Mission Statement of the Cedar Valley Arboretum & Botanic Gardens:
The mission of the Cedar Valley Arboretum & Botanic Gardens is to enhance the quality of life for all individuals through horticulture. We seek to enrich life by nourishing and sharing the beauty of the natural world, the joy of gardening, knowledge of plants, and the diversity of our world.

Purpose of Gift Acceptance Policy:
The purpose of this policy is to ensure that the solicitation of businesses, foundations, families and individuals will be made to further the mission, goals and objectives of the Cedar Valley Arboretum & Botanic Gardens (hereinafter referred to as “the Arboretum”) in accordance with ethical business and development practices.

Arboretum Staff and the Board are responsible for all fundraising activities, including management of office operations to support fundraising. All information concerning the donor will be kept strictly confidential unless permission is obtained from the donor to release such information.

Gift Acceptance Policy:
The following policy will work as a guide for both Arboretum representatives and donors.

1) Any person seeking gifts for the Arboretum will:
   a) act with integrity and high standards of conduct.
   b) keep all communication and activities with prospective donors confidential.
   c) facilitate acknowledgement recognition of donations between the Arboretum and donor.
   d) follow government regulations.
   e) be led by the spirit of philanthropy without implied promise of future business, threat of withdrawal of business or direct compensation.
   f) obtain legal counsel in all matters pertaining to planned gifts, multiple donors, multiple transactions, operating businesses, unusual assets and conditions, and will execute no agreement, contract, trust or other legal document without the advice of legal counsel.
   g) pursue grant monies through appropriate foundations and government funding sources in areas that enhance services provided by the Arboretum.
   h) inform, serve, guide or otherwise assist the donor or entity in achieving intended philanthropic purpose, and never, under any circumstances, exercise undue pressure or methods of persuasion.

2) Any person or entity donating to the Arboretum will:
   a) receive no direct benefit and will require no compensation in return beyond an assurance that the intent of the gift will be honored.
b) comply with the Mission Statement of the Arboretum and understand the Board of Directors (hereinafter referred to as “the Board”) will determine if the donation is in compliance with the mission.

c) agree and sign a written “Statement of Gift Intent” for restricted gifts.

d) be informed when the needs, policies and circumstances of the Arboretum change in unforeseen ways over a long span of time.

e) understand the Arboretum must have the flexibility to use restricted gifts in the best interest of the organization and in accord with the donor’s wishes.

3) Gifts will be declined by the Board if they:

a) are overly restrictive in purpose or include unreasonable restrictions that would inhibit the Arboretum from seeking gifts from other donors.

b) do not meet goals and/or expectations of the Arboretum’s annual or long-term planning.

c) require the Arboretum to commit itself to employing a particular person.

d) expose the Arboretum to financial liability.

e) are made primarily to gain a material benefit for the donor.

f) discriminate based upon race, religion, gender, sexual orientation or affiliation, age, national origin, color, disability or other bases prohibited by law.

4) In general, the donor will be responsible for employing and compensating tax and legal counsel.

5) If tax and legal counsel fees are paid by the Arboretum, the following guidelines will be observed:

a) The Arboretum will pay fees only when it will reap significant benefit from the gift and the donor believes it is proper for the Arboretum to bear all or part of the fees required to complete the gift. Such fees will be paid only with the prior approval of the Board.

b) Fees must be directly related to the completion of a gift and should be reasonable and shall be limited to:

i) Appraisal fees by persons competent to appraise the property and who have no conflict of interest.

ii) Legal fees for document preparation. An itemized hourly billing should be provided.

iii) Accounting fees related to the transaction. An itemized hourly billing should be provided.

iv) Fees for financial planners. Financial planners must attest in writing that they are being compensated only for services rendered and not for the sale of products to clients.

c) If the persons receiving fees were initially employed by the donor, the Arboretum will notify the donor that its payment of such fees may result in taxable income to the donor in the amount of fees paid.

d) If the Arboretum retains consultants to assist a donor, the Arboretum will inform the donor that any documents or advice should be reviewed by the donor’s legal counsel before the gift is completed.
6) The Arboretum will not stipulate the value of gifts. A qualified appraisal must be obtained at the donor’s expense if the value of a donated item is thought to be in excess of $5,000. The Arboretum will accept the acknowledged donations valued at less than $5,000 with the stipulation that the valuation is the donor’s responsibility.

