



North Carolina Division of Parks and Recreation

Governor Roy Cooper

Secretary D. Reid Wilson

October 11, 2022

Mrs. Christy Ferguson
Recreation Director
Town of Holden Beach
110 Rothschild Street
Holden Beach, NC 28462

Dear Mrs. Ferguson:

The Town of Holden Beach has received a grant from the N.C. Parks and Recreation Trust Fund (PARTF) for the Holden Beach Pier project. I am writing to you as the Town's contact person to provide information about administering the grant.

The first step is to execute a contract between Town of Holden Beach and the N.C. Department of Natural and Cultural Resources (DNCR). Enclosed are two copies of the contract. Please have your chief elected official sign and return both copies to me at the address below within 45 days. A representative of DNCR will then sign the contracts and return a copy of the executed contract. Please do not begin work on the PARTF project until you receive the signed contract.

PARTF grants are paid on a reimbursement basis. A local government must first spend its own funds on the project and then be reimbursed. The enclosed PARTF Grant Manual provides further information about accounting and grant administration. The manual is also available at www.ncparks.gov/partf under "For Grant Recipients". It is very important that your finance officer and project manager are familiar with this information. In addition, a series of progress inspections for your project will be conducted by your regional consultant.

Your local government may have received additional funds from other sources for this project. If PARTF funds are no longer needed, please notify me to withdraw this grant.

Sincerely,

Vonda Martin
Manager, Grants and Outreach Program

Enclosures

cc: Brittany Shipp, Recreation Resources Service Regional Consultant

Dwayne Patterson, Director
NC Division of Parks and Recreation
1615 MSC - Raleigh, NC 27699-1615
919.707.9300 / ncparks.gov

NORTH CAROLINA STATE PARKS
Naturally Wonderful

STATE OF NORTH CAROLINA

CONTRACTOR'S FEDERAL I.D.

COUNTY OF WAKE

560944997

N.C. Parks and Recreation Trust Fund Project Agreement

Grantee: Town of Holden Beach

Project Number: 2023 - 1015

Project Title: Holden Beach Pier

Period Covered by This Agreement: 11/1/2022 to 10/31/2025

Project Scope (Description of Project): Land acquisition of 3 +/- acres, planning costs.

Project Costs: PARTF Amount \$ 500,000

Local Government Match \$ 2,807,150

Conditions

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and Town of Holden Beach (hereinafter referred to as "Grantee") agree to comply with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund (PARTF) administrative rules and grant application which are hereby by reference made a part of the PARTF grant contract and which are on file with the Division of Parks and Recreation. In addition, the Department and the Grantee agree to comply with the State of North Carolina's Terms and Conditions as listed in "Attachment A" to this contract.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this grant agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to obligate to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

Section I. Eligible Project Costs and Fiscal Management

1. The PARTF grant amount must be matched on at least a dollar-for-dollar basis by the Grantee. To be eligible, project costs must be incurred during the contract period, be documented in the grant application, and described in the project scope of this agreement, and initiated and/or undertaken after execution of this agreement by the Grantee and the Department.
2. PARTF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on PARTF acquired land within five (5) years of the date this contract is signed by the Department and Grantee in order to allow general public access and use.
3. Payment shall be made in accordance with the contract documents as described in the Scope of Work (Attachment B). Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this contract. Invoices may be submitted to the Contract Administrator quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the contract

period or contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except those records shall be retained beyond five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the contract and PARTF project to which they are applicable. The State Auditor shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7.

4. The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, and costs disallowed or required to be refunded to the Department on account of audit exceptions.

Section II. Project Execution

1. The Grantee may not deviate from the scope of the project without approval of the Department. When one of the conditions in the contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the contract period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Department.
3. In the event the Grantee subcontracts for any or all of the services covered by the contract:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this contract;
 - b. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and;
 - c. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.
5. The Grantee shall not substitute key personnel assigned to the performance of this contract without prior approval by the Department's Contract Administrator. Mrs. Christy Ferguson is designated by the Grantee as key personnel for purposes of this contract. The Department designates, Ms. Vonda Martin, Manager of Grants and Outreach, as the Contract Administrator for the contract.

| Department Contract Administrator | Grantee Contract Administrator |
|--|---|
| NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Ms. Vonda Martin, Manager of Grants and Outreach 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-93338 Email: Vonda.Martin@ncparks.gov | Town of Holden Beach Attention: Christy Ferguson 110 Rothschild Street Holden Beach, NC 28462 Telephone: 910-842-6488 Email: recsvs@hbtownhall.com |

6. The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management, equal employment opportunity and the environment including but not limited to the following:

Local Government Budget and Fiscal Control Act (G.S. 159-7 to 159-42); Formal Contracts, Informal Contracts and Purchasing (including but not limited to G.S. 44A-26, G.S. 87-1 to 87.15.4, G.S. 133.1 to 133-40, G.S. 143-128 to G.S.143-135; Uniform Relocation Assistance Act (G.S. 133-5 to 133-18); Conflict of Interest (G.S. 14-234); Contractors

Must use E-Verify (G.S. 143-48.5); Americans With Disabilities Act of 1990 (P.L. 101-336) and ADA Accessibility Guidelines; N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), and Sales Tax Refund (G.S. 105-164.14(c)).

7. The Grantee agrees it provides a drug-free workplace in accordance to the requirements of the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D).
8. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.
9. The Grantee agrees land acquired with PARTF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without approval of the Department. The Grantee agrees to maintain and manage PARTF assisted development/ renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
10. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
11. The Grantee shall agree to place utility lines developed with PARTF assistance underground.
12. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.
13. The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability in the use of any property or facility acquired or developed pursuant to this agreement.
14. The Grantee certifies that it:
 - (a) Has neither used nor will use any appropriated funds for payment to lobbyists;
 - (b) Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - (c) Will file quarterly updates about the use of lobbyists if material changes occur in their use.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may unilaterally rescind this agreement at any time prior to the expenditure of funds on the project described in this contract.
2. If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this contract, the Department shall thereupon have the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this contract.
3. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in PARTF, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.

Section IV. Attestation and Execution

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Contractor) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the parties.

| | |
|------------------------------------|---|
| Town of Holden Beach | |
| Name of Grantee (Local Government) | Signature of Grantee (Chief Elected Official) |
| | |
| Typed or Printed Name of Official | Title of Official |

(Notary Public Completes)

State of North Carolina

County of

| |
|--|
| |
|--|

On this _____ day of _____, 20____, _____

personally appeared before me the said named _____, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20____.

| |
|----------------------------|
| |
| Signature of Notary Public |

(Seal Here)



North Carolina Department of Natural and Cultural Resources
D. Reid Wilson, Secretary

By:

Department Head or Authorized Agent
for Secretary Wilson

Title

**General Terms and Conditions
Governmental Entities
May 1, 2011**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract insures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons

and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Time Records: The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with

profits or non-appropriated funds on or after December 22 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipates bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Scope of Work

**North Carolina Division of Parks and Recreation
Parks and Recreation Trust Fund – Grants Program for Local Governments**

Grantee: Town of Holden Beach

Title of Project: Holden Beach Pier

Project Number: 1015

Contract Number: 2023-1015

Amount of Grant: \$ 500,000

Amount of Match: \$ 2,807,150

Contact Person for Project: Christy Ferguson

Title: Recreation Director
Town of Holden Beach

Address: 110 Rothschild Street
Holden Beach, NC 28462

Telephone: 910-842-6488

Contact email address: recsvs@hbtownhall.com

Scope of Project: Land acquisition of 3 +/- acres, planning costs.

Length of Project: 36 months (11/1/2022 – 10/31/2025)

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The Town of Holden Beach grant application and support documentation are, by reference, part of the contract. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the contract.

Parks and Recreation Trust Fund Grant Manual for Local Governments

October 2020



**Division of Parks and Recreation
N.C. Department of Natural and Cultural Resources**

**Recreation Resources Service
North Carolina State University**



**NC DEPARTMENT OF
NATURAL AND CULTURAL RESOURCES**

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USING THIS MANUAL

Congratulations on being selected to receive a Parks and Recreation Trust Fund (PARTF) grant! It would be great if that was all there was to it. Receiving a grant, however, comes with a variety of requirements and reporting responsibilities including:

- tracking expenditures for the project,
- requesting reimbursements to obtain the grant funds,
- reporting progress toward completing the park facilities or land acquisition,
- operating the public recreation site for a minimum of 25 years.

These responsibilities come from state law, the PARTF program administrative rules, the grant contract, and the policies and procedures of the N.C. Department of Natural and Cultural Resources (DNCR).

Participation in the PARTF program constitutes a public trust and this responsibility cannot be delegated or transferred. It is the responsibility of local government Grantees to:

- comply with all terms and conditions of the grant contract and this manual,
- manage funds efficiently and effectively in accordance with the approved budget,
- promptly complete the grant assisted activities in a professional manner, and
- monitor and report performance.

The purpose of this manual is to provide the information needed to:

- successfully complete the project described in the grant application,
- prepare reimbursements and obtain grant payments, and
- operate and maintain the project site in compliance with PARTF requirements for public recreation use.

Please **CAREFULLY** read all the information contained in this manual. While the material is intended to be self-explanatory, Recreation Resources Service (RRS) regional consultants are available to answer questions or resolve problems. The goal of the PARTF program is to be good stewards of PARTF funds, to help local governments avoid problems before they occur, and to expedite the processing of reimbursement requests and payments.

Watch the [PARTF Accounting Workshop](#) video that provides an overview of this manual and the process for requesting reimbursement to receive PARTF grant funds. It provides useful tips and examples.

Note: The most current version of this manual is available on the Division of Parks and Recreation website for the PARTF program at <https://www.ncparks.gov/partf> under the tab "For Grant Recipients".

DEFINITIONS

Administrative Rules – the rules guiding the PARTF matching grant program for local governments that have been adopted by the N.C. Parks and Recreation Authority after public review. These rules are published in the N.C. Administrative Code (07 NCAC 13K .0101 - .0111) and [online](#).

Contract Administrators – the key staff members or officials assigned to the performance of the PARTF contract by DNCR and the Grantee. Changing the person named as the the Grantee Contract Administrator must be approved by DNCR.

Department (DNCR) – the North Carolina Department of Natural and Cultural Resources administers PARTF grants for the State of North Carolina.

Grant Amount – the amount of PARTF matching funds available to complete a PARTF project, as approved by the N.C. Parks and Recreation Authority.

Grant Contract / Project Agreement – between DNCR and the Grantee establishing the project scope, project period, grant amount and requirements for public recreation use of the park project. It also identifies the contract administrators for DNCR and the Grantee.

Grant Payments – reimbursements made to a Grantee upon request for eligible costs incurred in accomplishing project elements.

Grantee – the incorporated municipality, county, or public authority selected as a PARTF grant recipient by the Parks and Recreation Authority and identified in the grant contract. The Grantee is responsible for complying with the terms of the grant contract, completing the PARTF project, requesting grant payments via reimbursement, and receiving grant payments.

PARTF – the North Carolina Parks and Recreation Trust Fund is the source of matching grants to local governments to acquire land and/or develop park and recreation areas and facilities that serve the general public.

PARTF Project – consists of all the recreation facilities to be built and / or park land to be acquired by the Grantee with a PARTF grant. The PARTF contract summarizes the PARTF project in the project scope.

Project Area – the area defined by the deed and/or site plan submitted with the application. All project elements constructed or purchased as part of the PARTF project must be located within this area.

Project Costs – a listing of all project elements, their proposed costs, the total cost of the PARTF project, the PARTF grant amount and the Grantee's matching funds.

Project Elements – the land to be acquired and recreational facilities to be constructed in completing the PARTF project. Project elements are to be financially assisted by the grant and completed in accordance with the terms and conditions of the grant contract.

Project Period – the time between the start and end dates in the grant contract. Only expenses during the project period can be reimbursed.

Project Scope – a summary of the project elements in the grant contract to be accomplished by the Grantee.

RRS regional consultant – the park and recreation consultant from the Recreation Resources Service assigned to the Grantee's project and who serves as the single point of contact for grant administration.

PROGRAM ADMINISTRATION

The North Carolina Parks and Recreation Authority, a nine-member citizen board, allocates matching grant funds from PARTF to local governments for public park projects. The North Carolina Department of Natural and Cultural Resources (DNCR) is the state agency responsible for PARTF program administration and coordination. Within DNCR, program responsibilities are assigned to the Division of Parks and Recreation (DPR).

DPR contracts with North Carolina State University to assist local governments with developing and completing successful park and recreation projects with PARTF assistance via the Recreation Resources Service (RRS). RRS has regional consultants to serve local governments in all 100 North Carolina counties.

CONTACTS FOR ASSISTANCE

RRS regional consultants serve as the single point of contact for local governments and is available to:

- answer technical and financial questions about the administration of PARTF projects;
- monitor the project's progress;
- inspect the project during development and upon completion;
- review reimbursement requests; and
- monitor compliance with the PARTF program requirements to provide public recreation.

For current contact information for RRS regional consultants, visit the [RRS web site](#).

HOW TO BEGIN

Read the grant contract carefully

It is a legally binding agreement between the local government Grantee and DNCR. It contains basic information about the project, the grant award, and the obligations to the grant program. In addition, the application submitted by the local government is considered as supplemental documentation to the grant contract.

Sign and Return The Grant Contract

DNCR mails two copies of the the grant contract to the Grantee via its contract administrator. The Grantee signs and returns both contracts to DNCR within 45 days of receipt. DNCR signs both copies and returns one copy to the Grantee.

Create a PARTF project file

Each Grantee needs to create a project file that will contain all records related to the PARTF grant. This includes the grant contract, scope of work, all financial records, the Grantee's PARTF application, project costs, correspondence, bid documents, invoices and reimbursement requests.

Create an accounting system for the PARTF project

Each Grantee must establish an accounting system for the PARTF project to track its expenditures as well as PARTF grant funds received by the Grantee via reimbursement.

View the PARTF Accounting Workshop

The Grantee's contract administrator and finance officer are strongly encouraged to view the [PARTF Accounting Workshop](#). Contact your RRS regional consultant for more informaton.

Register for the E-Pay System

The Grantee must be registered and eligible to receive electronic payments. Please contact the State Controller's Office at (919) 707-0795 to register or ask questions.

When To Begin

PARTF reimburses expenses that occur during the project period listed in the PARTF contract. Grantees are advised to begin work on their PARTF projects after the execution of grant contract.

Make satisfactory progress within one year

The Grantee is responsible for making satisfactory progress toward completing the project. Substantial work, including breaking ground or acquiring land, is expected within one year.

GRANT CONTRACT

As the Grantee, a local government is responsible for administering the project and complying with the PARTF grant contract and other requirements. Although others may assist in project administration, DNCR recognizes the Grantee as the legally-responsible party. **All correspondence, documentation, and reimbursement requests must be submitted by the Grantee, typically from the employee or official designated as Contract Administrator.**

Grant Contract Number must be recorded on reimbursement request forms and correspondence related to the project. Example: PARTF # 2020-9999

Project Scope provides a narrative of the land acquisition and/or facilities that the Grantee is obligated to complete. The Project Costs from the Grantee's PARTF application identifies the elements of the project scope in greater detail. Any changes to these elements require advance DNCR approval and a contract amendment.

