

FRANK H. GEORGE Endowment Agreement
as of July 1, 2011

THIS ENDOWMENT AGREEMENT is between James P. George (Donor) and the "Appearance Commission" of /and the Town of Pine Level, N.C. The Donor wishes to create an endowment of Twenty five thousands (\$25,000.00) as of June 30 , 2011 to an endowment fund and agreement with the Pine Level Appearance Commission **IF APPLICABLE** or the Town of Pine Level, NC shall administer. This endowment is created in honor of Frank Hobart George, father of the donor. All persons and organizations making contribution to this endowment fund and those who administer it shall be bound by the terms of this Agreement.

Terms of Agreement:

1. **Name of Fund:** The endowment fund hereby created shall be known as the Frank H. George Beautification Fund hereafter referred to as the **F. H. George Fund**.

2. **Investment and Expenditure of Principal and Interest:** It is the intent and purpose of the parties to this Agreement that the principal of twenty five thousand dollars (\$25,000.00) as of June 30, 2011 and subsequent additions will be maintained in perpetuity as a permanent endowment fund. The income from said principal is to be used to support projects undertaken by and at the direction of the Appearance Commission, consistent with the provisions of this Agreement. Only The Town of Pine Level **shall be** responsible for the investment of the funds, the security of the funds, and disbursement of the funds from the endowment.

3. **Purpose and uses of the Funds:** The Fund is to be used to support beautification projects undertaken by **individuals (first priority)**, civic clubs, non-profit organizations, (including churches), Appearance Commission or its successor, and the Town of Pine Level to beautify "**neighborhoods**" and other public places in the Town of Pine Level. To that end, **ONLY** the Appearance Commission or theTown can **ONLY** expend the annual interest income from the endowment principal during any given fiscal year toward approved projects in that fiscal year. Any interest income that is not either spent or encumbered by the end of the fiscal year in which it is earned shall be added to the principal endowment to ensure growth of the Fund, to account for inflation and to assure that the interest earnings are being spent annually. The term "encumbered" shall mean that a purchase order has been issued prior to June 1st of the fiscal year and that the bill is rendered for payment by June 30 the. The term "fiscal year" shall mean the Town of Pine Level's fiscal year. This Fund is "an **ADDITION**, not to supplant any other funds". The endowment fund is not to be spent!

4. **Types of Projects:** The type of project on which the interest income may be expended in this Agreement is as follows:

a. Planting of trees, shrubs, bushes, flowers, vines, vegetable gardens, flower gardens and grass lawns. The cost of labor, materials, transportation and other site preparation expenses (including cutting down trees and grinding up their stumps for replacement only of another tree).

b. Funds may also be expended for **OUTDOOR** hanging baskets and their contents, benches, seating, flower planters, sculptures, statues, special lighting, special audio, clocks, rock gardens, water gardens or pools, relief stations (privies) including pet refuse stations, fountains, large concrete planters, ornamental street signs, "Welcome to Pine Level" town limit entrance signs, murals (including reliefs), decorative sidewalks or street treatments, hanging street banners, U.S. flags {Stars & Strips} (BUT not any U.S. flags for US 70 Bus. or Peedin Ave.) and commemorative plaques with base in town parks only.

c. The cost of inserts in town mailings and newspaper ads will be a legitimate expense to the F.H. George Fund.

d. Any items **NOT LISTED** in the above three (3) sections (a, b and c) are **FORBIDDEN** as a qualified expense.

e. All projects must be within the public rights-of-way, or public property within the contiguous municipal boundaries of the Town of Pine Level.

f. Any party utilizing these funds for projects will be responsible for property damages, misfeasance, misappropriation of funds and/or property and shall not hold the Town of Pine Level liable for such actions.

g. If the recipient of the funds is any party other than the Town of Pine Level, that individual or group will be responsible for the maintenance of the project upon completion. This includes regular pruning, watering, and other necessary actions to maintain the project in its original condition.

h. These funds cannot be used for salaries of town employees. The Town of Pine Level is to assume responsibility for future repairs and maintenance to infrastructure items (item 4.b.) that are installed under this agreement from the Town's own general operations budget.

5. The Appearance Commission, Town of Pine Level, civic organizations, non-profit organizations and individual town citizens (**first priority**) shall have a **right to request** funding for a specific project by a specified deadline date by application form. (See Exhibit A).

6. In view of the fact that the Appearance Commission has the **plenary authority** to disburse these funds--- **ONLY** the Appearance Commission can approve projects or expenditures from this Fund. If there is **NO** Appearance Commission, then **ONLY** the The Mayor can approve projects and expenditures. Neither town department supervisors nor anyone else may approve projects or expenditures. The Town Council may **reject** any projects. All parties must request projects through the same application process to the Appearance Commission. The Appearance Commission and Town **MUST** make a "good faith effort" at least annually to notify the town citizens, civic, and non-profit organizations of the availability of these funds including but not limited to:

a. The Town **MUST** post on its Internet Web site an **application** form which can be down loaded or printed. (See Exhibit A). Also the “**purpose and use of funds**” and “**type of projects**” items **4a, 4b** and **locations**. Also a telephone number to secure an application by U.S. mail. (See Exhibit B).

b. The Town **MUST** place the **first sentence** in item 4a at least four (4) times annually in April in the local newspaper [The or its successor]. (See exhibit C) {Legal Notice}.

c. The deadline for individuals, civic, and non-profit organizations SHALL preferably be July 1st, but at the latest---the First Appearance Commission meeting of the new fiscal year! The Town and Appearance Commission must submit applications at or after the First Appearance Commission meeting of the new fiscal year.

d. The cost of the town insert mailings and newspaper ads WILL BE a legitimate expense to the F.H. George Fund.

e. This agreement **MUST** be posted in its entirety (including exhibits) on the Town Web site. (Legal Notice)

7. The Appearance Commission may make funds available to the applicants set forth in paragraph 5 by any of the following methods:

- a. Direct grants; or
- b. Reimbursement of expenditures after completion of projects, or
- c. Matching funds for projects.

