MEMORANDUM

To: Mayor and Members of the City Council

From: Ralph Clark, Interim City Manager
Sean Clark, Parks and Recreation Director
Jon Hawley, Grants Administrator

Date: November 5, 2021

Re: Consideration - Acceptance of George Wood Park grant award

BACKGROUND:

The City of Elizabeth City has won a Public Beach and Coastal Waterfront Access Grant for the George M. Wood Memorial Park Restoration Project. As the Council may recall, this project proposes simple but greatly needed repairs to the deckboards of this park, which is located on the Camden Causeway and remains closed. The grantor, the Division of Coastal Management (DCM), informed the City it had won the grant in late October, and at our requested amount of $92,180. The grant also requires a 10-percent match, or a City contribution of $10,300.

ANALYSIS:

The City must formally accept the grant before seeking bids on the repairs. To start, DCM has requested execution of two documents. They are a contract attachment and a certification of no overdue tax debts. These documents are necessary before DCM can obtain a final contract for us to enter into.

Councilors will recall the City has previously received grants through DCM's Public Access program, most recently for Coast Guard Park. Based on this familiarity with the program, we expect the final contract to largely reflect the terms stated in the contract attachment. We therefore request authorization to execute all necessary documents as they are provided. If there are any unexpected requirements or conditions, City staff will consult with the City Attorney and bring the matter back before council, if necessary.

STAFF RECOMMENDATION:

By motion, authorize the Mayor and City staff to accept the GMW Park award and execute all necessary grant documents.

PUBLIC BEACH AND COASTAL WATERFRONT ACCESS PROGRAM

NC COASTAL MANAGEMENT PROGRAM

CITY OF ELIZABETH CITY
George M. Wood Memorial Park Restoration
2021 - 2022

North Carolina Public Beach and Coastal Waterfront Access Program

Site Location/ Address: south of US Highway 158 West, east of the property at 431 US Highway 158 West

Local Government: City of Elizabeth City

Federal ID #: 56-6000226

Local Administrator of this Project:

Sean Clark, Parks and Recreation Director
200 E. Ward Street
Elizabeth City, NC 27909
252-335-1424 (phone)
sclark@cityofec.com (email)

Project Description:

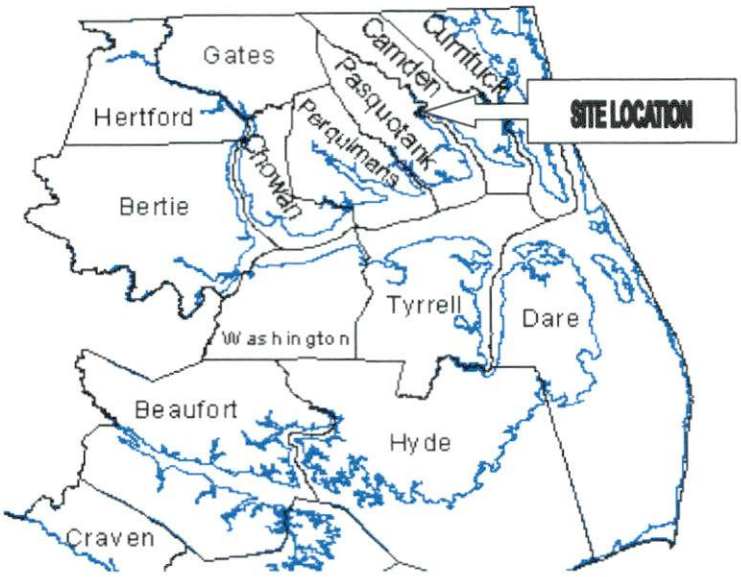
Replacement of approximately 460 linear feet of 6 foot wide pier/boardwalk decking and associated stringers and under-boards, installation of handrails and edge protections on the pier/boardwalk and terminus platform, and installation of a handicapped accessible parking space and associated striping, signage and landscaping.