Project Period designates the dates when the PARTF project starts and ends. Invoices for expenses related to the project scope that are dated during this **three-year period** can be submitted with reimbursement requests.

Only the following projects costs are eligible for reimbursement if they occur outside of the project time period and are specifically identified in the grant application:

- For land acquisition projects - surveys, appraisals, title searches and attorney's fees used to determine the legal description and fair market value are eligible if incurred within two years of the PARTF application deadline. Purchasing a property prior to the grant award is allowed only if DNCR has approved the purchase and granted a waiver.

- For development projects - site plans, project cost development, pre-engineering and project design activities occurring within two years of the application deadline.

Grant Program Conditions The grant contract contains the conditions which the Grantee agrees to upon signing. These include applicable state and local laws and regulations, as well as PARTF requirements and assurances associated with the project. They describe the Grantee's responsibilities including:

- obtaining permits required for the project,
- state bidding and contract requirements,
- land acquisition requirements,
- compliance with the Americans with Disabilities Act for accessibility,
- consequences if the Grantee fails to comply with the terms of the contract, and
- public use requirements, records retention, park operation and maintenance.

Attachment B – Scope of Work - The grant contract incorporates the information contained in the grant application, the project costs, and project narrative as part of the grant contract.

As part of Attachment B, the Grantee must take into consideration all comments made by state agencies in the course of environmental review of the project under the provisions of the State Environmental Policy Act (SEPA).

Grant Payments - PARTF grants are paid on a cost-incurred, reimbursement basis. Please refer to the section on Reimbursement Payment Requests for more information.

DURING THE PROJECT PERIOD

Tracking Project Expenditures - The Grantee is responsible for maintaining fiscal controls and fund accounting procedures that are based on generally accepted accounting standards and principles. **The following minimum requirements must be met:**

- Establish a separate account and supporting documents for the grant.
- Use the grant's project numbers for coding all expenditures. Example: **PARTF # 2020-9999**
- Itemize all supporting records/documents of project expenditures by **project element** as listed in the application's project costs.
- Records/documents must have sufficient detail to show the exact nature of all expenditures, and that they are directly related to a project element.

Maintaining the PARTF project file - Project records, including the grant contract, amendments, application materials, accounting/contract documentation and correspondence must be maintained by the Grantee in a project file for a minimum of 25 years and perpetuity for grants involving land acquisition.

Satisfactory Progress - The Grantee is responsible for making satisfactory progress toward completing the PARTF project during the project period in accordance with the grant contract. The Grantee is expected to begin substantial work within **one year** after the execution of the grant contract.

Inspections - During the project period, the Grantee's RRS regional consultant will make several site visits to make sure that work is progressing in accordance with the project as approved (Appendix A).

1. **Six-Month Report** -The Grantee's regional consultant will be in contact to determine if adequate financial/administrative procedures have been established, if work has begun on the project, and if the project is on schedule.

2. **Annual Progress Inspections** - Near the end of each year of the project period, the Grantee's regional consultant will perform an on-site inspection with a Grantee's representative to confirm that the PARTF project is:
 - a. progressing according to the approved plans,
 - b. on schedule,
 - c. the financial/administrative files are in order, and
 - d. requests for reimbursement accurately reflect work that has been done.
3. **Final Inspection** - Before the last reimbursement payment, the Grantee's regional consultant will complete a final inspection to confirm that:
 - a. all work is complete according to the site plans and the grant contract,
 - b. all PARTF-assisted wiring is underground,
 - c. all PARTF-assisted facilities are accessible to persons with disabilities, and
 - d. accounting documentation is in order.

The Grantee must have a representative present at all annual and final inspections conducted by RRS regional staff. The Grantee will receive a copy of the inspection.

Additional inspections may be suggested by RRS staff or required by DPR on an as-needed basis. **The final reimbursement payment will be held until inspection deficiencies are corrected and approved.**

Third Party Administration of the Grant Contract - If it is necessary to have a third party handle the financial administration of the project (such as a county government in place of a small municipality), the Grantee **must** request and receive **prior written approval from DNCR**. The arrangement may be permissible if the Grantee and third party justify the need and provide documentation detailing the relationship between two parties.

However, the Grantee is responsible for completing and submitting project reimbursement requests and the required documentation to its regional consultant. All PARTF reimbursement checks will be issued to the Grantee, not the third party.

REIMBURSEMENT PAYMENT REQUESTS

General Information - Grant payments are made on a cost-incurred, reimbursement basis. Grantees expend local funds on the PARTF project and then request reimbursement payments to receive grant funds. Reimbursement requests are submitted to the Grantee's regional consultant.

Register for the E-Pay System

The Grantee must be registered and eligible to receive electronic payments. Please contact the State Controller's Office at (919) 707-0795 to register or ask questions.

What Costs Does PARTF Cover?

Eligible costs include:

- Outdoor and indoor recreation facilities;
- Support facilities such as roads, parking areas, accessible routes, walkways, utilities; and
- Acquisition of park property.

Please refer to the sections about "Development Projects" (pages 8-9) and "Acquisition Projects" (pages 11-12) for a more detailed list of eligible and ineligible project costs.

Schedule for Requesting Payments - Once substantial work has begun (at least \$2,500 in expenses), a Grantee may submit reimbursement requests to DNCR no more than once every 90 days.

Reimbursement Amount - The PARTF program will reimburse grantees for up to 50 percent of their expenditures for elements listed in the project costs. **Ten percent of the total grant amount will be withheld pending a final site inspection, audit and project closeout by DNCR.**

How to Document Project Expenditures

1. **Development Expenditures** - A Grantee must complete a Request for Reimbursement, complete a Detailed Expenditure Report, and provide a copy of each invoice that references costs for specific PARTF project elements. **Refer to Appendix B instructions and forms.**

2. **Land Acquisition Expenditures or Donated Value** - The Grantee must complete a Land Acquisition Report, a PARTF Request for Reimbursement or Request for Reimbursement with Donated Land Value Form, and a PARTF Detailed Expenditure Report. **Refer to Appendix C for instructions and forms.**

Submit these documents for each parcel:

- Deed and/or easement containing the appropriate PARTF restrictive clause (Appendix H),
- Evidence of title (Certificate from the Title Guaranty Company or letter from the local government attorney),
- Written offer to purchase or signed closing disclosure statement.
- Copy of the canceled check(s) for land purchases (front and back)
- Waiver approval letter, if applicable

3. **Combination Projects** - The land acquisition reimbursements should be submitted before or at the same time as the initial development reimbursement requests.

Authorizing Signatures - PARTF reimbursement request forms must be signed by the Grantee's chief elected official, local government manager, finance director or other local government designee. Another employee may be given signature authority for the financial matters dealing with the grant contract by notifying DNCR in writing.

Invoices - Copies of invoices for costs incurred or an American Institute of Architects (AIA) contract document are necessary to serve as proof of expenses and payment. The invoices or AIA should provide an accurate and itemized listing of material and/or services rendered by project element. At minimum, invoices must:

- be addressed to the local Grantee and include the following:
- name and address of the vendor,
- date of the invoice,
- quantity of item(s) purchased,
- description of the item(s) purchased,

- unit price, and
- total amount of each line.
- AIA's must include all pages including the Continuation Sheets and Sales Tax Report.

If the items on the invoices are not readily identifiable by project element, please write in the item name. For instance, a part number is not acceptable; please write in the name of the item on the appropriate line.

Please note that statements and vouchers are not acceptable if they only reflect the amount due. On each invoice, note the project name and the project element(s) with which the expenditure is associated.

Special Attention - If the Grantee has invoices that include materials or services not included in the PARTF project, highlight the PARTF costs in yellow.

For construction contracts (AIA's) – Prior to advertising for competitive bids, incorporate the specific project elements into the project's specifications for the potential contractors. This effort will greatly assist the contractor, Grantee and DNCR in documenting eligible project costs and in expediting the reimbursement payments.

How a Reimbursement Request is Reviewed

The Grantee's regional consultant will perform an initial review/audit of the reimbursement request and related documentation. After any audit concerns are corrected by the Grantee, the Grantee's regional consultant will approve, sign and date the reimbursement request form, and send it to the PARTF central office. PARTF central office staff will perform a second review/audit of the accounting documentation.

Receiving a Grant Payment

The DNCR Controller's Office issues electronic reimbursement payments that are deposited into the Grantee's bank account via the state's E-Pay system.

Using Donated Land as Local Match

A Grantee can use the appraised value of donated land as all or as part of the local matching funds. The donated land must be included in the project scope and the property becomes subject to PARTF restrictions in perpetuity. Donated land must be identified in the application and its value determined by Uniform Standard of Professional Appraisal Practices (USPAP) appraisal or Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book appraisal).

If a landowner is willing to sell land to the Grantee for less than the appraised value (a bargain sale), the donated value is the difference between the appraised value and the purchase price.

Examples:

Full Donation - Land valued at \$100,000 is donated to the Grantee for the PARTF project site. The donated land value will be used as local match for \$100,000 in development costs or additional land acquisition for the project site. The total project cost is \$200,000. The Grantee is awarded a PARTF grant of \$100,000. PARTF will reimburse 100 percent of development costs or additional land acquisition up to \$100,000.

Bargain Sale Donation - Land for the PARTF project, valued at \$100,000, is sold to the Grantee for \$50,000. The difference, \$50,000 is the donated land value that can be used as local match. The Grantee has budgeted an additional \$100,000 for project development. The total project cost is \$200,000. The Grantee is awarded a PARTF grant of \$100,000. PARTF will reimburse 100 percent of the first \$50,000 in expenditures on the project. Then PARTF will reimburse the Grantee 50 percent of the other expenditures on the project.

Requirements for Donated Property

For the donated land value to be used as the Grantee's matching funds, the land must be:

1. In private ownership for at least the past five years;
2. All or part of the project area;
3. Included in the PARTF application as a donation; and
4. Free of restrictions or limitations that are inconsistent with PARTF requirements.

The land donation has not previously been dedicated through platting or re-zoning to public recreation use. The donation is not required by a subdivision parkland dedication ordinance or other local ordinance.

WHEN THE PROJECT IS FINISHED

Requesting a Final Payment – Final reimbursement should be marked as "Final" and submitted once all land acquisition and/or construction has been completed and all payments to contractors and supplies have been made and documented, but no later than the date specified in the grant contract; **30 days** after the end of the project period.

By submitting the final reimbursement request, the Grantee is certifying to DNCR that the project is complete. Completed projects will be inspected by the Grantee's regional consultant and audited before a final payment is made.

If the project does not pass the final inspection by the Grantee's regional consultant, the Grantee will receive a letter stating the problem(s) and recommendations for correcting them. The final reimbursement payment will not be processed until all inspection problems have been remedied and approved.

An updated **As-Built Site Plan** will be required to be submitted with the final PARTF reimbursement request if: 1) the park's PARTF-assisted layout differs from the site plan submitted with the original grant application, or 2) the project was approved for a

PARTF amendment that either added and/or deleted recreational or support facilities from the grant contract (Appendix D).

Audit Procedures & Retaining Financial Records

The Grantee's regional consultant will check the reimbursement request to ensure the reimbursement forms and documentation submitted are complete and correct. The Grantee shall retain all books, records, documents, data and other materials relevant to the grant contract and project for **at least five years** after completion of the project.

These records shall be subject to inspecting, reviewing, copying or audit by DNCR and the State Auditor's Office. The records must support all project costs and billings submitted to DNCR. Deeds and easements documenting PARTF restrictions must be maintained in perpetuity by the Grantee.

If an auditor's inspection of records discloses any improper or incorrectly claimed reimbursement, DNCR will propose corrective action within two months after receipt of this report. If any litigation, claim or audit is started before the expiration of the five-year period for record retention, the records shall be retained until audit findings have been resolved.

DEVELOPMENT PROJECTS

Eligible Development Project Costs

PARTF assistance is available to build or renovate park and recreation areas that serve the general public such as:

- Outdoor and indoor recreation facilities
- Support facilities such as roads, parking areas, accessible routes, walkways, utilities
- Improvement of natural resource features needed for public recreation use
- Construction services such as bid advertisements, design engineering/architectural services
- Contractor services directly related to and required for completing the project

- Permitting and environmental reviews
- Site preparation and demolition
- Materials such as lumber, hardware, paint, sand, gravel, landscape materials
- Rental of equipment in completing the project
- Signs and equipment that are physically attached and/or permanent improvements such as soccer, football and basketball goals, backstops, playground equipment, tennis posts and nets, etc.

Planning costs required for completing the application are also eligible if they are incurred within two years before the application deadline. These planning costs include: site planning, preparing project costs and environmental site information.

What Costs Will PARTF Not Cover?

- Costs prior to or after the project period (see exceptions noted above);
- Items that are not included in the project scope of the contract or in the application's cost estimates;
- State and local sales tax (note: a refund of sales and use taxes paid by local governments is authorized under G.S. 105-164.14(c));
- Sports equipment (balls, bats, boats, paddles, etc.);
- Exercise equipment such as treadmills, cross trainers, resistance training machines, etc.
- Construction equipment such as hammers, ladders, saws or drills;
- Materials and services purchased for the operation and maintenance of the project site;
- Office equipment, indoor furniture and kitchen or concession stand equipment;
- Financing costs associated with the project;
- Costs incurred by a grantee because of a contractor's breach of contract;
- Cost overruns;
- Donated or in-kind labor, equipment usage or materials;
- Costs not documented by an invoice or with other conclusive proof of payment; and
- legal fees

Resources for Park Design and Construction

ADA Compliance - All PARTF-assisted facilities and areas must comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). ADAAG requires that all aspects of each project be accessible or barrier free . There are some fundamental differences in how accessibility in the outdoors is accommodated compared to the indoors or the built environment.

While restrooms, picnic shelters, community centers, and parking lots, for example, need to follow detailed ADAAG requirements, other improvements such as trails, boat landings and swimming beach areas have varying degrees of accessibility required depending on the type of facility and characteristics of the site.

A good rule of thumb to follow is a person with a disability must be able to travel from a designated accessible parking space to each and every PARTF-assisted facility (both recreational and support facilities), and they must be able to do this unassisted. Go to www.access-board.gov for guidelines on designs that are accessible.

Site Design Recommendations – Project design should minimize adverse impacts on the environmentally sensitive features of the park site. Such as:

- Locating proposed facilities in already cleared areas, to minimize additional clearing of trees and vegetation.
- Locating proposed facilities where topography and soil conditions are suitable to minimize grading, excavation, fill and drainage of the site.
- Retaining, enhancing or establishing vegetative buffers or incorporating other site-sensitive techniques to minimize impacts on sensitive areas such as wetlands, forests, steep slopes, endangered or threatened species habitat, and aquifer recharge areas.
- Trails along creek banks and lake shores should be set back far enough so they do not cause or exacerbate erosion of banks.

- Impervious vehicular and pedestrian use areas such as roads, walkways and parking areas should not impede natural surface water drainage and storm water retention areas should be used.
- Disturbance of native vegetation should be avoided or minimized during site preparation to preserve existing native trees, shrubs and grasses, as well as aquatic and wetland systems. The use of native plants in landscaping or revegetation plans is encouraged.

