



LAKESHORE COMMUNITY
Foundation

gather . grow . give

Designated Fund Agreement

This fund agreement (“Agreement”), effective _____ between the City of Manitowoc (“Donor”), and Lakeshore Community Foundation, Inc. (“Foundation”), establishes a **designated fund**. Any property transferred to the Foundation for the creation of this fund, or transferred in the future, represents an unconditional and irrevocable gift and is subject to the Foundation’s Gift Acceptance Policy.

1 Fund Name

Please choose a name for your fund.

Eternal Flame and Veterans Memorial Fund (“Fund”)

Fund Name

- Check here if you wish all grants from the Fund to remain anonymous.
 Check here to authorize the Foundation to use the Fund name in Foundation materials.

2 Purpose

In the space provided, please describe the designated charities the Fund will support, the respective percentage of the spendable amount designated for each named charity, and the respective stated purpose if applicable.

Distributions from the Fund shall be used for the fuel, maintenance and preservation of the Manitowoc County Eternal Flame Memorial and Manitowoc County Veterans Memorial. The Manitowoc County Eternal Flame Memorial is located in the NW1/4 of SE1/4 of Section 19 T19N R24E being west of Lot 4, Blk 27 of AW Buels Subd located in the Right of Way, in Manitowoc, Wisconsin. The Manitowoc County Veterans Memorial is located in Parcel 181-027-000 Lots 1, 4, 5 of Blk 27 and abutting part of vacated street all being in AW Buels Subd, in Manitowoc, Wisconsin.

Should the Fund generate annual spendable amounts that exceed the annual fuel, maintenance, and preservation needs of the Manitowoc County Eternal Flame Memorial and Manitowoc County Veterans Memorial, the Foundation, at its discretion, may seek competitive grant applications for the maintenance and preservation of other veterans memorials located within Manitowoc County, Wisconsin. The Foundation shall determine grant recipients for such distributions, if any.

The Fund shall be permanently endowed, and distributions from it may not vary from the terms of this Agreement.

3 Contributions

The minimum initial contribution to establish a fund is \$25,000.00. Additional gifts can be made in any amount, at any time, by the **City of Manitowoc or Manitowoc County only**, unless otherwise approved by the Foundation or made by will, bequest, or trust. Third party contributions to the Fund shall be made payable to the **Eternal Flame Fund, care of City of Manitowoc or Eternal Flame Fund, care of Manitowoc County Veteran’s Service Office**, and subsequently, no more than two times per

month, these municipalities shall issue checks payable to the Foundation for deposit to the Fund. Such assets, together with any additional assets as may be from time to time transferred and accepted by the Foundation, and all undistributed income from the foregoing property, shall be the property of the Foundation to be held and administered as provided in this Agreement. If making a contribution of multiple securities or assets, please attach pages as needed. All contributions are subject to the Foundation's Gift Acceptance Policy.

✓ Fund shall begin as a grow-a-fund. See Grow-A-Fund Addendum.

✓ Check for \$5,000 from the City of Manitowoc

4 Spendable Amount

The Foundation's Board of Directors shall appropriate an annual spendable amount, after the close of each calendar year, as it deems prudent, for the charitable purposes of the Fund. Distributions from the Fund shall be governed by the Foundation's Grant Guidelines and Procedures and shall be made in accordance with the Foundation's Spending Policy, as amended from time to time, and the terms of this Agreement. The current Spending Policy states that if the Fund's market value is below its Historic Dollar Value ("HDV"), which is the sum of all contributions to the Fund, adjusted for inflation, spending from the Fund shall be suspended until the Fund value recovers to its inflation adjusted HDV and reaches a minimum to support grants. All distributions are subject to approval by the Foundation's Board of Directors.