Site Description:

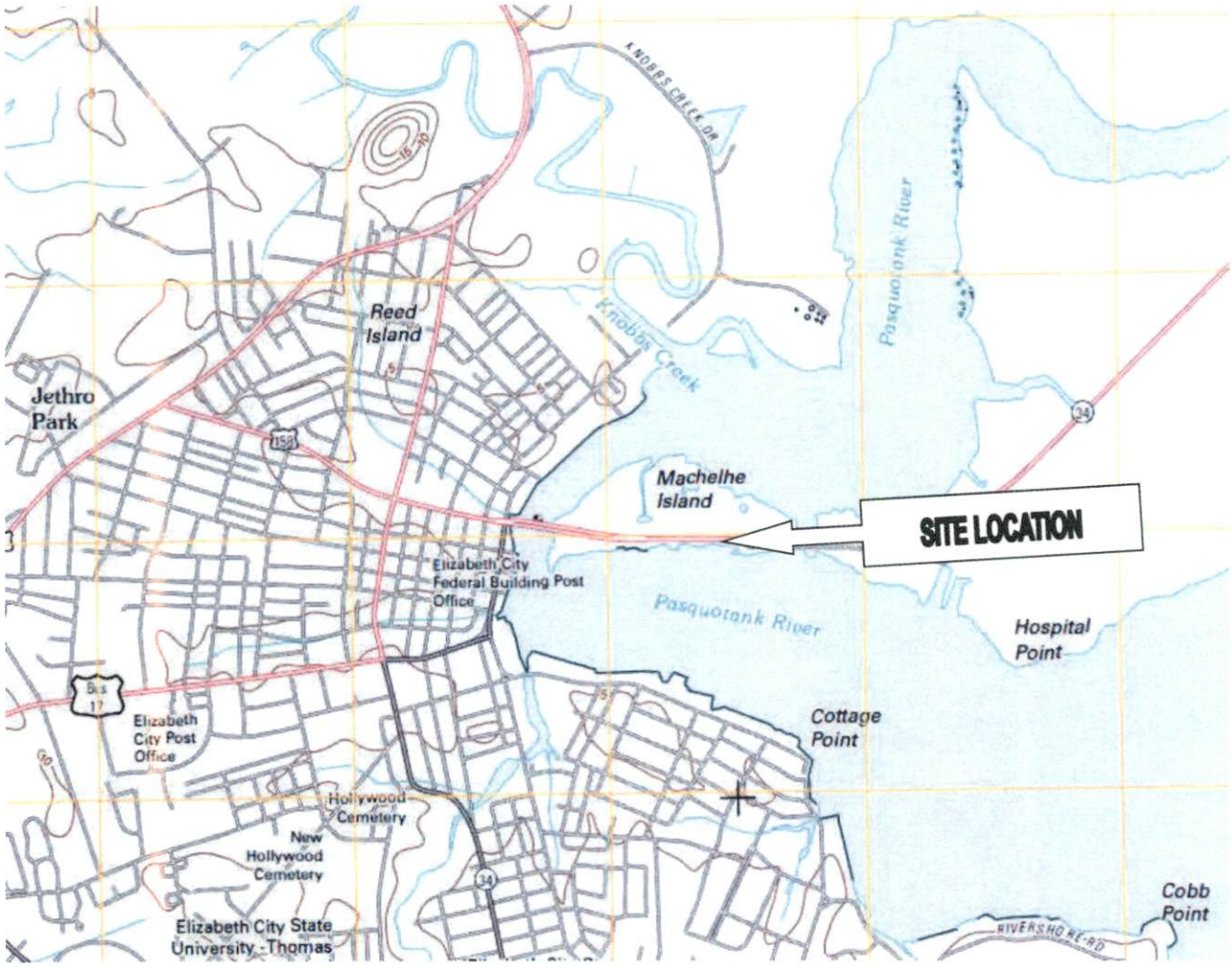
Existing public water access site on the southern portion of an 8 acre parcel that is bisected by US Highway 158. The southern portion is approximately 1.4 acres and has approximately 1,200 linear feet of shoreline along the Pasquotank River.

Existing site improvements on the southern portion include a central pier/boardwalk with a terminus platform, two (2) pier/boardwalk extensions with terminus gazebos and a gravel driveway and parking area.