Electrical lines – All PARTF assisted electrical or communication lines must be installed underground.

Playgrounds – For projects including a playground, Grantees are encouraged to adhere to ADAAG requirements and the guidelines established by the U.S. Consumer Product Safety Commission's [Checklist for Public Playground Safety](#).

Bidding Laws and Contract Requirements

Grantees must comply with the general provisions of the grant contract and applicable local and state bidding/contracting requirements. Although contracting and bidding procedures may be complicated, they are more easily satisfied if the Grantee is knowledgeable of the requirements at the time bidding documents are being prepared.

Failure to comply with them may jeopardize the Grantee's ability to receive reimbursement payments. Grantees need to consult with their attorneys to ensure that they are complying with all bidding and contracting requirements. The N.C. League of Municipalities can also provide advise about these requirements.

The main competitive bidding requirements for local governments are contained in Article 8 of Chapter 143 of the North Carolina General Statutes. Most of the formal bidding requirements are set forth in G.S. 143-129 and the informal requirements can be found in G.S. 143-131. These statutes apply to the expenditure of public money within established dollar limits and on certain types of contracts.

The Local Government Budget and Fiscal Control Act (G.S. 159-7 through 159-42) imposes a number of requirements that must be observed in the contracting process. The University of North Carolina School of Government provides an overview of [local government's contracting requirements](#).

Since DNCR audits conducted after project completion may require paybacks due to improper contracting or bidding procedures, it is most important that the procedures be followed. The following documentation must be retained in the project file for at least five years for all development projects where construction contracts are involved:

- Bid advertisements
- Bid specifications & construction plans
- Summary of Bids
- Bid Proposal
- Executed Construction Contracts
- Contractor's Invoices
- Contract Change Orders
- Proof of Payment

Permits Required

Depending on the extent of the project's development and the site's natural resources, various state and local permits will be required prior to development beginning on the project. Some typical permits may include: erosion and sedimentation control; storm water; 401 water quality wetlands certification; non-discharge; water quality stream determination; demolition permit; and CAMA permit for the 20 coastal counties. It is the Grantee's responsibility to obtain all the necessary permits required for the project.

ACQUISITION PROJECTS

Land acquisition refers to not just fee title acquisition but also to acquisition of less-than-fee rights in the form of a permanent easement to the property.

Types of PARTF Land Acquisition:

1. **Fee Title Acquisition** – Fee title acquisition is the outright purchase of land including the transfer of title to the property and all the rights associated with ownership.

2. **Public Use/Conservation Easement** - A Public Use/Conservation Easement provides protection from land use that could damage or destroy the property's scenic, recreational, ecological or natural resource values. Each easement is tailored to fit the natural characteristics of the land, the personal needs of the landowner, and the objectives of the PARTF program. The easement is a permanent, recorded deed restriction which conveys some of the land rights associated with ownership of property to another party (such as the Grantee).

The easement stays with the property permanently and is binding on all future landowners. For PARTF, it is a voluntary legal agreement between a landowner and Grantee that conveys specific rights and permanently limits specified current and future uses. Generally, the purpose of a public recreation use and conservation easement is to protect/conservate the habitat or natural resources while allowing some form(s) of public access and recreation use of the property. As with other easements, the landowner still retains ownership and many uses of the property.

Once the Grantee and landowner have negotiated the easement document which lists mutually agreed-upon use and development restrictions and specifies which parcels (or portions of parcels) are covered by those restrictions and uses, the Grantee is required to submit a copy of the easement to its regional consultant to review for compliance with PARTF's public recreation use requirements. The regional consultant will review the easement and submit

comments and the easement document to DNCR for review and approval by DNCR's legal counsel.

If the landowner or future owner violates the easement – perhaps by building a structure that the easement does not permit – the Grantee is required to work with the landowner to correct the violation.

Eligible Acquisition Costs

Eligible land acquisition costs are determined by the fair market value as established by an appraisal that satisfies N.C. State Property Office requirements. Each appraisal must be completed by a licensed appraiser who certifies that it meets the [Uniform Standard of Professional Appraisal Practices](#) (USPAP) or Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book appraisal). Properties valued at over \$500,000 require two appraisals.

Eligible costs also include services or payments related to purchasing the property:

- Surveys of property proposed for purchase*
- Appraisals or statement of values as submitted with the application*
- Legal fees associated with the proposed purchase of land*
- Relocation payments, if applicable**
- Recording fees
- Title evidence
- Required historical and cultural assessments
- Environmental inspections and assessments

* Incidental land acquisition costs include appraisals, title searches, surveys and attorneys' fees. These costs are eligible if they are incurred after the grant contract is executed or within two years of the application deadline and appear in the project costs submitted with the application.

** Relocation is a program mandated by state law that protects landowners and tenants displaced from their home, farm or business by projects that receive government funding. A displaced person may be eligible for certain services and financial assistance. Grantees are required to comply with state relocation procedure laws.

Ineligible Acquisition Costs

- Costs for administration of the project by the Grantee or a consultant.
- Brokerage fees paid by the buyer.
- Real estate transfer fees/taxes.
- Environmental cleanup costs.
- Back taxes on the land owed by the previous landowner.
- Other costs not listed as eligible.

Property Purchased Using a Waiver

If the Grantee received a waiver to purchase property before receiving a grant award, the project's acquisition costs are eligible for reimbursement. The Grantee submits the waiver approval letter and land acquisition documentation with the first reimbursement request.

Recording a Deed or Easement Restriction

As part of the acquisition process, the deed or easement for each parcel acquired must be recorded with restrictive language that recognizes the State's interest in the property and the property's perpetuity use for public recreation. The deed or easement must contain the relevant PARTF conversion protection restrictive clause listed below as required by the grant contract.

1. For property purchased for a PARTF grant (including bargain sale)

"This property was acquired with State financial assistance from the N.C. Parks and Recreation Trust Fund, and pursuant to 07 NCAC 13K .0109 and a contractual requirement with the Fund, this property shall in perpetuity (1) be used for, and only for, local park and recreation purposes for the use and benefit of the general public and (2) not be converted to uses that are other than public recreation (whether by sale, transfer, or in any other manner) without first obtaining approval from the N.C. Department of Natural and Cultural Resources or its successor agency in accordance with the applicable rules.

These requirements and restrictions on the property shall be permanent and perpetual and shall run with the land and shall be binding upon (Insert Grantee Name) and all parties having any right, title, or interest in the property, and their heirs, successors, and assigns, and shall be binding upon all those claiming by, through, or under each such party, in perpetuity. Furthermore, the State, and its agents, employees, and representatives shall have the right of entry and access to the property for the purposes of inspecting the property and exercising its enforcement rights.

In the event (Insert Grantee Name), its successors or assigns, wishes to transfer the property or any interest therein, it shall notify the State in writing of the names and addresses of any party to whom the property is intended to be transferred at least sixty (60) days prior to the time said transfer is to be consummated. Any transferee of the property or any interest therein shall take title subject to the requirements and restrictions referenced herein or applicable to the property. (Insert Grantee Name), its successors and assigns, shall make specific reference to these restrictions in a separate paragraph of all subsequent leases, deeds, or other legal instruments by which the Property or any interest therein is conveyed."

2. For property donated as local match for a PARTF grant

"This property was donated as part of a grant from the N.C. Parks and Recreation Trust Fund, and pursuant to 07 NCAC 13K .0109 and a contractual requirement with the Fund, this property shall in perpetuity (1) be used for, and only for, local park and recreation purposes for the use and benefit of the general public and (2) not be converted to uses that are other than public recreation (whether by sale, transfer, or in any other manner) without first obtaining approval from the N.C. Department of Natural and Cultural Resources or its successor agency in accordance with the applicable rules.

These requirements and restrictions on the property shall be permanent and perpetual and shall run with

the land and shall be binding upon (Insert Grantee Name) and all parties having any right, title, or interest in the property, and their heirs, successors, and assigns, and shall be binding upon all those claiming by, through, or under each such party, in perpetuity. Furthermore, the State, and its agents, employees, and representatives shall have the right of entry and access to the property for the purposes of inspecting the property and exercising its enforcement rights.

In the event (Insert Grantee Name), its successors or assigns, wishes to transfer the property or any interest therein, it shall notify the State in writing of the names and addresses of any party to whom the property is intended to be transferred at least sixty (60) days prior to the time said transfer is to be consummated. Any transferee of the property or any interest therein shall take title subject to the requirements and restrictions referenced herein or applicable to the property. (Insert Grantee Name), its successors and assigns, shall make specific reference to these restrictions in a separate paragraph of all subsequent leases, deeds, or other legal instruments by which the Property or any interest therein is conveyed."

3. For an easement purchased for a PARTF grant (including bargain sale)

"The property identified in this easement (or deed) was acquired with State financial assistance from the N.C. Parks and Recreation Trust Fund and 07 NCAC 13K .0109 and a contractual requirement with the Fund, this property shall in perpetuity (1) be used for, and only for, local park and recreation purposes for the use and benefit of the general public and (2) not be converted to uses that are other than public recreation (whether by sale, transfer, or in any other manner) without first obtaining approval from the N.C. Department of Natural and Cultural Resources or its successor agency in accordance with the applicable rules.

These requirements and restrictions on the property shall be permanent and perpetual and shall run with the land and shall be binding upon (Insert Grantee Name) and all parties having any right, title, or

interest in the property, and their heirs, successors, and assigns, and shall be binding upon all those claiming by, through, or under each such party, in perpetuity. Furthermore, the State, and its agents, employees, and representatives shall have the right of entry and access to the property for the purposes of inspecting the property and exercising its enforcement rights.

In the event (Insert Grantee Name), its successors or assigns, wishes to transfer the property or any interest therein, it shall notify the State in writing of the names and addresses of any party to whom the property is intended to be transferred at least sixty (60) days prior to the time said transfer is to be consummated. Any transferee of the property or any interest therein shall take title subject to the requirements and restrictions referenced herein or applicable to the property. (Insert Grantee Name), its successors and assigns, shall make specific reference to these restrictions in a separate paragraph of all subsequent leases, deeds, or other legal instruments by which the Property or any interest therein is conveyed."

4. For an easement donated as local match for a PARTF grant

"The property identified in this easement (or deed) was donated as part of a grant from the N.C. Parks and Recreation Trust Fund and pursuant to 07 NCAC 13K .0109 and a contractual requirement with the Fund, this property shall in perpetuity (1) be used for, and only for, local park and recreation purposes for the use and benefit of the general public and (2) not be converted to uses that are other than public recreation (whether by sale, transfer, or in any other manner) without first obtaining approval from the N.C. Department of Natural and Cultural Resources or its successor agency in accordance with the applicable rules.

These requirements and restrictions on the property shall be permanent and perpetual and shall run with the land and shall be binding upon (Insert Grantee Name) and all parties having any right, title, or interest in the property, and their heirs, successors, and assigns, and shall be binding upon all those

claiming by, through, or under each such party, in perpetuity. Furthermore, the State, and its agents, employees, and representatives shall have the right of entry and access to the property for the purposes of inspecting the property and exercising its enforcement rights.

In the event (Insert Grantee Name), its successors or assigns, wishes to transfer the property or any interest therein, it shall notify the State in writing of the names and addresses of any party to whom the property is intended to be transferred at least sixty (60) days prior to the time said transfer is to be consummated. Any transferee of the property or any interest therein shall take title subject to the requirements and restrictions referenced herein or applicable to the property. (Insert Grantee Name), its successors and assigns, shall make specific reference to these restrictions in a separate paragraph of all subsequent leases, deeds, or other legal instruments by which the Property or any interest therein is conveyed."

5. Restrictions on Property Purchased Prior to the Grant Award

In the event that the property or easement was purchased prior to the grant award where the Grantee received a waiver, a notice of restriction must be filed in the property records of the county in which the parcel is located which includes restrictive language that recognizes the State's interest in the property and the property's perpetual use for public recreation. This notice shall be in lieu of restrictive language being inserted into the deed or easement. A template notice is included in Appendix H.

Relocation Assistance

If a land acquisition project results in the displacement of people, businesses, or real property, compensation is available. North Carolina law mandates fair and equitable treatment of persons displaced as a result of public works programs in order that such persons shall not suffer disproportionate injuries as a result of programs designed for the benefit of the public.

Documents to be Retained by the Grantee

The following documents must be maintained in the project file for a minimum of five (5) years:

1. PARTF contract and any executed amendments*
 2. Survey(s)
 3. Appraisal(s)
 4. Deed or Easement for each parcel acquired*
 5. Evidence of title for each parcel acquired (Certificate from the Title Guaranty Company or letter from the local government attorney)
 6. Written offer to purchase or signed closing disclosure. (Appendix C)
 7. Proof of payment. Copy of the canceled check(s) for land purchases (front and back copy)
 8. If applicable, relocation documentation
 9. If applicable, required historical, cultural, and environmental assessments or inspections
 10. If applicable, delayed development plan
- * items retained in perpetuity

Land Acquisition with Delayed Development

For PARTF projects that only include land acquisition, public recreation use should begin as soon as possible. Development of park and recreation facilities, as described in the grant application, can be delayed for up to five years from the start date the PARTF grant contract. In the interim, it is important that the property be open to the public to the greatest extent possible. Interim facilities must at least include public access (parking) on the site and some form of recreation such as a picnic area or a trail.

CONTRACT AMENDMENTS

A Grantee is expected to complete the project scope as outlined in the grant contract and the Grantee's PARTF application. However, unforeseen circumstances may occur. This section describes the process for a Grantee to request changes to a PARTF project by amending the contract.

It's important to remember that:

- A Grantee must request an amendment to the PARTF project before making any changes.
- Requesting the deletion of a recreational facility is strongly discouraged.
- Project scope changes will only be approved if they do not alter the evaluation of the Grantee's PARTF application by PARTF scoring system.
- Changes to planning and incidental land costs will not be considered until all other project elements have been completed.
- Initiating a change in the project scope or project costs prior to notifying DNCR will jeopardize the reimbursement for the expense.
- All projects are to be completed by the grant contract's end date.
- Grant contracts cannot be extended or modified after the project period ends.
- The grant amount cannot be increased.

If a Grantee believes that changes are needed to the project scope or project completion date, the local government is strongly encouraged to discuss them with their regional consultant, then submit a **written request based on the consultant's advice**. It is essential to obtain approval before proceeding.

All requests for changes must be submitted by the Grantee in writing to their RRS regional consultant at least **60 days** prior to the change being made and/or the end of the grant contract's expiration date. If the request is approved, the Grantee will receive a project amendment from DNCR to be signed and returned to DNCR for execution.

1. Change in Project Scope - Any change that significantly affects the project elements in the grant contract, requires prior approval by DNCR.

These changes include adding or deleting project elements and making significant changes to the specifications, such as reducing the size of a recreation center. These types of changes usually result in a contract amendment.

To request an amendment to the project scope, the Grantee are required to submit:

- a. A letter describing and justifying why it is necessary to amend the project scope and how the proposed change will impact the project.

For changes that propose a deletion or a significant reduction in size or number of a project element, please describe the Grantee's review and rejection of alternatives to the course of action being proposed. The letter must be on official letterhead and dated and signed by the Mayor, Chairperson, or local government manager.