Distribution Procedures:

All distributions from the Fund shall be made payable to the City of Manitowoc or Manitowoc County, from the annual spendable amount, for qualifying expenses that are incurred by the City of Manitowoc or Manitowoc County only. The City and County shall provide qualifying expense receipts to Foundation for reimbursement. Qualifying expenses must be directly related to the maintenance and preservation needs of the Manitowoc County Eternal Flame Memorial and Manitowoc County Veterans Memorial as described in "2 Purpose" of this Agreement. Fuel, maintenance, and preservation for the Manitowoc County Eternal Flame Memorial will be the first priority for spendable funds. Fuel will be billed to the City of Manitowoc. The Foundation will advise the City and County of the annual spendable amount, if any, from the Fund, during the first calendar quarter of each year. Spendable amounts may carry forward from year to year.

5 Donor Information

Please provide contact information for the Donor(s) to the Fund.

City of Manitowoc – Eternal Flame Fund
900 Quay Street
Manitowoc, WI 54220

Manitowoc County Veteran's Service Office
1701 Michigan Avenue
Manitowoc, WI 54220

6 Succession Plan

Donor may request that if the designated organization(s) can no longer be supported, for example dissolution of an organization or loss of its tax exempt status, any assets remaining in the Fund be administered in any or all of the ways set out below. The total percentage should equal 100.

- ✓ Transfer 100% of the Fund's assets to create a field of interest fund at the Foundation to benefit qualified charitable organizations in the field of: veteran support organizations and memorials.

7 Investments and Fees

A. Investments. For the purposes of investments, the Foundation does not segregate the assets of any single fund from the assets of the Foundation's other component funds. However, the Foundation will keep a separate account of the Fund's share of the assets, and the Fund's proportionate share of all investment earnings and investment and custodial fees. Control over the investment of the Fund shall be exercised exclusively by the Foundation.

B. Administrative and Investment Fees. The Foundation shall assess a reasonable administrative fee for its services. This fee is paid directly to the Foundation from the Fund. In addition, each fund pays a proportionate share of all investment fees incurred by the fund. Administrative fees shall be established by the Foundation's Board of Directors from time to time.

Investment fees shall be established in accordance with investment manager contractual agreements. All of the fees are annual fees assessed on a quarterly basis. Fees are determined and assessed against the Fund in accordance with the then current fee schedule at the time the fee is assessed.

8 Signatures

Please read the additional provisions below.

Policies. *The undersigned have received and reviewed this Agreement and agree to the terms thereof and Foundation policies referred to in this Agreement.*

Irrevocable Gifts. *The undersigned understand that any contribution to a Foundation fund represents an irrevocable gift, subject to the legal and fiduciary control of the Foundation's Board of Directors, and furthermore, Donor may not materially restrict how the Foundation uses a contribution or the income from a contribution.*

Investments. *The undersigned understand that investments will be administered in accordance with the policies of the Foundation. The undersigned acknowledge that the investments in the Fund are subject to market fluctuations, and that the Foundation does not guarantee a particular fair market value or rate of return on contributions that are invested, nor does it promise to hold a contributed asset until it can be liquidated for a particular price. Fund statements are typically mailed annually, to the Donor, after the close of each calendar year.*

Governance. *The undersigned understand that the Fund to be established pursuant to this Agreement will be subject to the provisions of the Articles of Incorporation, Bylaws, and other governing instruments of the Foundation, including the power reserved by the Board of Directors to modify any condition or restriction on the distribution of funds for any specified charitable purpose or to specified organizations if, in its sole judgment, without the necessity of the approval of any other party (and notwithstanding any provisions of the Wisconsin Uniform Prudent Management of Institutional Funds Act, Section 112.11 Wis. Stats., or any successor thereto to the contrary ("UPMIFA")), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served by the Foundation.*

For Donors. *The undersigned understand that no tangible benefits or privileges from grantees of the Fund will be accepted nor passed on to any donors or related parties of this Fund.*

The undersigned hereby certify that all information presented in connection with this Agreement is accurate to the best knowledge of the undersigned and will promptly notify the Foundation in writing of any changes, except that no such notification will modify this Agreement without the Foundation's written consent.

Donor

Signature
Mayor Justin M. Nickels

Date

Donor

Signature
City Clerk Deborah A. Neuser

Date

Lakeshore Community Foundation, Inc.

Signature
Rachel E. Wiegert, Executive Director
Name & Title

Date