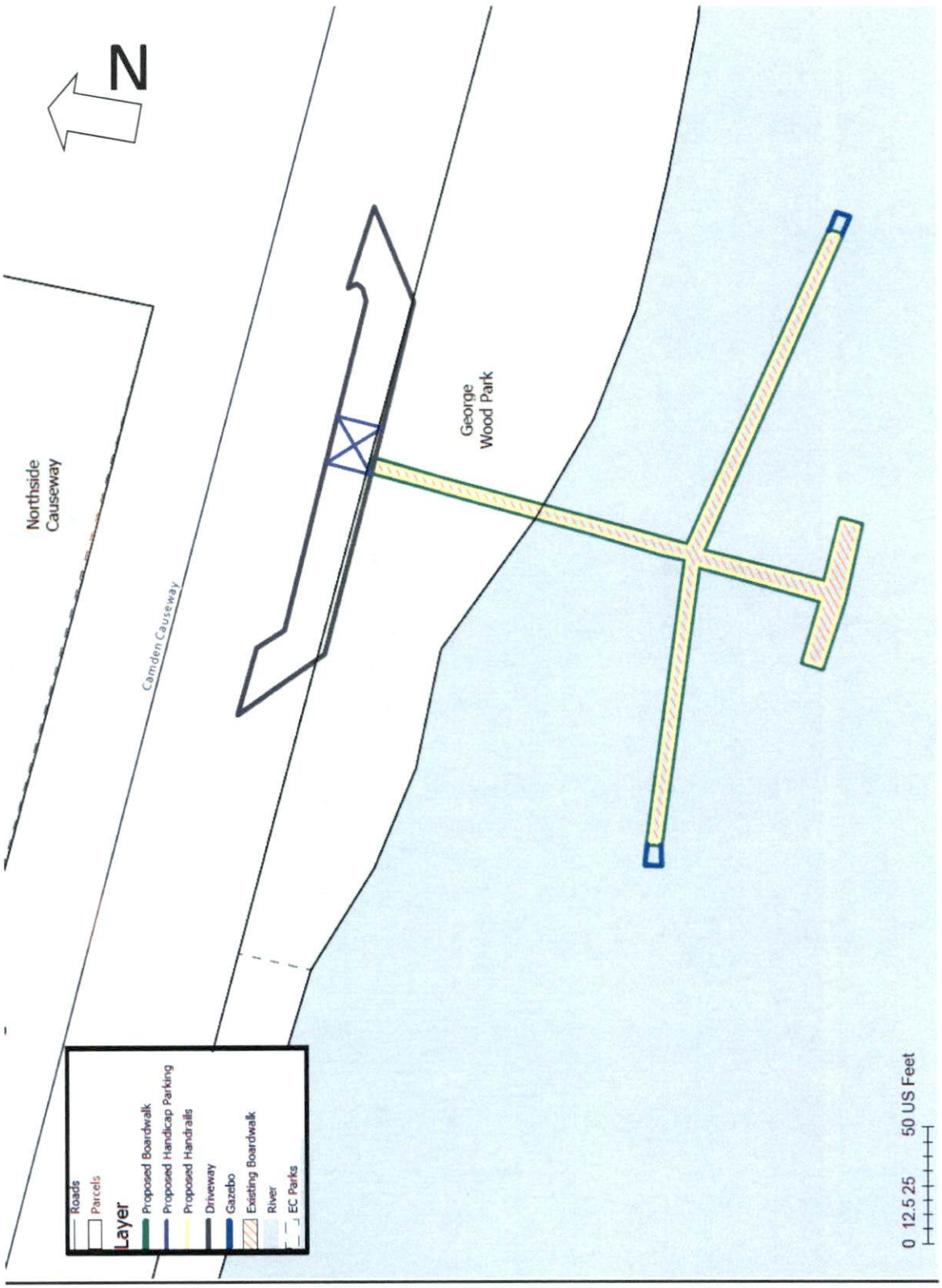
A. REGIONAL LOCATION MAP



B. VICINITY MAP



C. **PROJECT SITE PLAN: Below is the Project Site Plan submitted by the local community. The site plan is provided for reference only. Only those improvements specifically mentioned in the Project Description will be considered under the grant award.**