7) All gifts to the Arboretum must comply with IRS requirements.

8) Types of Acceptable Gifts
   The Board will determine that gifts received are made for philanthropic purposes consistent with the mission of the Arboretum. The Board will only accept restricted and unrestricted gifts whose purpose is to benefit the Arboretum and reserve the right to decline any gift which it believes is not in its best interests.

   All monies less than $500.00 not solicited through a grant or Arboretum solicitation program will go directly to the Arboretum’s operating budget if not otherwise restricted. Designation for unrestricted monies more than $500.00 must be approved by the Board.

   a) Cash Gifts
      Cash gifts are the foundation of support to the Arboretum. Donors are encouraged to contribute cash and will be accepted regardless of amount. The value of the cash gift is the face value of the cash and will receive a receipt for the gift. In no instance will a gift date of record be earlier than the postmark date.

   b) Check Gifts
      Checks shall be made payable to the Cedar Valley Arboretum & Botanic Gardens. Checks made payable to an employee, agent or volunteer for the credit of the Arboretum cannot be accepted as a gift to the Arboretum. The value of the check gift is the face value of the check and the donor will receive a receipt for the gift. In no instance will a gift date of record be earlier than the check date or postmark date.

   c) Credit Card Gifts
      The Arboretum will accept gifts charged to Visa, MasterCard, Discover and other credit cards it may designate at a later time. The value of the credit card gift is the face value of the charged amount and the donor will receive a receipt for the gift. In no instance will a gift date of record be earlier than the transaction date.

   d) Matching Gifts
      Individuals making monetary gifts matched by their employers will be recognized by the Arboretum at the level of the combined gift. Both the individual and employer will receive receipts for the amount individually given.

      Individuals making a gift of time and/or talents matched by a monetary gift by their employers will be recognized by the Arboretum at the level of the combined gift. Both the individual and employer will receive receipts for the amount individually given.

      When possible, the Arboretum will include the individual when designating the monetary gift given by the employer. Monies given by the employer cannot be designated when received through one of the Arboretum’s solicitation programs.
e) Tribute Gifts
Cash gifts given in tribute of another person will be credited to the person’s account. The Arboretum will give credit to the donor making the tribute gift and will inform the contact person(s), provided by the donor, of the names who have made gifts and the total received for the account as requested.

Unrestricted amounts $2,000.00 or less will go directly to the Arboretum’s operating budget. Designation for monies more than $2,000.00 must be approved by the Board.

The Board will only accept monies for specific projects that are deemed reasonable and meet the Arboretum’s mission.

f) Plant Collections
Plant collections will be expanded in the future when the accessioning system is completed. In general, the acceptance of plant collections will be up to the discretion of the Director of Horticulture.

g) Tangible Gifts
Tangible gifts include, but are not limited to: works of art, electronic equipment, literary works, motor vehicles and equipment. Such donations will be accepted by the Arboretum only if the Board determines they can be used to further the mission of the Arboretum or are deemed to be readily marketable.

Donated artwork intended for the Arboretum grounds must be in compliance with the Arboretum’s Acquisition of Public Art Policy.

All tangible gifts must be transferred to the Arboretum by the donor. Before the Arboretum accepts tangible gifts, the donor will be informed of the Arboretum’s policy of selling, at best price and as soon as possible, all property that cannot be used by the Arboretum.