- b. A dated (month/year) copy of the Revised Project Costs presenting all changes to the project elements as well as changes to the project costs. An example, including the correct format, is on page 16.
- c. As appropriate, submit a dated (month/year) copy of the project's revised site plan (See Appendix D for proper color coding).

Revised Project Scope and Costs (Contract Amendment Required)
Green Park - Town of Parkland

May 2020

| Project Elements (Include specific units - sizes, numbers, lengths, etc. - for each item.) | Unit | Original Cost | Revised Cost |
|---|-------------------|----------------------|---------------------|
| Building and/or Renovating Costs | | | |
| Picnic Shelter (2 grills, 4 tables, and 2 trash receptacles) and Rest Room - (Delete one of the two proposed shelters) | 1 | \$127,000 | \$80,000 |
| Playground (jungle gym, swings, slides, accessible surfacing) | 1 | \$80,200 | \$100,000 |
| Walking Trail - 6' wide, paved trail with 3 benches (Reduce the length from 2,400 lf to 1,400 lf) | 1,400 linear feet | \$20,000 | \$50,000 |
| Little League Ballfield with irrigation, dugouts, fencing, and benches | 1 | \$239,000 | \$299,000 |
| Concession/Restroom Building | 1 | \$95,000 | \$ 120,000 |
| Parking Lot – 75 paved spaces – Change to a gravel parking lot | 1 | \$73,100 | \$30,000 |
| Landscaping – Delete | Lump Sum | \$19,000 | \$0 |
| Costs to Develop the Project | | \$653,300 | \$679,000 |
| Contingency for the Cost of Building / Renovating | | | |
| Contingency (not to exceed 5% of the cost to develop the project or \$50,000 – whichever is less) | 5% | \$32,665 | \$33,950 |
| Costs to Acquire Land | | | |
| Land Purchased | 10 acres | \$56,400 | \$56,400 |
| Costs Related to Building, Renovating and Planning | | | |
| Planning / Incidental Land Costs- Construction management, site planning, preliminary design, survey and appraisals, or the cost of preparing the application (not to exceed 20% of the cost of the project or \$200,000 – whichever is less) | 6.6% | \$52,517 | \$52,517 |
| Total Project Cost | | \$794,882 | \$821,867 |
| Total PARTF Grant Funds | | \$397,441 | \$397,441 |
| Total Local Match | | \$397,441 | \$424,426 |

The revised project costs: 1) deletes one of the two picnic shelters, 2) reduces the length of the trail 3) changes the paved parking lot to a gravel lot; 3) deletes landscaping; and 4) increases the project cost for four project elements (playground, trail, little league ball field, concession stand /restroom). Also, it increases the amount of the local match.

2. **Time Extensions** – The Grantee is expected to complete the PARTF project within the three-year project period stated in the grant contract. However, this may not be possible for reasons beyond the Grantee's control. In such cases, a Grantee may request a time extension of either six months or one year. When determining whether to approve a time extension, DNCR considers the progress made by the Grantee towards completing the project and whether delays were beyond the Grantee's control .

Project period extensions always require an amendment to the grant contract and must be submitted at least **60 days** before the grant contract's expiration date to the Grantee's regional consultant. Time extension requests must include the following information on official letterhead signed by the Mayor, Chairman, or local government manager:

- a. A revised timeline with the later end date for the grant contract including completion dates for each project element.
- b. Brief summary of progress to date on each project element including the percent complete.
- c. Expenditures to date for each project element.
- d. Sound justification for why more time is needed based on circumstances beyond the Grantee's control.
- e. Revised project costs, if applicable.

Staff may issue conditional extension offerings of less than the requested extension to ensure that the Grantee is making sufficient progress toward completing the project. If the Grantee fails to follow the revised timeline, the Grantee may be asked to withdraw the project or additional time extension requests may be denied.

PROJECT COST CHANGES

The Grantee is expected to complete the PARTF project according to the project costs approved in the application. If the total costs for the project are more than those listed in the application, the local government will use its own funds to make up the difference.

However, the Grantee can adjust the cost of individual elements in the scope of work to help with reimbursement requests. These changes do not require a contract amendment.

Reimbursements for a project element are capped by the project costs presented in the PARTF application. If one element is more expensive than anticipated, the cost of that element can be increased, while the cost of other elements decreased. Grantees are encouraged to discuss any proposed project cost change with their regional consultant prior to submitting a written request.

Changes to planning and incidental land costs will not be considered until all other project elements have been completed.

To request an amendment to the project costs, the Grantee is required to submit:

- a. A letter describing and justifying the project cost changes that are needed. The letter must be on official letterhead and dated and signed by the Mayor, Chairperson, or local government manager.
- b. Revised Project Costs showing the original project costs as submitted in the application and the proposed cost changes by project element.
- c. Include the current date (month and year). An example is shown on page 18.

**Revised Project Costs (Cost Changes, No Amendment)
Green Park - Town of Parkland**

May 2020

| Project Elements (Include specific units - sizes, numbers, lengths, etc. - for each item.) | Unit | Original Cost | Revised Cost |
|--|-----------------|----------------------|---------------------|
| Building and/or Renovating Costs | | | |
| Baseball Field – 300 Ft with dugouts, fencing and lights. | 1 | \$175,000 | \$165,000 |
| Playground (jungle gym, swings, slides, accessible surfacing) | 1 | \$50,000 | \$80,000 |
| Walking Trail - 6' wide, paved trail with 3 benches | 2,400 linear ft | \$73,000 | \$90,000 |
| Tot Lot | 1 | \$56,000 | \$45,000 |
| Multi-Purpose Field | 1 | \$50,000 | \$ 95,000 |
| Concession Building | 1 | \$93,000 | \$80,000 |
| Landscaping | Lump Sum | \$29,000 | \$19,000 |
| Costs to Develop the Project | | \$526,000 | \$574,000 |
| Contingency for the Cost of Building / Renovating | | | |
| Contingency (not to exceed 5% of the cost to develop the project or \$50,000 – whichever is less.) | 5% | \$26,300 | \$26,300 |
| Costs Related to Building, Renovating and Planning | | | |
| Planning / Incidental Land Costs- Construction management, site planning, preliminary design, survey and appraisals, or the cost of preparing the application (not to exceed 20% of the cost of the project or \$200,000 – whichever is less.) | 6.5% | \$38,924 | \$38,924 |
| Total Project Cost | | \$591,224 | \$639,224 |
| Total PARTF Grant Funds | | \$295,612 | \$295,612 |
| Total Local Match | | \$295,612 | \$343,612 |

The revised project costs: 1) increases the cost of the playground, walking trail, and multi-purpose field and 2) reduces the cost of the ballfield, tot lot, concession building, and landscaping. Also, it increases the amount of the local match.

AFTER COMPLETING A PARTF PROJECT

Park Operation and Maintenance - Grantees have long-term obligations for facilities developed and land acquired with PARTF assistance.

The grant contract requires the Grantee to:

1. Operate PARTF-assisted facilities to provide public recreation for 25 years from the project's completion. Maintain facilities/areas to be attractive, inviting and safe to the public.
2. Comply with all applicable laws and regulations.
3. Keep the project area/facilities open and accessible for public use at all appropriate times, based on the type of facilities. Full or partial closure of the project area or facilities to public use is a violation of the grant contract. Extended, temporary closures for renovation or other purposes may be acceptable, but should be approved by DNCR before being implemented.
4. Offer a daily use fee for non-members if a membership or annual permit system is in place. Differences in admission and other fees may be instituted on the basis of residence, but non-resident fees cannot exceed twice the amount charged to residents.
5. Use PARTF-assisted land acquisition in perpetuity for only public recreation purposes; whether it was acquired via fee simple acquisition, bargain sale or donation. For easements, no amendment can be inconsistent with the purposes of the public recreation use/conservation in perpetuity.
6. Notify their regional consultant as soon as possible if the project is rendered unusable for any reason; make repairs, at their own expense; and restore public use of the project site.
7. Not discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability with regard to using property or facilities funded with PARTF assistance.

Modifications to a PARTF Site - Changes to PARTF-assisted facilities/areas require prior consent from DNCR and may require an amendment to the grant contract.

Self-Certification Inspections - A Grantee must operate a PARTF-assisted facility for public recreation for at least 25 years. At least once every five years during the 25-year period, the Grantee will be required to conduct a site inspection on behalf of DNCR. The Grantee shall confirm that PARTF-assisted facilities are being well maintained and operated for public recreation purposes. In addition, the Grantee verifies that all applicable PARTF regulations are being met.

The Grantee's assistance with these inspections is in keeping with the PARTF grant contract that the Grantee signed with DNCR. DNCR will send the Grantee the inspection report form and a copy of the site plan to assist with the inspection. The Grantee has 60 days to complete and return the inspection report to DNCR.

WITHDRAWAL / TERMINATION

Unforeseen circumstances can occur and make it impossible for the Grantee to start or complete a project according to the grant contract between DNCR and the Grantee. This may result in the need to withdraw or terminate a project. The termination of a project is the cancellation of PARTF assistance, in whole or in part, at any time prior to its date of completion.

1. **Withdrawal** – The Grantee can withdraw a project unilaterally before it receives PARTF grant funds as reimbursement for expenditures. Otherwise, projects may be terminated by mutual agreement or for cause.
2. **Termination by Mutual Agreement** – DNCR and the Grantee agree upon the conditions for termination, including the effective date and the portion of the project to be terminated.

The Grantee may be entitled to receive reimbursement for expenses related to the satisfactory work completed in proportion to the total scope of the project as described in the grant contract.

With either withdrawal or termination by mutual agreement, the Grantee will be required to:

- a. Solicit public comments concerning the request including a public meeting.
- b. Approve a resolution requesting withdrawal/termination of their PARTF contract after consideration of public comments (See Appendix E).
- c. Send a letter from the Grantee's chief elected official to DNCR that addresses sound local circumstances for the request and the public comments received.

- d. Send a copy of this letter to the Grantee's legislative delegates.
- e. Include records of the public meeting and approved resolution with the request.

For a termination, DNCR will amend the grant contract to reflect the mutually agreed upon conditions and send a copy to the Grantee for signature.

3. **Termination For Cause** – With the guidance of the Parks and Recreation Authority, DNCR may terminate any project in whole, or in part, at any time before the date of completion, whenever it determines that the Grantee has failed to comply with the conditions of the grant. Such action will be taken only as a last resort.

DNCR will notify the Grantee in writing of the determination with the reasons for termination and the effective date. Payments made to the Grantee or recoveries by DNCR under projects terminated for cause shall be in accord with the legal rights and liabilities of both DNCR and the Grantee.

With a partial termination, the Grantee will take actions to make the project useable by public and operated for public recreation according to the grant contract, as agreed upon by DNCR. After termination, the Grantee shall not incur new obligations for the terminated portion of the project and shall cancel as many outstanding project obligations as possible.

The Grantee will be entitled to receive reimbursement for expenses related to the satisfactory work completed in proportion to the total scope of the project as described in the grant contract.

Within 30 days of termination notification, the Grantee will be required to submit project accounting documentation pursuant to the policies and rules of the PARTF program to

DNCR for audit and determination of eligible costs incurred prior to project termination.

Failure by the Grantee to comply with the provisions and conditions set forth in the PARTF administrative rules and grant contract can result in the DNCR declaring the Grantee ineligible for further participation in PARTF, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the DNCR.

CHANGE OF USE

PARTF-assisted facilities are required to be used for public recreation for 25 years. During that time, some facilities may need to be replaced due to changing public preferences or obsolescence. Grantees can request a change of use for these facilities, such as replacing a tennis court with a pickleball court.

To request a change of use for a PARTF, a Grantee should begin by discussing the situation with its regional consultant. The Grantee should describe why the change of use is needed for a facility and what type of facility would replace it.

To formally request a change of use for a PARTF facility, the Grantee sends a letter on letterhead to the DNCR Contract Administrator. The letter should describe why the change of use is needed for a facility and what type of facility would replace it.

If approved, the Grantee is responsible for maintaining the replacement facility for public recreation for the remainder of the 25-year period and providing a revised site plan if needed.

CONVERSIONS

Land acquired with PARTF assistance must be used in perpetuity for only public recreation purposes. Adding facilities or uses for other than public recreation to the project area, is considered a conversion of the PARTF-assisted land from recreation use.

Examples include government buildings (such as town hall, civic center, fire stations), utility structures (water, communication and cellular towers), streets/highways and landfill or storm debris uses.

Conversion of park areas acquired with PARTF assistance is strongly discouraged. The mitigation process is time consuming and costly for the Grantee (See Appendix F).

The Grantee should contact its regional consultant to discuss any potential conversion situations long before taking action

Conversions of PARTF-assisted land requires prior DNCR approval and the implementation of specific mitigation measures as approved by DNCR.

Mitigation measures normally include a requirement to replace the park property with new park property of equivalent recreational or natural resource usefulness and of equal or greater value at the time of the conversion.

PARTF-assisted facilities are to be operated to provide public recreation for 25 years. Discontinuing public recreation use prior to the end of the 25- year period is also a conversion.

Conversions of PARTF-assisted facilities require prior DNCR approval and the implementation of specific mitigation measures as approved by DNCR.

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Appendix A: Progress Inspection Forms

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PARTF Project Inspection Package

| | |
|------------------------------|---|
| Project Number: | 2020 – 9999 |
| Grantee: | Town of Parkville |
| Project: | Central Recreation Park |
| Project Period: | Contract start date – Contract end date |
| Grant Amount: | \$ ###,### |
| Local Match: | \$ ###,### |
| Project Scope: | Sample: Land Acquisition by Donation (11.8 acres) and Development Including Nature Trail, Boardwalk, Walking Trail, Bridges, Picnic Area, Fitness Stations, Parking Lots Renovation and Lighting, Overlook, Site Amenities, Fencing, Landscaping, Planning Costs, Contingency |
| Inspection Due Dates: | Six Month: Contract start date plus six months 1 st Year: Contract start date plus one year 2 nd Year: Contract start date plus two years Closeout: Contract end date plus one month |
| Contact Person: | Name: Email: Phone: |

PARTF Project Inspection Form

Project #: 2020 - 9999

Grantee: Town of Parkville

Project Name: Central Recreation Park

RRS Regional Consultant: Insert Consultant's Name

Six Month Progress Report

| | | | |
|---|----------|---|--|
| Due: Contract start date plus six months | | | |
| Date conducted (DD/MM/YY): by phone interview | | ____/____/____ Local government representative / title | |
| Did the Grantee view the accounting workshop? | ____ Yes | ____ No | The Grantee agrees to review a recording of the most recent accounting workshop recording. |
| Is an accounting system in place to assure proper disbursement and accounting of the grant funds? | ____ Yes | ____ No | If no, the Grantee agrees to establish procedures to assure proper disbursement and accounting of the grant funds. |
| Has the Grantee's contract administrator reviewed the PARTF grant contract and asked any related questions? | ____ Yes | ____ No | If no, the Grantee agrees to read the contract and request any clarifications needed. |
| Has the local government contact reviewed the PARTF Grant Manual and asked any related questions? | ____ Yes | ____ No | If no, the Grantee agrees to read the contract and request any clarifications needed. |
| Has the land been acquired? | ____ N/A | ____ Yes | ____ No |
| If no, when will the acquisition take place? Month / Year: _____ | | | |

Anticipated Timeline for Projects with Development

(Attach additional pages as necessary, such as providing a start and end dates if there are multiple bids)

| Complete Design | Go to Bid | Accept Bid | Groundbreaking/ Start Development | Completion |
|---------------------|---------------------|---------------------|--------------------------------------|---------------------|
| _____ Month/Year | _____ Month/Year | _____ Month/Year | _____ Month/Year | _____ Month/Year |

Regional Consultant's Notes:

Regional Consultant's Signature: _____

I certify that I reviewed the scope of the contract with the local government
and that the information in this report is correct to the best of my knowledge.