All expenditures must comply with state and town laws, ordinances, and regulations.

8. The Appearance Commission may:

- a. Set monetary limits;
- b. Request necessary data, such as site plans, description, cost estimates, photos, and time schedule as part of the application process;
- c. Specify live plant types;
- d. Specify shape, size, colors, materials, etc. of non-plant projects.

The Appearance Commission is responsible to verify that the expenditure of the funds is in accordance with the approved project application.

9. A copy of this Agreement, Town Community Appearance Commission Ordinance, and the Appearance Commission By-Laws shall be given to each Appearance Commission member and new members as they join the Commission.

10. Within ninety (90) days from the end of the Town's fiscal year, the Appearance Commission **SHALL issue** a detailed annual summary of the income, projects, expenditures, and beginning & remaining balance from the F.H. George Fund for that Fiscal year just ended. This annual report (See Exhibit D) shall also contain a listing of any income for the previous fiscal year. The annual report of the Appearance Commission, a public document under N.C. General Statute 132-1, shall be given to the Town Manager and Town Council and posted on the Town's Internet Web site. The F.H. George Fund shall also be included in the annual financial statements and audit of the Town of Pine Level. Copies of all reports shall be made available to the public upon request. In the event that the Appearance Commission is unable to furnish an annual report, the Town Manager or his designate shall do so.

11. This Agreement may be amended in part or in total with the agreement of the Appearance Commission, the Town Council and the Donor.

12. This Agreement **WILL NOT** be printed nor posted on the town web site in any other language than **ENGLISH** by the Town of Pine Level, the Town Appearance Commission or any of its employees or members.

13. The parties to this Agreement hereby acknowledge that the lawful residents of the Town of Pine Level, collectively and individually, are its intended beneficiaries and that the provisions of this Agreement are to be interpreted to that end. Any lawful resident of the Town of Pine Level shall have standing to enforce the Parties' compliance with the provisions of this Agreement and entitled to legal fees for implantation of this agreement.

14. (a) Upon the unwillingness or inability of the Appearance Commission and /or the Town to administer the Fund in accordance with this Agreement, the Town may assign this Agreement, and the Fund itself, to any legal entity within Johnston County with a demonstrated commitment to preserving and enhancing the beauty of the Town of Pine Level, another municipality in Johnston County and /or Johnston County in a manner consistent with the types of projects authorized in this Agreement.

(b) Upon the failure of the Appearance Commission and/or the Town to administer the Fund in accordance with this Agreement or to assign it in accordance with this Agreement or to assign it in accordance with subsection (a) of this paragraph, the Donor or his designee(s) shall have the discretion to require the Town to assign this Agreement, and the Fund itself, to any legal entity of the Donor or his designee(s) choosing within Johnston County with a demonstrated commitment to preserving the enhancing the beauty of the Town of Pine Level, another municipality in Johnston County, and/ or Johnston County itself in a manner consistent with this Agreement. The Town shall make such assignment within ninety (90) days of notice from the Donor or his designee(s).

(c) In the event the Town fails to assign this Agreement pursuant to subsection(b)

of this paragraph, this Agreement shall be dissolved without further action by the Donor of his designee(s) and the Fund shall automatically revert back to the Donor or his designees(s) in its entirety, provided, however, that any expenditures duly approved pursuant to the terms of his Agreement as of the date one day prior to the Town's receipt of notice under subsection (b) of this paragraph shall be funded in accordance with the provisions of this Agreement. In the event of dissolution of this Agreement under this subsection (c) , The Town shall pay the monies in Fund to the Donor or his designee(s) within (30) days of dissolution.

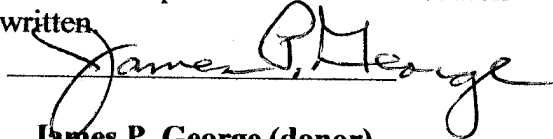
15. The Town of Pine Level shall reimburse the F.H. George Beautification Fund for any misappropriations or expenditures of this Fund not approved in accordance with the provisions of this Agreement.

16. The documents that make up this Agreement consist of the following :

- (a) the terms and conditions as contain herein;
- (b) Exhibit A Application Form (pages 6 & 7);
- (c) Exhibit B Purpose and Uses of the Fund to be posted on the Town Web site (page 8);
- (d) Exhibit C Public Notice to be placed in the local newspaper 4 times annually in April (page 9);
- (e) Exhibit D The Annual Report given to the Town Manager, Mayor and Town Council and posted on the Town Web site (page 10).

IN TESTIMONY WHEREOF, said parties of the first part have hereunto set their hands and seals the day and year first above written

8/17/11



James P. George (donor)

And By:


Town Mayor

8/17/11

Town Manager

 / /

Appearance Commission Chairman

 / /

 (Seal)
Town Clerk