D. OTHER REQUIREMENTS, GUIDANCE AND CONDITIONS:

1. Costs ineligible for grant award reimbursement or local match, unless specifically included in project description:
   a. Environmental Assessments other than preliminary work associated with site planning and wetland delineation.
   b. Remediation Plans associated with contaminated sites. However, some costs of actual remediation or clean up may be eligible for non-cash in-kind match.

2. Other state and federal requirements:
   a. All utility lines funded with a grant award must be placed underground unless otherwise agreed to within the contract.
   b. All facilities funded with a grant award must comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Prior to closing out a project and receiving final payment of grant funds, the local building official will be required to provide a letter certifying compliance.

3. Project signage, retention of use, and operation and maintenance:
   a. The community is required to install CAMA public access signs at the project site(s). The State will provide these signs at no cost to the community.
   b. Any future improvements, modifications, or changes to the project site are required to be subject to full review and approval by DEQ/DCM. This can include any changes that require permits or any modifications (reductions or additions) to recreational amenities. Unapproved changes to the project site may be or can be the cause for DEQ to seek repayment of previously granted funds for site acquisition and improvements.
   c. The community is required to allow the inspection of property and facilities acquired or in development pursuant to the grant award by DEQ/DCM to ensure work progress is in accordance with the grant award, including a final inspection upon project completion.
   d. Development plans and specifications are required to be available for review by DEQ/DCM upon request. All significant deviations from the project proposal outlined in the grant award will be required to be submitted to DEQ/DCM for prior approval.
   e. The acquisition cost or fair market value of real property, including interest in donated lands, is required to be based upon the appraisal of a licensed appraiser. The reports are required to be provided for review and acceptance by DEQ/DCM. Grant funds dispersed for acquisition cannot exceed the fair market value of the real property associated with the award.
   f. Any tract or parcel of, or interest in, real property subject to being purchased under the provisions of the grant award that is determined by DEQ/DCM for any reason not to be suitable can be the basis for all obligations of the State to cease with regard to the property associated with the award.
   g. Retention of Use: Any property acquired or developed with grant assistance is required to be retained and used for public access. The community is required to agree to transfer title to any real property acquired with the grant funds to DEQ if the local government uses the property for a purpose other than public access; or the local government shall reimburse the State with an equal percentage of access grant funds, at current market value.
   h. Operation and Maintenance: The community is required to agree to operate and maintain solely at its own expense, insofar as it is legally empowered to do so, for as long as they exist, the facilities and areas covered by the grant award contract. Acquired or developed property is required to be operated and maintained as follows:

1. The property must be maintained in such a manner that DEQ/DCM finds it to appear attractive and inviting to the public.
2. Sanitation must be kept at reasonable standards for public use. Fire protection and other similar services must be maintained in accordance with applicable state and local public health standards.
3. Properties must be kept reasonably safe for public use. The community will determine the level of maintenance and supervision necessary to maintain the facility in a safe condition.
4. Buildings, roads, and other structures and improvements must be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration and not to discourage public use.
5. Buildings, roads, and other structures and improvements must be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
6. Reasonable user fees may be assessed, as long as those fees are used exclusively for the operation and maintenance of the access facility and/or other public access facilities within the local jurisdiction. Local governments shall provide biannual accounting reports for fees generated by CAMA-funded access sites. Accounting reports may be included in Biannual LUP Implementation Status Reports required under 15A NCAC 7L.0511.

i. Reasonable Use Limitations: The use of property acquired or developed with grant assistance may not be changed from that proposed and approved in the grant award, unless approval is obtained from DEQ/DCM. The community may impose reasonable limits on the type and extent of use of areas and facilities acquired or developed with grant assistance when such a limitation is necessary for maintenance or preservation. All limitations will be required to be in accord with the applicable grant contract.

j. Use of Proceeds of Sales of assisted areas and facilities: The proceeds of sale of assisted areas and facilities will be required to be held by DEQ/DCM or community and be disposed of only in accordance with a plan approved by DEQ/DCM.