PARTF Project Inspection Form

Project #: 2020 - 9999

Grantee: Town of Parkville

Project Name: Central Recreation Park

RRS Regional Consultant: Insert Consultant's Name

1st Annual On-Site Inspection Report

Due: Contract start date plus one year

Date conducted on site:

| | | | |
|--|------------------------------|-----------------------------|--|
| Is an accounting system in place to assure proper disbursement and accounting of the grant funds? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | If no, the Grantee agrees to establish procedures to assure proper disbursement and accounting of the grant funds. |
| Are all records on file (project agreement, bid documentation, signed contract, any change orders, invoices / vouchers, required state permits, etc.)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | If no, the Grantee agrees to update its files to include all relevant documents. |
| Is the project on schedule with the timeline provided? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | If no, the Grantee MUST provide the RRS regional consultant with a revised timeline promptly. Explain why the timeline has changed using the space below. |
| Scope amendment needed? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | If yes, the Grantee MUST request a scope amendment promptly. Explain why the scope has changed using the space below. |

If a change in the timeline or project scope is needed, explain why: (attach additional pages as needed)

List the items in the project scope that are started:

List the items in the project scope that are **NOT** started:

All the land has been acquired and deed restriction added. Has the land been acquired

☐ N/A

☐ Yes

☐ No

When will the acquisition take place?

Month / Year: _____

Certifications: I attended this inspection. I understand that all facilities must be developed according to American with Disabilities Act Accessibility Guidelines (ADAAG) and that all new utilities must be placed underground.

Local government representative / title

Signature

Regional Consultant's Notes:

Regional Consultant's Signature: _____

To complete this inspection report, I visited the PARTF project site with a local government representative and reviewed the project scope, accounting records and project files.

PARTF Project Inspection Form

Project #: 2020 - 9999

Grantee: Town of Parkville

Project Name: Central Recreation Park

RRS Regional Consultant: Insert Consultant's Name

☐ 2nd Annual or ☐ Other On-Site Inspection Report

Due: Contract start date plus two years Date conducted on site:

| | | | |
|---|------------------------------|-----------------------------|---|
| Is the project on schedule with the timeline provided? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | The Grantee must provide the RRS regional consultant with a revised timeline and explanation in writing on letterhead. |
| Have bids been accepted and ground broken for <u>all</u> development projects | <input type="checkbox"/> Yes | <input type="checkbox"/> No | The Grantee understands that <u>time extensions</u> for projects that have not broken ground after two years of the contract period <u>are unlikely</u> and withdrawing the project should be considered. |
| Will a change in scope be required before closeout? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | The Grantee must provide the RRS regional consultant with a contract amendment request and explanation in writing on letterhead. |

List the items in the project scope that are started:

List the items in the project scope that are **NOT** started:

All the land has been acquired and deed restriction added.

☐ N/A

☐ Yes

☐ No

The Grantee understands that time extensions for land acquisition issues are unlikely.

Certifications: I attended this inspection. I understand that all facilities must be developed according to American with Disabilities Act Accessibility Guidelines (ADAAG) and that all new utilities must be placed underground.

Local government representative / title

Signature

Regional Consultant's Notes / explanation of possible delays in finishing the project:

Regional Consultant's Signature: _____

To complete this inspection report, I visited the PARTF project site with a local government representative and reviewed the project scope, accounting records and project files.

PARTF Project Inspection Form

Project #: 2020 - 9999

Grantee: Town of Parkville

Project Name: Central Recreation Park

RRS Regional Consultant: Insert Consultant's Name

Closeout On-Site Inspection Report

Due: Contract end date plus one month

Date conducted on site:

| | | |
|--|------------------------------|------------------------------|
| Is the project completed with the approved scope and budget? | <input type="checkbox"/> Yes | <input type="checkbox"/> No* |
| Does the quality of the site and development appear satisfactory? | <input type="checkbox"/> Yes | <input type="checkbox"/> No* |
| Do all facilities currently comply with ADAAG guidelines? | <input type="checkbox"/> Yes | <input type="checkbox"/> No* |
| The project site plan reflects the type and location of the development? | <input type="checkbox"/> Yes | <input type="checkbox"/> No* |
| Are all new utility lines underground? | <input type="checkbox"/> Yes | <input type="checkbox"/> No* |
| Is there evidence of uses other than public recreation on site? | <input type="checkbox"/> Yes | <input type="checkbox"/> No* |
| Has the Grantee guaranteed all closeout documents within 30 days? | <input type="checkbox"/> Yes | <input type="checkbox"/> No* |

No* - If the response to any of the questions above is no, use this area to explain the reasons.

Is a revised as-built site plan needed?

*If yes, the as-built site plan is required within 30 days of project closeout.

☐ Yes*

☐ No

Planned date of ribbon cutting:
(Development/combination projects)

Planned date of public announcement:
(Acquisition projects)

Email photos of the completed project to the regional consultant

Please consider to inviting local, regional VIPs and the Parks and Recreation Authority members

I attended this inspection and certify that the information on this report is to the best of my knowledge correct.

Local government representative / title

Signature

Regional Consultant's Notes:

Regional Consultant's Signature: _____

To complete this inspection report, I visited the PARTF project site with a local government representative and reviewed the project scope, accounting records and project files.

Local governments are to be presented with a PARTF sign if one isn't already on-site within 45 days of closeout.

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Appendix B: Instructions for Submitting Reimbursement Requests

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Request for Reimbursement General Instructions

- 1) Before beginning, please review the [PARTF Accounting Workshop](#) video about completing reimbursement requests.
- 2) PARTF grant payments are made to a Grantee on a reimbursement basis for up to 50 percent of the total cost of the project.
- 3) All expenditures submitted for reimbursement must be related to elements listed in the project scope of the PARTF grant contract.
- 4) To be eligible for reimbursement, expenditures must occur after the Department of Natural and Cultural Resources and the Grantee have signed the PARTF grant contract and before the end date of contract. (see page 4 for exceptions)
- 5) **For projects without land acquisition** (development only), a Grantee submits:
 - a) Request for Reimbursement
 - b) Detailed Expenditure Report
- 6) **For projects with land acquisition:** the Grantee completes
 - a) Request for Reimbursement
 - b) Detailed Expenditure Report
 - c) Land Acquisition Report and the related forms (Appendix C)
- 7) **For projects with land donation, including bargain sale:** the Grantee completes
 - a) Request for Reimbursement with Land Donation (Appendix C)
 - b) Detailed Expenditure Report
 - c) Land Acquisition Report and the related forms (Appendix C)
- 8) A Grantee may submit a request for reimbursement once per quarter.
- 9) Each request for reimbursement must be at least five percent of the total grant amount or \$2500, which ever is greater.
- 10) The Grantee must complete the scope of work for the project before submitting the final request for reimbursement. The PARTF program will retain at least ten percent of the grant amount for the final reimbursement payment.
- 11) Provide all required signatures and all invoices to document expenditures. Requests for payment will not be processed if these are missing.
- 12) Submit one copy of all documents to the Grantee's regional consultant. The Grantee should also keep a copy of all records.
- 13) The PARTF program will review the information submitted and approve the amount of the reimbursement payment.

Request for Reimbursement Form Instructions

Note: Projects involving land with donated value should use the Request for Reimbursement with Donated Land Value.

Project Information

The following information should be copied from the PARTF grant contract:

- Grantee's name
- PARTF project number
- Project title
- Contract Start Date and End Date

Provide the following information for the current reimbursement request:

- Reporting Period Start Date and End Date – These dates must be within the start date and end date of the project period.
- Request Number: The Grantee numbers the requests consecutively (1, 2, 3, etc.).
- Type of Request: All requests for reimbursement payment are partial requests until the final request. The final request for reimbursement is submitted by the Grantee after the project has been completed.

Summary of Expenditures

- A. Total expenditures for this request for reimbursement (based on the invoices submitted with this request). This total must match the total expenditures from the Detailed Expenditure Report.
- B. Total expenditures to date for the PARTF grant.

Amount of this Request for Reimbursement

- C. Fifty percent of total current expenditures in most cases. The PARTF program will retain at least 10 percent of the grant amount for the final reimbursement payment.

Certification and Signature

An authorized local government representative (chief elected official, county or city manager or finance director) must sign and date the Request for Reimbursement.

Note: The PARTF program approves the amount of the reimbursement payment and may not approve the amount requested by the Grantee. For example, reimbursements for each project element are capped at 50% of the amount listed on the Project Cost until the entire project is complete.

**NC Parks and Recreation Trust Fund Project
Request for Reimbursement**

Project Information

| | |
|-------------------------------------|-------------------------------------|
| Grantee: | Project Number: |
| Project Title: | |
| Project Period Start Date: | Reporting Period Start Date: |
| Project Period End Date: | Reporting Period End Date: |
| Request Number: | |
| Type of Request: (check one) | |
| Partial _____ Final _____ | |

Summary of Expenditures

| | |
|--|----|
| A. Total Expenditures for this Request for Reimbursement | \$ |
| B. Total Expenditures to date | \$ |
| Amount of this Request for Reimbursement (50% of A) | \$ |

Certification: I certify that this information is correct and based on generally accepted local government accounting standards and principles. Expenditures are based on actual payments of record for the purpose of and in accordance with the terms of the grant contract. The funds requested are for reimbursement of costs during the time period indicated above and does not duplicate a previous request. The documentation will be retained in our files for future audits. The contractors used on the project were selected according to local government bidding requirements.

| | |
|---|--------------------------|
| Authorized Representative (Print or Type): | Telephone Number: |
| Name: | |
| Title: | |
| Signature of Authorized Representative | Date |

For Department of Natural and Cultural Resources Use Only

| | |
|--|---|
| Approval for Payment by Regional Consultant | Approval for Payment by Central Office |
| Date: | Date |

Detailed Expenditure Report Instructions

Provide the following information to identify the grant.

- Project title
- PARTF Project number
- Billing Request number
- Reporting Period Start Date and End Date

Instructions for Each Element of the Project Scope

Provide the following information for each project element:

1. The name of the project element. The elements listed on the Detailed Expenditure Report are the same as the project elements listed in the "Project Costs" submitted with the PARTF application.
2. Enter the invoice or American Institute of Architects (AIA) number, date, and amount of each invoice that is being provided to document expenditures related to the element.
3. Total expenditures for this reporting period (Column A) - This is the sum of all the invoices listed this element.
4. Total expenditures to date (Column B) – Add Column A plus all previous expenditures.
5. Project Cost (Column C) – Enter the cost of the element in the application's Project Costs.
6. Percent complete – Estimate the progress on the element by estimating the percentage of the work completed. Enter 100 percent when the element is finished.
7. Comments –
 - a. Describe the progress on the element.
 - b. Describe any circumstances that could prevent the element from being completed on time and according to the cost estimate.
 - c. Identify expenditures that have exceeded the "Project Cost" for the element.
8. Invoices - Provide a copy of each invoice that is listed for a project element or an AIA contract document. If an invoice applies to two or more elements of the project scope, make a copy for each element and indicate the portion of the invoice amount that are applied to each element by highlighting.
 - a. AIA's must include all pages including the Continuation Sheets and Sales Tax Report.
 - b. Please refer to the [PARTF Accounting Workshop](#) for an example of tax and retainage from an AIA invoice.

Page Totals

After completing the information listed above for all elements on the page, calculate the pages totals for each column:

1. Total Expenditures for this Request For Reimbursement
2. Total Expenditures to Date

Grand Totals

3. If needed, use additional Detailed Expenditure Report pages to document the expenditures for all the elements in the project scope. Calculate the sum of all the page totals. Enter the grand totals for Total Expenditures For This Reporting Period (Column A) and Total Expenditures to Date (Column B) on the Request for Reimbursement form.

Sample Detailed Expenditure Report

On the following two pages are samples of a blank Detailed Expenditure Report as well as a completed form. Electronic copies of the Detailed Expenditure Report file as well as the instructions can be downloaded from the www.ncparks.gov/partf via the link "For Grant Recipients".

Page ____ of ____

Page ____ of ____

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8/2020

Page ____ of ____

**Example: NC Parks and Recreation Trust Fund
Detailed Expenditure Report**

| Project Name: Oak City Park Improvements | | | Project Number: 18 - 0999 | | Request #: 2 | | Reporting Period Start Date: 1/1/2020 End Date: 6/30/2020 | |
|--|----------------|--------------|---------------------------|--|--------------------------------|-------------------|---|---|
| Project Element | Invoice Number | Invoice Date | Invoice Amount | (A) Total Expenditures for this Reporting Period | (B) Total Expenditures to Date | (C) Project Costs | Percent Complete | Comments |
| Site Preparation | 13345 | 2/1/2020 | 15,000.00 | 32,500.00 | 40,000.00 | 42,000.00 | 100% | Site preparation is completed and under budget. |
| | A3495 | 3/6/2020 | 17,500.00 | | | | | |
| | | | | | | | | |
| Picnic Shelter | 71743 | 2/7/2020 | 8,000.00 | 50,000.00 | 50,000.00 | 75,000.00 | 50% | Picnic shelter is scheduled to be completed by mid-August. |
| | 89476 | 4/26/2020 | 22,000.00 | | | | | |
| | 4418 | 5/28/2020 | 20,000.00 | | | | | |
| Playground | | | | - | - | 100,000.00 | 20% | The project has been rebid and scheduled to be completed later this year. |
| | | | | | | | | |
| | | | | | | | | |
| Landscaping | | | | - | - | 15,000.00 | 0% | Not scheduled to begin until other elements are complete. Will be completed by the contract end date. |
| | | | | | | | | |
| | | | | | | | | |
| Page Total | | | | \$ 82,500.00 | \$ 90,000.00 | | | |

Appendix C: Requesting Reimbursement for Land Acquisition

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General Instructions

For projects with land acquisition with fee simple purchase: the Grantee completes

- a) Request for Reimbursement (Appendix B)
- b) Detailed Expenditure Report (Appendix B)
- c) Land Acquisition Report and the related forms

For projects with land donation, including bargain sale: the Grantee completes

- a) Request for Reimbursement with Donated Land Value
- b) Detailed Expenditure Report (Appendix B)
- c) Land Acquisition Report and the related forms

These items are submitted to the Grantee's regional consultant.

