval Authority

1. Administrative Approval. The City Manager may accept routine donations and sponsorships valued at up to $50,000, provided they comply with this policy and are recorded by the Treasurer.

2. City Council Approval. City Council approval is required for:

    - Cash or in-kind donations or sponsorships valued above $50,000;
    - Donations involving real property, permanent improvements, naming rights, long-term commitments, or unusual conditions;
    - Sponsorship agreements longer than one year;
    - Sponsorships that require an exception to the standard recognition package; or
    - Any contribution referred to the Council by the Mayor, City Manager, Treasurer, or City Attorney.

3. The City may require a written sponsorship agreement for any contribution, regardless of amount.

6. Sponsorship Levels and Recognition

The City may offer annual sponsorship opportunities for City ballfields, parks, recreation facilities, or other designated City property. Sponsorship amounts and benefits may be reviewed annually by the City Council or through the annual fee schedule or budget process.

1. Gold Sponsor: $2,000. One prominent 4’x8’ sponsor banner at the City ballfield or other approved City property for one year.
2. Silver Sponsor: $1,000. One 3’x5’ sponsor banner at the City ballfield or other approved City property for one year.
3. Bronze Sponsor: $500. One small 2’x4’ sponsor banner at the City ballfield or other approved City property for one year.
4. One Time Event Sponsor: Any dollar amount or approved in-kind value. Recognition at the sponsored event, which may include a verbal acknowledgment, logo placement on event materials, recognition signage, or another City approved method. Recognition ends after the event unless otherwise approved in writing.

6.1 Banner Recognition

1. Annual sponsors at the Gold, Silver, or Bronze level may receive banner recognition at the City ballfield or another City-approved property, subject to available space.

2. Banner placement is not guaranteed at a particular location. The City will determine the location, orientation, size, installation method, and duration based on safety, visibility, consistency, maintenance needs, and available space.

3. The sponsor is responsible for the cost of banner design, production, replacement, and delivery unless otherwise agreed to in writing.
4. All banners will:
    - Meet City-approved size, material, color, and installation specifications;
    - Contain only the approved sponsor name, logo, contact information, or brief business description;
    - Avoid pricing, coupons, calls to purchase, political messages, and other promotional content beyond basic acknowledgment;
    - Be professionally produced and in good condition; and
    - Be submitted to the City for approval before production and installation.
5. The City may remove a banner that becomes damaged, faded, unsafe, non-compliant, or inconsistent with this policy. The City is not responsible for loss, theft, vandalism, weather damage, or ordinary deterioration.
6. Unless otherwise stated in the sponsorship agreement, annual banners will be displayed for up to 12 months from installation or through the end of the applicable sponsorship period.

6.2 Event Recognition

1. One-time event sponsorship recognition will be limited to the specific event or activity supported.
2. The type of recognition will be based on the sponsorship level, timing of the contribution, available space, and event needs.
3. The City may recognize event sponsors through one or more of the following:
    - Event signage;
    - Event program or flyer;
    - Event webpage or social-media acknowledgment;
    - Public announcement or verbal recognition;
    - Sponsor table or booth space, if approved; or
    - Other reasonable recognition selected by the City.
4. The City does not guarantee recognition in materials that have already been printed, posted, or distributed before the sponsorship is approved.

7. Sponsorship Solicitation and Selection

1. City employees and officials may solicit sponsors for authorized City programs, facilities, or events.
2. Sponsorship opportunities should be offered on fair and consistent terms. When practical, the City should make sponsorship opportunities publicly available rather than reserving them for a preferred business or individual.
3. The City may limit the number of sponsors, banner locations, sponsorship categories, or recognition opportunities based on facility capacity, event needs, safety, aesthetics, and City operations.
4. The City may give reasonable priority to:
    - Sponsors renewing an existing annual sponsorship before its expiration;
    - Sponsors whose support aligns directly with the activity or facility; and
    - Sponsors that provide the greatest public benefit, subject to the City's discretion and applicable law.
5. No City employee or official may use a donation or sponsorship request to pressure a person or business to contribute.

8. Conflict of Interest and Procurement Safeguards

1. City officials and employees involved in reviewing, soliciting, accepting, administering, or recognizing donations and sponsorships must disclose actual or potential conflicts of interest and comply with applicable Utah ethics and conflict-of-interest requirements.
2. A donation or sponsorship must not be used to influence, or appear to influence, a City decision.
3. A donor or sponsor with an active bid, proposal, contract negotiation, development application, land-use application, permit request, code-enforcement matter, or other pending matter before the City may be subject to additional review, deferral, or rejection.
4. Acceptance of a donation or sponsorship does not waive procurement requirements. Any future City purchase of goods or services from a sponsor must comply with applicable procurement laws and City purchasing policies. Utah's procurement framework specifically recognizes philanthropic donations and event sponsorships in its ethics-related definitions, but City decisions must remain independent and compliant with procurement standards.

9. Financial Administration and Recordkeeping

1. All cash donations and sponsorship payments must be made payable to Toquerville City and received through the Treasurer's Office or another City-approved payment process.
2. The City will issue a receipt acknowledging the amount received, date, donor or sponsor name, and intended purpose, if any.
3. Donations and sponsorship revenue will be deposited, budgeted, accounted for, and spent in accordance with applicable law, City financial policies, and any lawful restrictions accepted by the City.
4. In-kind contributions must be documented with a reasonable estimated value, description, intended use, and any associated conditions.
5. The City will maintain records of:
    - Donor or sponsor name;
    - Contribution amount or estimated in-kind value;
    - Purpose and restrictions;
    - Sponsorship level and recognition provided;
    - Approval documentation;
    - Any written agreement; and
    - Dates of banner display or event recognition.
6. Donations and sponsorships are public records to the extent provided by Utah law.

10. Donor and Sponsor Recognition Disclaimer

All sponsorship materials, agreements, banners, websites, and event recognition should include, where practical, the following statement:

"Recognition of a donor or sponsor does not constitute endorsement by Toquerville City of the donor, sponsor, its products, services, or viewpoints."

11. Termination, Removal, and Refunds

1. The City may terminate a sponsorship agreement or remove recognition at any time if:
    - The sponsor violates this policy or the sponsorship agreement;
    - The recognition becomes inappropriate, unsafe, damaged, or noncompliant;
    - The sponsor's conduct could reasonably harm the City's reputation or public trust;
    - The City needs to alter, repair, renovate, close, or repurpose the facility or event location; or

- Continued recognition is not in the best interest of the City.

2. The City will determine whether any refund is appropriate based on the circumstances, remaining sponsorship term, costs incurred, and the applicable agreement.
3. The City may remove or relocate banners temporarily or permanently for maintenance, construction, emergencies, City events, safety needs, or operational reasons without compensation.