In order to receive credit for the donation, the donor must:

i) Complete a “Deed of Gift” document that includes a complete description of the Item(s) being donated; its value; a statement that the donor makes an unconditional gift of the item(s) and transfers not only the legal and beneficial title, but also all other rights associated with the item(s); the donor’s signature; date; and the signature of the Arboretum representative accepting the gift.

ii) Provide an appraisal of the item(s). The donor may have, at his or her expense, the item(s) appraised by a qualified independent appraiser. If the item has not been appraised and is below a minimum specified by tax law, the Arboretum may set a value on it for recording purposes but it will not report this value to the donor if not requested.

h) Gift of Partnership
The integrity and nature of the possible partnership business will be reviewed by the Board to assure it does not expose the Arboretum to:

i) liability debts, negligence on the part of the business.
ii) liability for additional contributions to the partnership.
All partnerships with the Arboretum will be listed in the Annual Report and will be considered a plausible partnership once both parties agree and sign a written contract.

i) In-Kind Gifts
A business that offers to give goods or services to the Arboretum will receive recognition for the value of the goods consumed or services used. The value recorded will be the retail of the good or services and only adjusted to reflect any discount the business routinely offers.

While the time and dollars of many volunteers, committee and Board members help support the Arboretum over each fiscal year, only businesses will be listed as ‘in-kind’ donors in the Annual Report.

j) Gifts of Securities
Securities which are traded on the New York and the American Stock Exchange, as well as other major U.S. Exchanges and the NASDAQ shall be accepted by the Arboretum. A stockbroker will be designated by the Board to handle all gifts of securities. A donated stock is transferred directly to the designated broker who handles the immediate sale of the stock.

Donated securities will be valued consistent with the Internal Revenue Code and its regulations. Any gain or loss resulting from the sale of securities, including commissions, brokerage fees and other costs of the sale, will be borne by the Arboretum. The donor may make an outright, tax-deductible cash contribution to cover such costs.

Gifts of mutual funds and securities should be sold upon donation unless otherwise directed by the Board. It is anticipated that securities will be sold within two business days after their receipt. No commitment will be made to a donor that a particular security will be held without the approval of the Board.

k) Real Estate Gift
The Board will determine the best interest of The Arboretum in accepting the gift. If the proposed gift represents more of a liability than an asset to the Arboretum, then it will not be accepted. The Board can direct the Arboretum to hold, sell or manage any gift of property to the maximum advantage of the organization.

The cost of bringing the real estate to date (title, etc.) or transferring real estate will be borne by the donor. A current title opinion will be secured on a recently continued abstract of title. Gifts of land/property in a location not readily available for inspection and maintenance (i.e. a distant state) may be declined.

Mortgaged property may be accepted after considering the following:

i) Amount of basis, mortgage and depreciation recapture

ii) Condition of property, especially in relation to code violation, liens, taxes and environmental deficiencies

iii) Salability
iv) Legal, financial and real estate advice will be sought from the appropriate professional. The Arboretum will designate a broker to work on its behalf.

Arboretum Staff will obtain the following items for the Board’s consideration or acceptance of real estate donations:

i) Exact legal name of donor and federal I.D. number.

ii) Description of property.

iii) Description of any building or other structures located on the property.

iv) Boundary survey of property with location of all structures, easements and encumbrances appearing on the face of the survey.

v) Information regarding existing zoning statutes.

vi) Information on all ingress/egress for the property.

vii) Description of prior use of the property.

viii) Description of use of surrounding property, with specific disclosure of any storage tanks or potential environmental factors affecting the property.

ix) Disclosure of any contemplated or anticipated condemnations, right-of-ways or other actions by municipalities that may affect the subject property.

x) Phase I environmental report on the property, including environmental reports on any structures located on the real estate. A Phase II may be warranted. It is the responsibility of the donor to secure the environmental study at his or her expense.

xi) A schedule describing any liens, encumbrances or title matters affecting the property.

xii) Multiple (or approved) appraisals showing the fair market value of the property current within 180 days.

xiii) Structural and safety inspections.

xiv) Disclosure of amount of existing real estate taxes, insurance premiums and assessments attributable to the property.

xv) Discussion with proposed donor regarding any special arrangements for donor’s fund or other sources to address ongoing expenses for taxes, insurance, assessments, maintenance, grass cutting, security, utilities, etc.

xvi) Specimen of proposed Seller’s Affidavit disclosing any and all tenants, leases, security instruments, graves or cemetery parcels, etc.
Draft of proposed Warranty Deed conveying title from proposed donor to The Arboretum.