4. Notice of Limitations of Use and Restrictions: The community and/or owner of the real property acquired or improved with grant funds awarded is required to file in the office of the local Register of Deeds a Notice of Limitation of Use and Restrictions that sets forth the land-use restrictions outlined in the grant award contract and to provide a copy to DEQ/DCM.

Local Government: Elizabeth City

Project: George M. Wood Memorial Park Restoration

E. BUDGET SUMMARY

	Grant Assistance Requested	Local Cash Contribution	Local In-Kind Contribution	TOTAL
Permit and Design Fees:				
Planning and Permits		*$500*		*$500*
Subtotal	**$0**	**$500**	**$0**	**$500**
Site Improvement Costs: Materials				
Timber and hardware	*$39,455*	*$9,800*		*$49,255*
Concrete and Signage	*$4,450*			*$4,450*
Landscaping	*$2,438*			*$2,438*
Subtotal	**$46,343**	**$9,800**	**$0**	**$56,143**
Site Improvement Costs: Labor				
Replacement of pier/boardwalk decking, stringers and under-boards and installation of handrails and edge protections	*$43,800*			*$43,800*
Installation of handicapped accessible parking space, striping, signage and landscaping	*$2,037*			*$2,037*
Subtotal	**$45,837**	**$0**	**$0**	**$45,837**
TOTAL BUDGET	**$92,180**	**$10,300**	**$0**	**$102,480**
Cost ratios	**90%**	**10%**	**0%**	**100%**

Below is the Project Timeline for improvements under the grant award. Progress monitoring will occur at 6-month intervals for the duration of the 18-month contract. Adjustments to the timeline will require approval by the Contract Administrator.

F. PROJECT SCHEDULE & ACTIVITIES CHART

This chart illustrates grant and local cash match amounts tied to deliverables per project period. Local funds must be spent before drawing down grant funds. Non-cash match is not illustrated or represented in this chart. However, non-cash match documentation must still be reported at the time of project closeout.

PROJECT SCHEDULE & ACTIVITIES CHART

Grant: $ 92,180 **Cash Match: $ 10,300** Non-cash Match: $ 0 **Total Cash: $ 102,480** Total Project Cost: $ 102,480

% of total work to be completed **25%** **Grant funds to be spent:** **$ 15,320** **Local funds to be spent:** **$ 10,300**	Project Period 1 • Contract preparation • Obtain permits • Bid project and select contractor • Begin replacement of pier/boardwalk decking, stringers and under-boards
% of total work to be completed **60%** **Grant funds to be spent:** **$ 61,488** **Local funds to be spent:** **$ 0**	Project Period 2 • Continue replacement of pier/boardwalk decking, stringers and under-boards • Begin installation of handrails and edge protections
% of total work to be completed **15%*** **Grant funds to be spent:** **$15,372** **Local funds to be spent:** **$0**	Project Period 3 • Complete installation of handrails and edge protections • Install handicapped accessible parking space, striping, signage and landscaping • Final inspection • Project closeout

***The final project period includes a holdback of 10% of the grant award, which is retained until a closeout packet is received and approved by the District Planner/Contract Administrator.**

G. PROJECT/CONSTRUCTION/PROCESSES/REPORTING BY THE APPLICANT

1. The project will be required to be completed consistent with 15A NCAC 7M SECTION .0303 as are all deliverables outlined in the "Project Schedule and Activities Chart".

2. The DEQ/DCM will withhold the initial payment of grant funds until the community has documented expenditure of the local cash match sum. The in-kind services match is to be documented by the community and delivered to DCM with contract closeout materials.

3. Consistent with the "Project Schedule & Activities Chart", the community will be required to submit reports as to the status and progress of the project. The local District Planner (Contract Administrator) will provide the periodic and final closeout report form templates.

4. Grant funds will not be disbursed until a Title Opinion for the site has been submitted to and approved by the local District Planner/Contract Administrator.