N.C. Parks and Recreation Trust Fund Land Acquisition Report

Grantee (Local Sponsor): _____

Project Title: _____ Project #: _____

Project Period: _____ to _____
(Beginning Date) (Ending Date)

Documentation Required:

1. A deed or easement containing the relevant restrictive clause (see Appendix H) for each parcel acquired.
2. Evidence of title for each parcel acquired (Certificate from the Title Guaranty Company or letter from the local government attorney).
3. [Written offer to purchase](#) or signed closing disclosure statement.
4. Proof of payment. (Canceled checks - front and back or copy of wire transfer)
5. An appraisal for each parcel completed using the [Uniform Standard of Professional Appraisal Practices \(USPAP\)](#) or Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book appraisal) unless it was provided earlier. If land value exceeds \$500,000, two appraisals are required.
6. Reimbursement Request Form or Reimbursement Request with Donated Land Value.

Summary of Acquisition Costs: Supply the information below for each parcel acquired. Attach supplemental pages if additional space is required. Place the total for the "Land Acquisition Cost" column on the Detailed Expenditure Report under Element entitled "Land Acquisition". Acreage and value must match the appraisal.

Summary of Acquisition Costs

| Parcel Number | Date Costs were Incurred | Acres Acquired | Land Acquisition Cost | Approved Appraisal Amount | Difference (+ or -) |
|----------------|--------------------------|----------------|-----------------------|---------------------------|---------------------|
| #1 | | | | | |
| #2 | | | | | |
| #3 | | | | | |
| #4 | | | | | |
| #5 | | | | | |
| Totals: | | | | | |

Local Government Certification: I hereby certify that the expenses represented, and the accompanying documents are true and correct. I also certify the acquisition has been completed in accordance with the grant contract.

Name (printed/typed): _____ Title: _____

Authorized Local Government Representative
(signature)

(Date)

For Use by the North Carolina Department of Natural and Cultural Resources.

Approved for Reimbursement:

Regional RRS Consultant

Grant Program Administrator

Date

Date

OFFER TO PURCHASE

This document shall be used for land acquisition projects assisted by funds from the North Carolina Parks and Recreation Trust Fund when there is any cash compensation involved. An **OFFER TO PURCHASE**, signed by the project sponsor/buyer and the landowner/seller (or their legal representative), will be required for each property approved for acquisition.

Section A: Project Description (completed by project sponsor)

| | | |
|---|---|--|
| 1. PARTF Project Number <input type="text"/> | 2. DENR Contract Number <input type="text"/> | 3. PARTF Project Title <input type="text"/> |
|---|---|--|

Section B: Project Sponsor/Buyer

| | | | |
|---|---|----------------------------------|-------------------------------------|
| 1. Project Sponsor <input type="text"/> | 2. Sponsor's Representative <input type="text"/> | | |
| 3. Address of Sponsor <input type="text"/> | 4. City <input type="text"/> | 5. State <input type="text"/> | 6. Zip Code <input type="text"/> |

Section C: Seller Information (Owners of record of the real property)

| | | | | |
|--|---------------------------------|----------------------------------|-------------------------------------|--|
| 1. Name of Seller(s) <input type="text"/> | | | | |
| 2. Address of Seller (s) <input type="text"/> | 3. City <input type="text"/> | 4. State <input type="text"/> | 5. Zip code <input type="text"/> | |

Section D: Legal Description of Property (completed by project sponsor)

A legal description of the real property proposed for conveyance must be attached to this document. This legal description must be reviewed by both the landowner and project sponsor before the "OFFER TO PURCHASE" is signed.

Section E: Just Compensation (completed by project sponsor)

Just compensation, the State Property Office Approved Fair Market Value, has been identified as \$

Section F: Offer to Purchase Price (completed by project sponsor)

An Offer to Purchase has been made in the amount of: \$

Section G: Project Sponsor's Certification (completed by project sponsor)

By execution of this agreement, the project sponsor offers to purchase the described real property for the price stated in Section F and to pay the incidental closing costs, unless waived in writing by the seller/landowner.

Signature of Sponsor's Legal Representative

Date

Section H: Seller/Landowner Certification

By execution of this agreement, the seller/landowner certifies the following:

1. I have been informed of all my rights and benefits under the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970.
2. I have been provided with a "Statement of Just Compensation."
3. I accept this Offer to Purchase.

Signature of Seller or Owner's Legal Representative

Date

It is a requirement that this completed and fully executed document be submitted with the sponsor's first PARTF Request for Reimbursement.

PARKS AND RECREATION TRUST FUND
Request for Reimbursement with Donated Land Value

Project Information

| | | |
|-----------------------------------|-------------------------------------|--|
| Grantee: | | Project Number: |
| Project Name: | | |
| Project Period Start Date: | Reporting Period Start Date: | Request Number: |
| Project Period End Date: | Reporting Period End Date: | Type of Request: (check one) Partial _____ Final _____ |

Determine Donated Value: Land that is donated or purchased for less than appraised value

| | | |
|--------------------------------------|--------------|--|
| Appraised Value | \$ | |
| Minus Purchase Price (if applicable) | \$ < _____ > | |
| Donated Value (DV) | \$ | |

Summary of Expenditures

| | |
|--|----|
| A. Total Expenditures for this Request for Reimbursement | \$ |
| B. Total Expenditures to date | \$ |
| Amount of this Request for Reimbursement | |
| Compare donated value (DV) with expenditures for this request (A) | |
| 1. If DV greater than or equal to A, reimbursement is equal to A | \$ |
| 2. If DV is less than A, reimbursement is [DV + 50% of (A-DV)] | |
| Note: If DV is greater than A, the excess donated value will be carried over to subsequent reimbursement requests. | |

Certification: I certify that this information is correct and based on generally accepted local government accounting standards and principles. Expenditures are based on actual payments of record for the purpose of and in accordance with the terms of the grant contract. The funds requested are for reimbursement of costs during the time period indicated above and does not duplicate a previous request. The documentation will be retained in our files for future audits. The contractors used on the project were selected according to local government bidding requirements.

| | |
|---|--------------------------|
| Authorized Representative (Print or Type): | Telephone Number: |
| Name: | |
| Title: | |
| Signature of Authorized Representative | Date |

For Department of Natural and Cultural Resources Use Only

| | |
|--|---|
| Approval for Payment by Regional Consultant | Approval for Payment by Central Office |
| | |
| Date | Date |

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Appendix D: Instructions for As-Built Site Plans

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Instructions for Producing As-Built Site Plan

If the park layout differs from the plan submitted with the application, the Grantee *must* submit two (2) color-coded, scaled site plans with the closeout documentation. A site plan will remain part of the official project file for reference when determining grant-funded facilities. Site plans should be no smaller than one 8 1/2" x 11" page and no larger than an 11" x 17" page. Do not use card stock or similar heavy paper. Also include two (2) copies of an 8 1/2" x 11" floor plan if the project includes a large building such as a community center. Do not include floor plans for picnic shelters or restrooms.

Include the following items on each site plan with appropriate color coding:

GREEN: PARTF Funded Facilities – Recreational facilities, support facilities and other items funded with this grant. Do not include grading or utilities.

RED: Park Boundaries

ORANGE: Future Facilities / Development

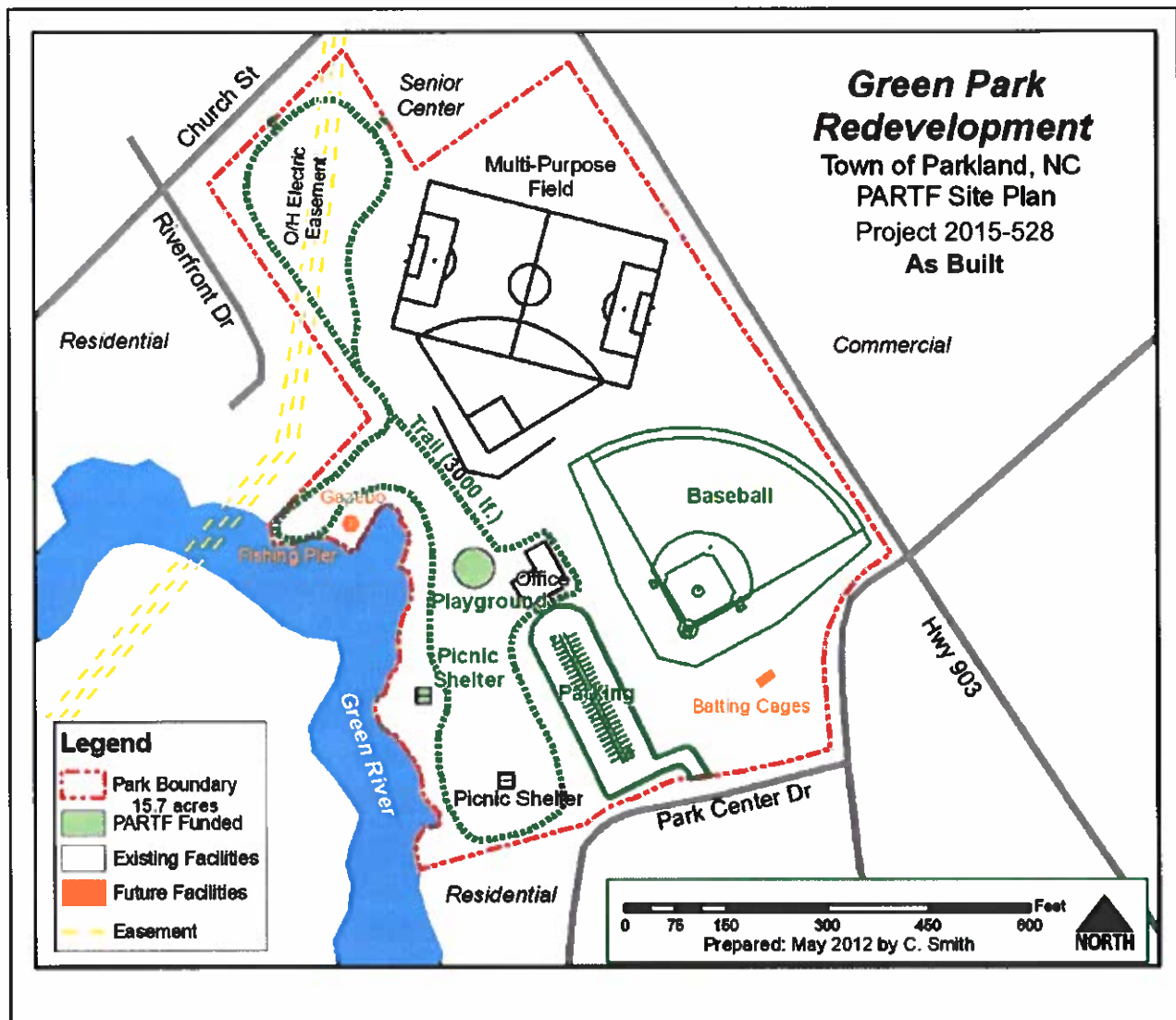
YELLOW: Easements (power, sewer, water lines)

WHITE: Pre-Existing facilities OR facilities developed with non-PARTF funds

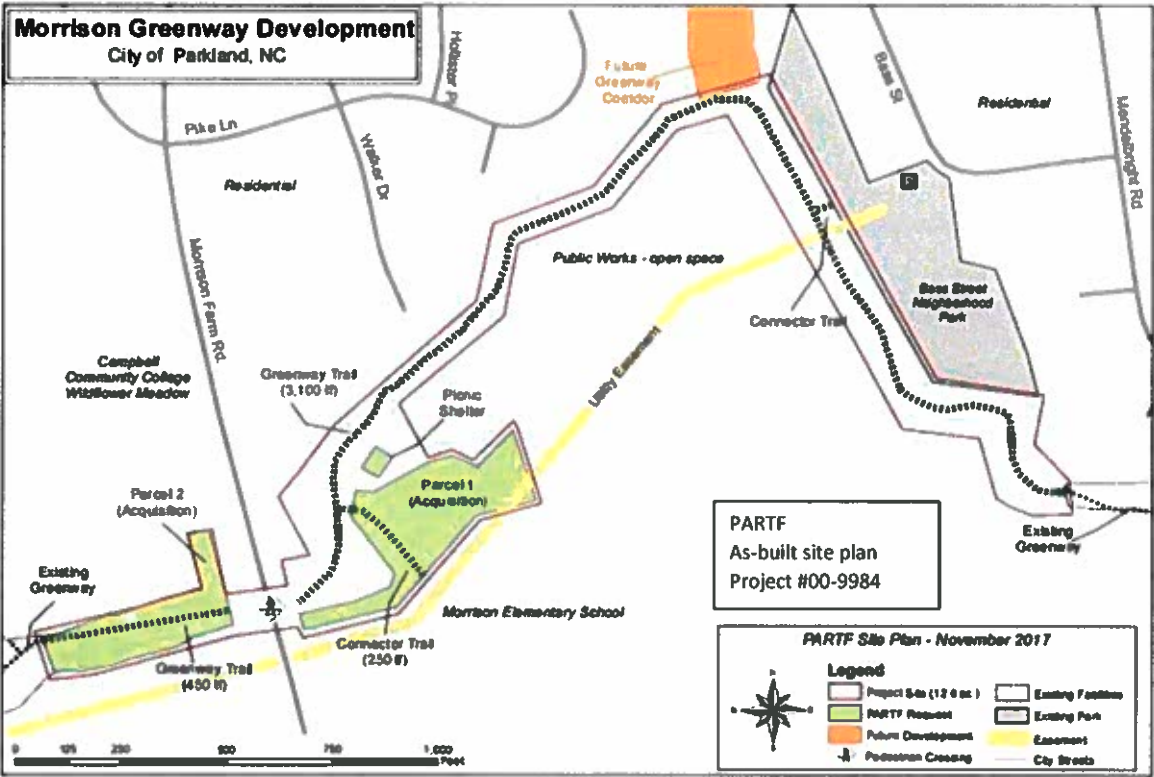
Also include on the site plan:

- **Title:** Name of project, Grantee and PARTF project number
- **Type of Site Plan:** AS BUILT
- **Site Plan Information:** North arrow, Scale bar and date prepared and prepared by.
- **Roads** – Show and label entrance and access roads to the site as well as names of adjacent roads
- **Acreage:** Site acreage (separate land and water acreage)
- **Uses of Adjacent Property** (examples: residential, undeveloped, business)

Example of As-Built Site Plan for a Single Park Site



Example of As-Built Site Plan for a Linear Park



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Appendix E: Resolution to Terminate / Withdraw a PARTF Project

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**A RESOLUTION AUTHORIZING LOCAL GOVERNMENT NAME TO REQUEST
TERMINATION/WITHDRAWAL OF A NORTH CAROLINA PARKS AND RECREATION TRUST FUND GRANT**

WHEREAS, the local government name applied for and received a grant in 20xx from the North Carolina Parks and Recreation Trust Fund (PARTF) to assist with project / park name in the amount of \$xxx,xxx; and

WHEREAS, the local government name and the Department of Natural and Cultural Resources entered into a contract (DNCR contract number) to complete the PARTF project with in a three-year period.

WHEREAS, the local government name has decided not to go forward with the PARTF project, and

WHEREAS, the local government name has informed the public through a public hearing on date to accept public comment about the proposed action to request withdrawal of the PARTF grant award.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE local government name requests that the Department of Natural and Cultural Resources withdraw the PARTF grant award and terminate the contract (DNCR contract number); and

local government name shall absorb all current, past and future expenses incurred with the project and will absolve the Department of Natural and Cultural Resources of any past or future liability from the project.