Property gifts made to the Arboretum, which require an appraisal summary, may be sold or disposed of at any time. However, if the property is sold or disposed of within two years of the gift, a report of all pertinent facts must be provided to the Internal Revenue Service on Form 8282, within 90 days of the transaction. Therefore, appropriate records of all gifts exceeding $5,000 must be maintained for a minimum of two years by the Arboretum.

10) Donor Recognition:
All gifts, regardless of value, form, or designated use shall be acknowledged by official correspondence from the Board President or official designee. This correspondence represents to the donor the official acceptance of the gift and its terms and conditions as well as official certification of the charitable act for tax purposes. Gifts will be acknowledged as soon as possible.

Acknowledgement of all monetary gifts will include information stating the dollar value of the gift and date of receipt of the gift to provide donors with supporting documentation for tax purposes. Acknowledgements for non-monetary gifts will indicate the number and type of items involved. The document is useable by donors for tax purposes but may not always include valuation information. Gift acknowledgement and receipt will always fall within IRS guidelines.

All on-site gifts will be identified with signage in a color and form appropriate for the project. Signage will be manufactured and paid for by the Arboretum and the text will be reviewed by both the donor and Arboretum staff.

11) Written Agreement
Monetary gifts of more than $500.00 that are received outside one of the Arboretum’s annual solicitation programs may be designated by the donor with approval by the Board. To designate the money, the Board will complete a written agreement in the form of a Statement of Gift Intent (SOGI) with any living donor.

The SOGI provides a record of the donor’s wishes for administering the gift, and as approved by the Board, as described in the document. If the original purpose of the gift cannot be met within the agreed upon time period, the Arboretum will make every effort to consult with the donor to appropriately modify the designated purpose. However, if it becomes apparent to the Arboretum that the gift’s purpose has become no longer necessary, practical, or possible to perform, and consultation with the donor is not possible, the Board may, thereafter, designate the gift funds be used in some other manner.

The Donor may at any time revoke or amend the SOGI with regard to any portion of the gift (up to the entire amount) not yet transferred to the Arboretum. For gift funds received by the Arboretum, the donor and the Arboretum may modify the provisions of the SOGI by mutual agreement expressed in writing.

Written agreement in the form of a SOGI is not required for grants or event sponsorships received by the Arboretum as they are already specified by a contract.
12) Gift Solicitation Programs

a) Annual Appeal Campaign
   The Annual Appeal Campaign solicits regular donors and members for year-end cash gifts to cover the annual operating budget.

b) “Friends of the Arboretum” Membership Drive
   Arboretum memberships correspond with the calendar year with renewal solicitation letters sent beginning of each year.

c) Tribute Program
   The Arboretum’s Tribute Program provides a meaningful way to honor people and significant life events.

13) Arboretum Endowment
   The Arboretum has established an endowment fund at the Community Foundation of Waterloo/Cedar Falls and Northeast Iowa. All donated dollars are invested and only the income from the fund is granted out.

   “Endow Iowa” legislation makes donors to the fund eligible for a 20% state tax credit in addition to the normal federal and state deductions for charitable giving. To receive the tax credits, the fund must be endowed with a community foundation that meets National Standards, like the Community Foundation of Waterloo/Cedar Falls and Northeast Iowa.

14) Event Sponsorship
   Local businesses are solicited to cover the costs of special community-wide events held at the Arboretum. The specific levels and benefits of sponsorship for each event are determined on the needs of the event. Sponsors will be recognized in the Annual Report.