5. No construction credited towards the grant is to occur prior to the receipt of all required local, state, and federal permits. Coordination with permitting agency personnel will be required to assure the least amount of impact on coastal resources.

6. If the community subcontracts with a company engaged in another project(s) for the locality, all accounting and reporting specific to the project associated with the grant award will be required to be wholly separate from that of the other project(s).

Reimbursement of project cost:

7. Actual payments of the award will be based on the local District Planner/Contract Administrator's approval of a monitoring report. Final requisitions and invoices for payment will be required to be received by DCM within 30 days after the end of the grant contract period. Upon approval of the closeout packet, the State will release the final 10% as provided for in the contract.

8. The community is required to maintain and make available to DEQ/DCM upon request all bid documents and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DEQ/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and property of all costs incurred under the grant award for a period of six years following project completion, or until an audit has been completed, whichever is later. All accounting records and supporting documents must clearly display the project's contract number assigned by the State.

9. Community will be required to agree to refund to DEQ/DCM, subsequent to an audit of the project financial records by DEQ/DCM, any funds not expended in compliance with the grant contract.

10. Cash and Non-Cash In-kind Contributions (General): Cash and in-kind contributions may be claimed as part of the local government's match when such contributions meet all of the following criteria:

a. Are provided for in the project budget approved by DCM;
b. Are verifiable from the local government's records;
c. Are necessary and reasonable for proper and efficient completion of the project;
d. Are not included as contributions for matching any other state or federally assisted projects or program, except where authorized by state or federal statute;
e. Use of other state or federal funds for local cash match must be identified to ensure that double matching does not occur;
f. Do not include N.C. state sales tax; and
g. Conform to other provisions of these guidelines, as applicable.

In general, in-kind contributions are derived from resources already on hand or from donations, whereas, cash contributions will be utilized to purchase new services or equipment necessary for proper completion of the access project.

11. Cash Contributions: Local cash contributions may be claimed for the following accountable items: planning and project design fees, permit fees, land acquisition (including survey and appraisal), labor (other than local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period.

12. Site Amenities: The cost of other amenities purchased by the local government during the contract period may be included as part of the cash contribution if it is an integral part of the access facility or its construction. Examples include park benches, bike racks, water fountains, trashcans and lights.

13. Rental of Construction Equipment: If the local government must rent construction equipment to complete the proposed project, such as front loaders, graders or dump trucks, rental costs may be included as cash contribution. The purchase of tools, maintenance equipment, office equipment and indoor furniture are not eligible for reimbursement with grant funds. (Also see 17b below)

14. State and Federal Funds: State and federal funds may be counted as cash match, provided the funds are not being used as a match for other programs. Such funds must be identified within the project budget chart. Local government employee salaries do not qualify as cash match, but may be counted toward non-cash in-kind match.

15. In-kind Contributions: Local in-kind non-cash contributions may be claimed for the following accountable items: project design fees, permit fees, land acquisition (including survey and appraisal), labor (including local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period, except as specifically indicated below.

    a. Site Assessments: Title opinions, property appraisals, boundary surveys, and wetland delineations associated with land acquisitions and site improvements may be counted toward in-kind match, provided the costs are incurred within three (3) years of the grant award date. Please note the District Planner/Contract Administrator can require a more current appraisal.
    b. Donations of Property and Services: Land/Structures - If the local government has land that has recently been donated or that will be donated, or structures for an access facility, and the donation is allowed by DCM to be counted as local contribution, the value of the donation for purposes of in-kind contributions shall be established by an independent licensed appraiser. The donor of the land must be a private or non-profit organization, or individual. The community must provide a five-year history of conveyance for the property. Land that is

transferred to the community due to a statute or rule is not considered a donation. If a landowner is proposing to sell land to the community for less than the appraised value, the amount of the donation is the difference between the appraised value and the amount paid by the applicant. Donation to, or acquisition of, the property/structure by the local government must have occurred within five (5) years of the grant award. A long-term easement (more than 25 years from the date of the grant award) of land may also be considered under this guideline.