Name and Title of the Chief Elected Official

Adopted this the xxx day of month, 20xx.

I, name, Clerk of the local government name, do hereby certify that the foregoing is a true copy of a resolution which was duly adopted by the name of governing board at its meeting on date.

Witness my hand and the official seal of the local government on this the day of month, 20xx.

Name and Title of Local Government's Clerk

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Appendix F: Process for Requesting the Conversion of a PARTF Project

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**Authority and Rules for the Conversion of PARTF Project
to Uses Other Than Public Recreation**

07 NCAC 13K .0109 SITE CONTROL AND RESTRICTION

(a) Land acquired with PARTF assistance shall be restricted in perpetuity for local park and recreation purposes for the use and benefit of the general public. The restriction shall be recorded in the public property records by the grantee.

(b) The site of a PARTF project for development shall be controlled, such as through fee simple ownership or long-term lease, by the grantee by the closing date of the application submission period. Any lease agreement shall extend for a minimum of 25 years unless the property is the subject of a federal, State, or local leasing arrangement that provides assurance that 25 years of public recreational use will be maintained.

(c) Grantees shall assure that PARTF-assisted development facilities are maintained and managed for public recreation use for a minimum period of 25 years after the completion date set forth in the grant agreement.

(d) PARTF-assisted land and facilities shall not be converted to uses that are other than public recreation without approval by the Department, in the following manner:

- (1) A grant recipient shall request approval from the Department before any conversion occurs.
- (2) The grant recipient shall receive public comments for a period of 30 days regarding the proposed conversion and address comments received prior to forwarding a conversion request to the Department.
- (3) The Department shall deny the request if approval would impede access to or result in a net loss of recreational opportunities for the surrounding community.
- (4) All conversions shall be mitigated with measures determined by the Department and the grant recipient and approved by the Department with advice from the Parks and Recreation Authority.
- (5) The primary mitigation measure for a conversion is to have the grantee replace, at its own expense, land acquired with PARTF assistance with land of equal current fair market value and recreational usefulness. Recreational usefulness shall be determined by public recreational need in the surrounding community by the grantee, with approval by the Department. Facilities built with PARTF assistance shall be replaced with facilities of equal current replacement value, and recreational usefulness. Replacement areas shall also:
 - (A) be within the grantee's jurisdictional boundaries;
 - (B) provide or be part of a recreation area; and
 - (C) be consistent with all application requirements for a new PARTF application.
- (6) Replacement property and facilities shall be encumbered by the same obligations as specified in the project agreement and rules of this Section for the converted property or facility.
- (7) If the Department determines that the local government cannot replace the land or facilities, the Department may mitigate the conversion by the grantee repaying PARTF with funds equal to the current value of the land or facilities.
- (8) The Department shall include provisions on conversions in all grant agreements.

(e) If PARTF-assisted facilities are built on public school property, the applicant(s) shall submit an agreement with the application describing that the facilities will be available to the general public during non-school hours. Projects on land owned by a school shall have sign(s) installed informing the public that the facilities are open to the general public. These signs shall also state the times when the facilities are reserved exclusively for school use.

(f) Failure by the grantee(s) to comply with the rules of this Section or the project agreement may result, in addition to any other legal remedies, in the Authority declaring the grantee(s) ineligible for further participation in the PARTF until such time as compliance has been obtained.

1. *History Note: Authority G.S. 143B-135.56;*
2. *Temporary Adoption Eff. November 1, 1994, for a period of 180 days or until the permanent rule becomes effective, whichever is sooner;*
3. *Eff. April 1, 1995;*
4. *Amended Eff. October 1, 2007; August 1, 1998;*
5. *Transferred from 15A NCAC 12K .0109 Eff. April 1, 2017;*
6. *Readopted Eff. June 1, 2020.*

Definition of a Conversion

A conversion is the use of property acquired or facilities built with PARTF assistance for a purpose other than public recreation. This includes all property or permanent easements that are donated, purchased or purchased as a bargain sale as a component of a PARTF grant.

Identifying Property Acquired and Facilities Built with PARTF Assistance

When PARTF funding is used by a local government to acquire land via fee simple title or permanent easement, PARTF rules require the land to be used in perpetuity for only public recreation use. In completing a PARTF grant, the Grantee surveys the property acquired with PARTF assistance and this survey defines the area to be used only for public recreation. All facilities built with PARTF assistance are identified in the Grantee's contract and the as-built site plan that the Grantee submits upon completion of a PARTF project. The survey of the property and/or the as-built site plan is to be kept on file by the Grantee and DNCR.

Examples of Conversions of Property Acquired with PARTF Assistance

Conversions include all of the following:

1. The addition of any public or private facilities, other than public recreation facilities and facilities to support recreation, to property acquired with PARTF assistance (i.e. the project area). This includes the addition of cellular towers, libraries, township/village halls, fire stations, etc.
2. Making use of an existing structure in the project area for purposes other than public recreation. Short-term uses (generally less than one year) are not considered a conversion, but are considered a project change requiring prior DNCR approval.
3. Leasing or otherwise granting control of all or a portion of the project area to another entity.
Exceptions:
 - a. Short-term leases (generally under one year) that have minimal negative impact on the public recreational value of the project area are not considered a conversion, but are always considered a project change requiring prior DNCR approval.

- b. Leases of the project area for the purpose of having an entity operate the project area or facilities on behalf of the Grantee for public recreation purposes are not considered a conversion; however, Grantees should make the DNCR aware of operational leases and provide a copy to the agreement to be included in the project file.
- 4. The sale or transfer (including trading, giving away or granting permanent easements) of lands or rights in the project area to another entity.
- 5. Permanently closing all or a portion of the project area to the public. Non-permanent closures are considered a project change and require prior DNCR approval.

Requirements for the Mitigation of Conversions of Property

- 1. The primary mitigation for a conversion of property is to have the Grantee replace, at its own expense, land acquired with PARTF assistance with land of at least equal current fair market value and recreational usefulness. Replacement areas shall also be within the Grantee's service area; provide or be part of a viable recreation area; and be to the maximum extent possible, consistent with all current application requirements for a new PARTF application.
- 2. Conversions of properties acquired with PARTF assistance shall be mitigated with the addition of new recreation property that was not in public ownership at the time of the conversion.
- 3. DNCR may also, at its discretion and on a case-by-case basis, consider and approve other forms of mitigation, including cash repayment to the PARTF, when it has been demonstrated to DNCR's satisfaction that no viable replacement property can be found.
- 4. Alternative forms of mitigation, including cash repayment, shall be based on the DNCR-approved appraised value of the property at the time of conversion or the original award amount, whichever is greater.

Requirements for Mitigation of Conversions of Facilities

Any reduction or loss in usefulness in a PARTF-assisted facility shall be mitigated to DNCR's satisfaction. Mitigation of facilities may include relocation or replacement with facilities of similar monetary value and recreation usefulness taking into consideration the age of the facilities and their current use. Alternative forms of mitigation, including cash repayment, shall be based on the DNCR-approved value of the facility at the time of conversion.

Exceptions to the PARTF Requirements for Mitigation

DNCR may consider and approve requests for exceptions to the PARTF requirements for mitigation as part of a conversion proposal, when requested and approved by DNCR prior to the conversion. Upon approval of an exception, DNCR may waive the mitigation requirement or approve alternative methods of mitigation. Exceptions may fall within one of the following categories:

- a. The addition of underground utility easements when it has been demonstrated to the satisfaction of DNCR that there will be no significant impacts on the recreational value of the PARTF-assisted property or facilities (**See Appendix G**).
- b. Lease agreements that can be demonstrated to DNCR's satisfaction to have minimal impact on the public recreation value of the PARTF-assisted property or facilities and when any proceeds will be dedicated to maintenance or development of the project area.

- c. Sale or transfer of a small percentage of the project area to another unit of government for public recreation purposes when it can be demonstrated to DNCR's satisfaction that the impact on the recreational and/or resource protection values of the project area is negligible and when any proceeds will be dedicated to maintenance or development of the project area.
- d. Easements granted for the purpose of crossing PARTF-assisted trails, when the Grantee has written guidelines in place for evaluating requests for trail crossings and minimizing their impacts on trail use.
- e. Sale or transfer of the project area to another eligible PARTF Grantee that will assume all of the current grant contract obligations.

Requirements for Replacement Property

1. To be approved, a replacement property must be:
 - a. of reasonably equivalent or superior location and offer reasonably equivalent or superior recreation and/or natural resource values;
 - b. within the Grantee's service area;
 - c. consistent with all current application requirements for new PARTF acquisition applications;
 - d. provide for or be part of a viable public recreation area; and
 - e. meet all current State Environmental Policy Act (SEPA) standards and be demonstrated as safe for recreational use.
2. The value of the replacement property must be equal or greater than the fair market value (FMV) of the property to be converted, based on the DNCR-approved appraisal(s) of the converted and replacement parcels completed at the time of conversion. If the current FMV of the property to be converted is less than the FMV at the time PARTF assistance was provided, the substitute parcel must have a dollar value at least equal to the original FMV.
3. If only a portion of the project area is proposed for conversion, it is within DNCR's discretion to determine the size of the parcel that will be converted, based on the impact of the conversion on overall project area and the land remaining in public recreation. If PARTF-assistance was used to acquire property that was an addition to an existing park or recreation area, DNCR may also consider the impact of the conversion on the overall park or recreation area in determining the acreage that will be converted.
4. Approved replacement parcels shall be encumbered by the same obligations and conditions as specified in the Grant Contract and North Carolina Administrative Rules for the converted parcel, as amended.

Unapproved/Unresolved Conversions

1. Recipients of PARTF assistance that convert any portion of the project area without approval of DNCR are in violation of their Grant Contract. DNCR may take corrective actions called for in the Grant Contract.
2. Requests will be considered for mitigation of a conversion that has taken place; however, undertaking a conversion without prior approval represents a violation of this policy and subjects the Grantee to corrective action.
3. Upon discovery of an unapproved conversion, if a Grantee does not implement DNCR-approved mitigation measures within a time frame established by DNCR, the recipient may, at DNCR's

discretion, be considered ineligible for PARTF assistance for a period determined by DNCR and the Parks and Recreation Authority.

Additional Requirements

1. It is the responsibility of the Grantee to address issues of local concern prior to forwarding a conversion request to DNCR.
2. For project areas that have also received grant assistance under other programs, such as the Land and Water Conservation Fund, the most stringent of the program requirements will govern any proposed conversion.
3. It is the responsibility of Grantees and DNCR to know the facilities built with PARTF assistance as well as the boundaries of PARTF-assisted areas and to ensure these areas and/or facilities remain dedicated to public recreation.

Steps to Request a Proposed Conversion

1. **Contact a regional consultant** - Grantees are encouraged to contact DNCR field representatives, their RRS regional consultant, to discuss their potential conversion and receive assistance on how to proceed. The regional consultant is the single point of contact for a Grantee for the PARTF grant program, including requests for a conversion.
2. **Submit an Initial Proposal** - Prior to submitting a request to convert property or facilities with PARTF assistance, a Grantee must submit an initial proposal to their regional consultant that includes:
 - a. A description of the PARTF-assisted land (size and location) and/or facilities that the Grantee is proposing to convert as well as the replacement land and/or facilities proposed as mitigation.
 - b. The reasons why the conversion is being requested including why the conversion is necessary.
 - c. A request for the conversion signed by a representative of the local government such as the parks and recreation director or a similar position.
3. **Receive an Approval to Proceed from DNCR** – DNCR will respond to the initial proposal with either an approval to proceed with the conversion request or a disapproval of the request.
4. **Prepare a Request for a Conversion** – All conversion requests must include basic information about the PARTF-assisted project, the reasons for the conversion, an analysis of the alternatives considered, and a description of the public involvement process conducted for the conversion. These elements are described in item # 5. A conversion request will have different elements depending on whether the request is to convert property (item # 6) or facilities (item # 7).
5. **Elements Needed for All Conversions** - Conversion requests must be submitted in writing to DNCR via the Grantee's regional consultant prior to the conversion taking place. Requests must include the following information, subject to minor modification on a case-by-case basis by DNCR staff:
 - a. **Basic Information** - Brief history of the project and site:
 - i. grant number and project name,

- ii. completion date,
 - iii. grant amount,
 - iv. historic and current uses of the project area and facilities,
 - v. current plat map and site plan of the project area,
 - vi. A description of the PARTF-assisted land (size and location) and/or facilities that the Grantee is proposing to convert as well as the replacement land and/or facilities proposed as mitigation.
 - vii. proposed uses for the converted land and/or facilities.
- b. **Justification of the Conversion** – The Grantee must describe the reasons why the proposed conversion is necessary.
- c. **Analysis of the Alternatives to the Conversion** – The Grantee must demonstrate that they have reviewed and exhausted all reasonable alternatives before proposing a conversion. The Grantee must include the list of reasonable alternatives that were considered and why the alternatives should be rejected.
- d. **30-Day Comment Period** - Prior to submitting a conversion request to DNCR, a Grantee must provide the public a well-publicized opportunity of at least 30 days to review the proposed site conversion and mitigation proposals. Publication of the opportunity for public review must include all of the channels normally used by the community to publicize its official actions, including publication in a newspaper of general circulation and posting of the notice at the property proposed for conversion. If the PARTF-assisted property or facilities are regional in nature and/or is supported by multiple jurisdictions, for example a linear park, the public comment opportunity must be publicized to all residents of all of the affected communities. The conversion request must include:
 - i. A description of the process used to gather public input on the proposed conversion and mitigation sites
 - ii. The evidence of the public notice
 - iii. A certified copy of the minutes of the public meeting used to gather public comment.
 - iv. The comments received during the 30-day comment period.
 - v. The steps the Grantee has taken to address the issues raised by the public regarding both the conversion and the proposed mitigation. DNCR may request additional information regarding the steps taken to address local concerns.
- e. **Conduct a Public Meeting** - The Grantee's governing body must hold a well-publicized public meeting to discuss the proposed conversion and mitigation and pass a resolution supporting the request to convert a PARTF-assisted site. The notice for this meeting should include the same channels as the notice for the public review period, including publication in a newspaper of general circulation in the affected areas at least 7 days prior to the meeting. The notice must also clearly state that the conversion issue is on the agenda and formal action is expected to be taken at this meeting. The meeting must be held and the resolution dated after the public's opportunity to review the proposal.
- f. **Resolution from the Governing Body** - A certified copy of a resolution from the Grantee's governing body supporting the proposed conversion and committing to providing the required mitigation (Sample Resolution, page 71).

6. Elements Needed for Conversions of PARTF-Assisted Property

- a. A description of the PARTF-assisted land including size and location. If less than the entire project area will be converted, a description of the impact of the conversion on the land within the project area that will remain in public recreation use. Estimated fair market value (FMV) of the parcel proposed for conversion based on an appraisal.
- b. Description of the proposed replacement parcel, including:
 - i. Current ownership and five year history of conveyance
 - ii. Property uses and conditions
 - iii. Proposed uses once acquired by the Grantee
 - iv. Description of how the parcel is equal or superior in recreational value and/or resource protection values of the parcel to be converted.
 - v. Estimated fair market value (FMV) of the parcel proposed for conversion. All appraisals must be produced by a licensed appraiser. The appraiser must certify that each appraisal was completed using the Uniform Standard of Professional Appraisal Practices.
 - vi. If the Grantee is requesting an alternative form of mitigation, or to be exempted from mitigation, include a description of the proposed mitigation and a rationale for the request, including an explanation of why replacement is not feasible.
- c. Prepare a survey map(s) that displays the converted and replacement areas. The map(s) must include a surveyor's stamp and signature and must be signed and dated by the Grantee's chief elected official.
- d. Preliminary site plan for the replacement property showing the proposed uses.
- e. SEPA Environmental Assessment for the converted and the replacement properties. An environmental review of the converted site was a part of the PARTF grant selection process and is required for replacement property.
- f. A commitment to acquire the replacement property within 90 days of the conversion taking place or for conversions that have already taken place, within 90 days of the mitigation being approved.

7. Elements Needed for Conversions of PARTF-Assisted Facilities

- a. A description of the PARTF-assisted facilities including size, public use, and location. If not all the facilities at a PARTF project site will be converted, a description of the impact of the conversion on the land within the project area that will remain in public recreation use.
- b. A description of the proposed mitigation (replacement or repayment). If the Grantee is requesting an alternative form of mitigation, or to be exempted from mitigation, include a description of the proposed mitigation and a rationale for the request, including an explanation of why replacement is not feasible.
- c. If repayment is the proposed mitigation, the Grantee must provide an estimate of the value of the facility at the time of the conversion.
- d. A commitment to replace the facility(s) within two years of the conversion taking place.
- e. An updated site plan reflecting the proposed mitigation.

DNCR Review of Conversion Requests

Conversion requests will be reviewed and evaluated by DNCR. Based on this review, DNCR, with advice from the Parks and Recreation Authority, may deny or accept the request as proposed or request modifications. Grant Contract amendments will be executed to finalize all approved conversions and to incorporate any conditions imposed by DNCR as part of the mitigation approval.

Evidence of Compliance with the Mitigation Requirements

The Grantee will be required to provide documentation of compliance with the required mitigation to DNCR within the time frames established at the time of the final conversion approval.

Checklist for Proposed Conversions

| Check Items Included | A) Grant information |
|----------------------|--|
| _____ | 1. Grant number |
| _____ | 2. Project Name |
| _____ | 3. Completion date |
| _____ | 4. Grant amount |
| _____ | 5. Brief history of the use of the area |
| _____ | 6. Current uses of the project area and/or facilities |
| _____ | 7. Current plat map |
| _____ | 8. Site plan of the project area |
| _____ | 9. A description of the PARTF-assisted land (size and location) and/or facilities that the Grantee is proposing to convert as well as the replacement land and/or facilities proposed as mitigation. |
| _____ | 10. Proposed uses for the converted land and/or facilities |
| | B) Reasons for the Proposed Conversion |
| _____ | 1. Justification |
| _____ | 2. Analysis of Alternatives |
| | C) Public Input Process |
| _____ | 1. A description of the process used to gather public input on the proposed conversion and mitigation sites |
| _____ | 2. The evidence of the public notice |
| _____ | 3. Evidence of Public Comments from the 30-day comment period |
| _____ | 4. A certified copy of the minutes of the public meeting used to gather public comment. |
| _____ | 5. The steps the Grantee has taken to address the issues raised by the public regarding both the conversion and the proposed mitigation. |
| _____ | 6. Governing Board's approved resolution. |

| | |
|-------|---|
| | D) Elements Needed for Conversions of Property |
| _____ | 1. A description of the PARTF-assisted land including size and location. |
| _____ | 2. Appraised fair market value of the PARTF-assisted property |
| _____ | 3. SEPA Environmental Assessment for the Converted Property |
| | 4. Description of the Replacement Property |
| _____ | a. Ownership history and five year history of conveyance |
| _____ | b. Current and proposed use of the property |
| _____ | c. Recreational value of the property |
| _____ | d. Appraised fair market value of the property proposed as replacement. |
| _____ | e. Alternative form of mitigation, if requested |
| _____ | f. Plat map with metes and bounds signed by chief elected official |
| _____ | g. Preliminary site plan for the replacement property showing proposed uses. |
| _____ | h. SEPA Environmental Assessment for the replacement property |
| _____ | i. Commitment to acquire replacement property within 90 days |
| _____ | j. Updated site plan and vicinity map, if applicable |
| | E) Elements Needed for the Conversion of Facilities |
| _____ | 1. A description of the PARTF-assisted facilities including size, public use, and location. If not all the facilities at a PARTF project site will be converted, a description of the impact of the conversion on the land within the project area that will remain in public recreation use. |
| _____ | 2. A description of the proposed replacement facilities. |
| _____ | 3. If the Grantee is requesting an alternative form of mitigation, or to be exempted from mitigation, include a description of the proposed mitigation and a rationale for the request, including an explanation of why replacement is not feasible. |
| _____ | 4. If repayment is the proposed mitigation, the Grantee must provide an estimate of the value of the facility at the time of the conversion. |
| _____ | 5. A commitment to replace the facility(s) within two years of the conversion taking place. |
| | 6. An updated site plan reflecting the proposed mitigation. |

**A RESOLUTION AUTHORIZING CONVERSION OF A NORTH CAROLINA PARKS AND RECREATION TRUST
FUND GRANT SITE**

WHEREAS, the Local government received a N.C. Parks and Recreation Trust Fund (PARTF) grant in 20xx, (DNCR contract number #) from the North Carolina Department of Natural and Cultural Resources (DNCR) to assist in the acquire of xx acres for its Park Project Name; and

WHEREAS, in accordance with the grant criteria of PARTF, a declaration of restrictions was recorded in the County of NAME Registry restricting the use of the xx number of acres converted acres to public recreation; and

WHEREAS, the Local government has reviewed and considered public comments and subsequently approves the reason(s) for a conversion such that the land will no longer meet the PARTF grant criteria; and

WHEREAS, the governing body of the Local government hereby determines that it is necessary and in the public interest to convert xx number of acres of land to non-recreation use and to provide at least equivalent valued replacement land; and

WHEREAS, the Local government, upon approval by the North Carolina Department of Natural and Cultural Resources, has selected a xx-acre name of alternative park site as replacement property for the PARTF grant, which will include a declaration of restrictions to be recorded in the County of Name Registry:

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE LOCAL GOVERNMENT, THAT:

1. The Local government requests to convert the use of the xx acres having an address Street in City, NC, and requests DNCR approval to release the declaration of restrictions recorded in Deed Book xxx, County of Name Registry.
2. The Local government shall provide at least equivalent valued replacement property of approximately xx acres, located at the location of alternative site in City, NC, being a portion of that parcel having PIN # xxxxx and upon approval by DNCR shall record a declaration of restrictions on that approximate xx-acre portion of the property restricting its use to public recreation in perpetuity.

Typed or Printed Name and Title of Mayor or Chairman of County Commissioners
Adopted this day of month, 20xx.

I, xxx, Clerk of the Local government, do hereby certify that the foregoing is a true copy of a resolution which was duly adopted by local governing body, council or commission of the Local government at its meeting on month, day, year.

Witness my hand and the official seal of the Local government on this the ____ day of month, 20xx.

xxx, Town and/or County Clerk
(Local Government Seal)

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Appendix G: Process for Requesting an Underground Utility Easement

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Underground Utility Easements

DNCR may approve the addition of underground utility easements on a park site acquired with PARTF assistance if the local government grantee can demonstrate to the satisfaction of DNCR that there will be no significant impacts on the public recreational value of the PARTF assisted property or facilities.

Steps Required to Request an Underground Utility Easement:

1. Contact the Regional Consultant – Grantees are encouraged to contact their RRS regional consultant to discuss their proposed utility easement and receive assistance on how to proceed.
2. Describe the proposed easement (purpose, who/what it will serve, other alternatives considered and justification for placing the easement within the park boundaries).
3. What is the size (width and length) of the easement and how much park acreage will be needed for the easement?
4. Describe the possible impacts on the park and the effect on PARTF-assisted facilities, both positive and negative.
5. The Grantee provides assurance that:
 - a. No rights or interests will be granted in the park property by the Grantee.
 - b. The intended present and future use of the PARTF project will not be impaired by the easement.
 - c. The park property will be restored to its pre-existing condition prior to the easement.
6. Submit an updated as-built site plan for the PARTF project using the instructions found in Appendix D. The site plan must show the proposed utility easement's location in relation to existing or planned park facilities (especially PARTF-assisted facilities). The Grantee should keep a copy for their PARTF project file.
7. Additional points that must be adhered to:
 - a. The easement will be placed in an area of the park that will have the least negative impact on the public's use of the park.
 - b. The maintenance service widths of the easement must be kept to a minimum.
 - c. Any manholes will be constructed at ground level.

Underground utility easement requests will be reviewed. DNCR may accept or deny the request as proposed or request modifications or additional information.

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Appendix H: Notice of PARTF Restrictions

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NORTH CAROLINA

COUNTY

Tax Parcel No. _____

PARTF NO. 20 - _____

NOTICE OF NORTH CAROLINA PARKS AND RECREATION TRUST FUND AUTHORITY GRANT
REQUIREMENTS AND RESTRICTIONS ON PROPERTY

Prepared By:

(Insert Name of Preparing Individual)

After Recording Return To:

Attention PARTF Administrator
NC Department of Natural and Cultural Resources
1615 Mail Service Center
Raleigh, North Carolina 27699-1615

Brief Description for Index: PARTF Restrictions on Property

INDEX IN THE GRANTOR INDEX UNDER:

- (1) (Insert Name of the Party Being Deeded the Land)
- (2) State of North Carolina

INDEX IN THE GRANTEE INDEX UNDER:

- (1) (Insert Name of Party Being Deeded the Land)
- (2) State of North Carolina

PROPERTY SUBJECT TO THIS NOTICE:

The property that is subject to this Notice is that certain real property lying and being in _____ Township, _____ County, North Carolina, containing _____ acres more or less, and which is more particularly described in that certain deed recorded in Deed Book _____, Page _____ County Register of Deeds (hereinafter the "Property").

OWNER OF THE PROPERTY- GRANT RECIPIENT:

(Insert Name of Party Being Deeded the Property), a (Describe type of entity such as a NC municipality or nonprofit etc.), is the sole owner in fee simple of the Property and has a principal address of _____ (hereinafter "Grant Recipient").

TAKE NOTICE THAT GRANT RECIPIENT DECLARES THE FOLLOWING:

Grant Recipient declares that the contents of this Notice are true and accurate and further declares as follows:

(Insert the appropriate first paragraph)

For property purchased for a PARTF grant, including bargain sale.

1. This property was acquired with State financial assistance from the Fund, and pursuant to 07 NCAC 13K .0109 and a contractual requirement with the Fund, this Property shall in perpetuity (1) be used for, and only for, local park and recreation purposes for the use and benefit of the general public and (2) not be converted to uses that are other than public recreation (whether by sale, transfer, or in any other manner) without first obtaining approval from NCDNCR or its successor agency in accordance with the applicable rules.

For property donated as local match for a PARTF grant

1. This property was donated as part of a grant from the N.C. Parks and Recreation Trust Fund, and pursuant to 07 NCAC 13K .0109 and a contractual requirement with the Fund, this property shall in perpetuity (1) be used for, and only for, local park and recreation purposes for the use and benefit of the general public and (2) not be converted to uses that are other than public recreation (whether by sale, transfer, or in any other manner) without first obtaining approval from the N.C. Department of Natural and Cultural Resources or its successor agency in accordance with the applicable rules.

For an easement purchased for a PARTF grant (including bargain sale)

1. The property identified in this easement (or deed) was acquired with State financial assistance from the N.C. Parks and Recreation Trust Fund and 07 NCAC 13K .0109 and a contractual requirement with the Fund, this property shall in perpetuity (1) be used for, and only for, local park and recreation purposes for the use and benefit of the general public and (2) not be converted to uses that are other than public recreation (whether by sale, transfer, or in any other manner) without first obtaining approval from the N.C. Department of Natural and Cultural Resources or its successor agency in accordance with the applicable rules.

For an easement donated as local match for a PARTF grant

1. The property identified in this easement (or deed) was donated as part of a grant from the N.C. Parks and Recreation Trust Fund and pursuant to 07 NCAC 13K .0109 and a contractual requirement with the Fund, this property shall in perpetuity (1) be used for, and only for, local park and recreation purposes for the use and benefit of the general public and (2) not be converted to uses that are other than public recreation (whether by sale, transfer, or in any other manner) without first obtaining approval from the N.C. Department of Natural and Cultural Resources or its successor agency in accordance with the applicable rules.

2. The requirements and restrictions on the Property shall be permanent and perpetual and shall run with the land and shall be binding upon Grant Recipient and all parties having any right, title, or interest in the Property, and their heirs, successors, and assigns, and shall be binding upon all those claiming by, through, or under each such party, in perpetuity.

3. The State shall have the right to enforce the requirements and restrictions on the Property through any and all means and authorities available under law or equity. Any forbearance by the State to exercise its rights of enforcement shall not be deemed or construed to be a waiver by the State of such right in general or with respect to any specific violation of the requirements or restrictions applicable to the Property. Grant Recipient grants the State, and its agents, employees, and representatives the right of entry and access to the Property for the purposes of inspecting the Property and exercising its enforcement rights.

4. Grant Recipient hereby covenants and agrees, for itself, its successors and assigns, that, in the event it wishes to transfer the Property or any interest therein, it shall notify the State in writing of the names and addresses of any party to whom the Property is intended to be transferred at least sixty (60) days prior to the time said transfer is to be consummated. Any transferee of the Property or any interest therein shall take title subject to the requirements and restrictions referenced herein or applicable to the Property. Grant Recipient, for itself, its successors and assigns, further covenants and agrees to make specific reference to this Notice by its full name and recording information in a separate paragraph of all subsequent leases, deeds, or other legal instruments by which the Property or any interest therein is conveyed.

[SIGNATURES AND NOTARIZATION ARE ON THE NEXT PAGE]

IN WITNESS WHEREOF, Grant Recipient, by authority duly given, has hereunto caused these presents to be executed by its officers and its seal affixed, to be effective upon signature and recordation.

GRANT RECIPIENT:

TOWN OF _____,
a duly constituted North Carolina Municipal
Corporation

By: _____
(Insert Mayor's name here)
Mayor, Town of _____

ATTEST:

TOWN SEAL:

By: _____
(Insert Name of Town Clerk here)
Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned Notary Public of the aforesaid county, North Carolina, do hereby certify that (Insert name of Town Clerk) personally appeared before me this day and acknowledged that he/she is the Town Clerk of the Town of _____, a local government of the State of North Carolina, and that by authority duly given and as the act of the local government, the foregoing instrument was signed in its name by its Mayor, (Insert name of Mayor), sealed with its seal, and attested by himself/herself as its Town Clerk.

Witness my hand and notarial seal this the _____ day of _____, 20__.

Notary Public: _____

Printed Name: _____

My commission expires: _____

STAMP/SEAL

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