c. Property Lease: Lease arrangements must be for the life of the project (generally 25 years). When property is leased to the local government for an annual fee, the first year's lease payment may be considered as in-kind contribution.
d. Professional Fees: If the usual fees of a licensed professional, such as architects and engineers, are waived or donated to the local government for work associated with the access project, the fees may be claimed as in-kind contributions. Rates shall be consistent with local pay scales. Partial contribution of a fee (for example, the balance of a discount rate) will not be considered as in-kind match. All volunteer services must be documented by invoice showing the billing rate for the service and the number of hours, and that the charges are forgiven.
e. Construction Equipment: The use of privately-owned construction equipment (graders, loaders, dump trucks, etc.) donated for construction of the access facility may be claimed as in-kind contribution. The use value of the rented equipment shall not exceed its fair rental value.
f. Building Materials, Site Amenities and Landscaping Materials: Building materials (lumber, hardware, marl, etc.), site amenities (benches, bike racks, water fountains, etc.) and landscaping materials (plants, soil, timbers) donated to the project may be claimed as in-kind contribution. The value of any of these goods shall not exceed fair market value at the time of donation. To be eligible as in-kind contributions, the building material, amenities or landscape materials must be an integral part of the original access project as presented in the Final Application submitted to DCM and specified in the contract.

16. FEMA Buyout Properties: Property that was part of a FEMA buyout or other similar mitigation program is eligible for this grant program, provided the original conditions for the buyout is not in conflict with the proposed improvements. Use of recent buyout property's value as non-cash in-kind match may be considered similarly as previously purchased or donated property.

17. Volunteer Services: The eligibility of volunteer services as in-kind contribution is limited to professional engineering and architectural services when those services are not found in the local government. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation, if approved by DCM. When an employer other than the local government furnishes the services of an employee, or when an individual contractor volunteers, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits, as described above), provided these services employ the same technical skill for which the employee is normally paid. All volunteer services must be documented by signed invoice showing the billing rate for the service, number of hours, and a statement that the charges are forgiven.

    a. Excluded from volunteer services are prison labor, court-required community service and other work programs, and volunteer civic groups.
    b. In those instances in which the required skills are not found in the local government, or for other activities specifically approved by DCM, rates shall be consistent with those paid for similar work in the labor market in which the local government competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

18. Site Control: The applicant must own or have at least a 25-year lease or easement on the property where improvements or renovated facilities would be located. The community must submit copies of the deed or of the signed lease or easement, as well as the opinion by the community's attorney, regarding site control as part of the Final Application submittal. *Proposals that include the leasing or acquisition of easements as part of the total project cost must include them in both the project description and budget chart.* Leases and easements shall be recorded in a similar manner as Section D., Condition 4.

19. Joint-Use Agreement: Where property is owned or controlled by another governmental entity or agency, a joint-use agreement may suffice, subject to approval of DEQ. (Also see Section G., Condition 18)

20. When to Take Title to Land/Leases/Easements: All communities must sign a contract with the State *before* accepting title/lease/easement to land that will be accomplished using grant funds, unless otherwise approved by DCM. This also applies to property that is donated to the local government. The exception is when the intent is to use it toward non-cash match.

H. SIGNATURE

Signature: _____

Title: _____

Date: _____

State Grant Certification - No Overdue Tax Debts

Instructions: Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity's Letterhead

[10/XX/21]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the City of Elizabeth City does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1(b).

Sworn Statement:

Bettie J. Parker, Mayor, and Ralph Clark, being duly sworn, say that we are the Board Chair and Interim City Manager, respectively, of the City of Elizabeth City in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

_____
Board Chair

_____
Interim City Manager

Sworn to and subscribed before me on the day of the date of said certification.

_____ My Commission Expires:_____
(Notary Signature and Seal)

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:
NCGrants@osbm.nc.gov-(919)807-4795

[1] G.S. 105-243.1 defines: Overdue tax debt. -Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

MS&NCD Form 0008
Eff. July 1, 2005
Revised July 18, 2006, 7/07, 8/09, 9/11