

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING, LANDSCAPE ARCHITECTURE,
AND RELATED PROFESSIONAL SERVICES
FOR
MORSE PARK IMPROVEMENTS**

TOWN OF LAKE LURE, NORTH CAROLINA

Issue Date: **Saturday, April 27, 2024**
Due Date: **Friday, June 7, 2024**
Time: **5:00 P.M.**

Receipt Location

Mailing Address:

Town of Lake Lure
Attention: Olivia Stewman, Town Manager
P.O. Box 255
Lake Lure, NC 28746

Physical Address:

Town of Lake Lure
Attention: Olivia Stewman, Town Manager
2948 Memorial Highway
Lake Lure, NC 28746

E-mail: ostewman@townoflakelure.com
Phone: 828-625-9983 ext. 101



Purpose of RFQ

The Town of Lake Lure, North Carolina (Town) invites the submittal of responses to this Request for Qualifications (RFQ) from firms qualified in the State of North Carolina to perform engineering, landscape architecture, and related professional services. The project to be designed is called Morse Park Improvements located at 2948 Memorial Highway in Lake Lure, North Carolina.

Scope of Work

The Morse Park Improvements will add amenities to the existing park at this location, including an extension of the nature trail with connector paths and sidewalks, a new park bathroom, and additional parking.-In order to illustrate the proposed layout of the requested improvements the [Morse Park Site Plan](#) is attached to this RFQ. In addition, the executed NCDEQ Water Resources Grant Agreement is attached to show the grant terms and conditions that the project team will need to comply with throughout the project. Also, the Project Costs Sheet from the NC Water Resources Grant Application has been included to illustrate the proposed project budget.

The Town will contract with the successful firm to perform design development, construction documents, and contract administration phases. Within each phase there will be ancillary tasks including, but not limited to, permitting, bid assistance, construction observation, and other usual and customary tasks required of a professional engineering firm to take a project of this type from the end of the conceptual planning phase through design to final completion and close-out of the construction project.

Submittal Requirements

Interested firms should submit the following items in packet form to the Town for consideration:

- 1. Firm Experience and Qualifications:**
 - a. Describe the Firm's qualifications as it pertains to this project. Include a description of the Firm including in-house capabilities and any outsourced services anticipated. Information should include Firm history, names and credentials of principal officers of Firm, location of home and branch offices, honors and awards (if any) and areas of specialization (if any).
- 2. Key Professionals:**

- a. Identify the key members of the team who will be directly involved in the project and list their certifications and area of expertise, outlining the specific role each will perform. Include relevant training, certifications, professional affiliations, publications (if any) and awards (if any).
 - b. Identify the Project Manager who will be responsible for the execution of work and ensuring that adequate personnel and other resources are made available for the project. Note those who will be responsible for the quality and timeliness of the Firm's performance. Include a brief resume indicating North Carolina professional registration (if applicable), experience and qualifications as it specifically pertains to this project.
- 3. Relevant Projects/References: List up to five (5) contracts, currently in progress or performed in the last five (5) years comparable to this RFQ as follows:**
- a. List only projects involving current staff. Indicate which team members were actually involved in the project and specify their role.
 - b. List a maximum of five (5) relevant projects.
 - c. Describe the services the Firm provided and the outcome of the project (on-time, on-budget, the number of and nature of change orders issued).
 - d. Provide the client name for whom services were provided and the appropriate individual who may be contacted as a representative of each client. Include phone number, email and address of contact.
- 4. Project Understanding and Approach:**
- a. Provide a description of your understanding of the scope of work and how your firm will accomplish the project.
 - b. Provide a description of your technical approach to the work, including the various technical disciplines required to complete the job.
 - c. Discuss anticipated challenges, if any.
- 5. Unit Pricing:**
- a. Provide an hourly rate sheet for all team members.

Selection Process

The Town will review the submittals from each firm using a qualifications-based selection (QBS) process. In accordance with North Carolina General Statutes, it is the intent of the Town "to select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee other than unit price information at this stage. The intent is to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm."

The following criteria and weighting will be used for evaluation purposes:

- Technical Approach (20%)
- Work Experience (30%)

- Firm and Staff Qualifications (20%)
- Past Performance (30%)

Following review of the submittals received, the Town may select the firm it believes to be best qualified for the proposed project. The Town reserves the right to interview a firm or firms before making a final selection. If the Town desires to perform interviews, each firm will receive notification of the date and time of the interview. Following selection, the selected firm will negotiate with the Town on fee and contract terms and conditions. If, in the sole opinion of the Town, an agreement cannot be achieved with the first respondent of choice, negotiations will proceed with the second or subsequent choice respondents until a mutually agreed contract can be negotiated.

Additional Instructions, Notifications and Information

No Gratuities – Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of the Town for the purpose of influencing this selection. Any attempt by a Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through this solicitation, will be grounds for exclusion from the selection process.

All Information True – By submitting a response, Respondents represent and warrant to the Town that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the Town for consideration in the selection process may be excluded.

Interviews – Interviews may or may not be required at the discretion of the Town.

Inquiries – Do not contact elected officials, appointed officials, or Town staff to make inquiries about the progress of the selection process. Respondents will be contacted when it is appropriate to do so. Process inquiries may be directed to Town Manager Olivia Stewman via e-mail at ostewman@townoflakelure.com or via phone at 828-625-9983.

Cost of Responses – The Town will not be responsible for the costs incurred by anyone in the submittal of responses.

Contract Negotiations – This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the Town, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations.

Contract Form – The contract form for this project will be the Town of Lake Lure Standard Agreement (attached hereto). The Town may consider the EJCDC E-500 Standard Form Agreement Between Owner & Engineer for Professional Services with modifications acceptable to the Town, in its sole discretion.

No Obligation – The Town reserves the right to: (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) require interviews or waive interviews of any kind; (4) accept any submittal or portion of submittal; (5) reject any or all Respondents submitting responses, should it be deemed in the Town’s best interest; or (6) cancel or re-issue the entire RFQ.

Ownership of Work Products – Upon payment for the professional services rendered, the Town shall have exclusive ownership of all intellectual property rights in all designs, plans and specifications, documents and other work product prepared by, for, or under the direction of the selected Respondent pursuant to any contract under this RFQ (collectively, the “Intellectual Property”), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Intellectual Property for any purpose or to assign such rights to any third party. The Intellectual Property shall be prepared in the Town’s name and shall be the sole and exclusive property of the Town, whether or not the work contemplated therein is performed. The Town will grant the Respondent a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform the contract.

Insurance – The Respondent shall have the appropriate insurance coverage types and limits, including professional liability insurance, as may be approved by the Town in its sole discretion, and written by an insurer authorized to transact insurance in the State of North Carolina. The Town shall be listed as Certificate Holder and, where required by the Town, as additional named insured.

Submittal Instructions

The Town will receive sealed responses to this RFQ at the address set forth below until 5:00 p.m. on June 7, 2024. Responses should be labeled “Morse Park Improvements – NC Water Resources Grant” on the front of the envelope. Responses should also be provided on a thumb drive within the envelope. Responses must be directed to the following point of contact:

Mailing Address:

Town of Lake Lure
Attn: Olivia Stewman, Town Manager

P.O. Box 255
Lake Lure, NC 28476

Physical Address:

Town of Lake Lure
Attn: Olivia Stewman, Town
Manager
2948 Memorial Highway
Lake Lure, NC 28467

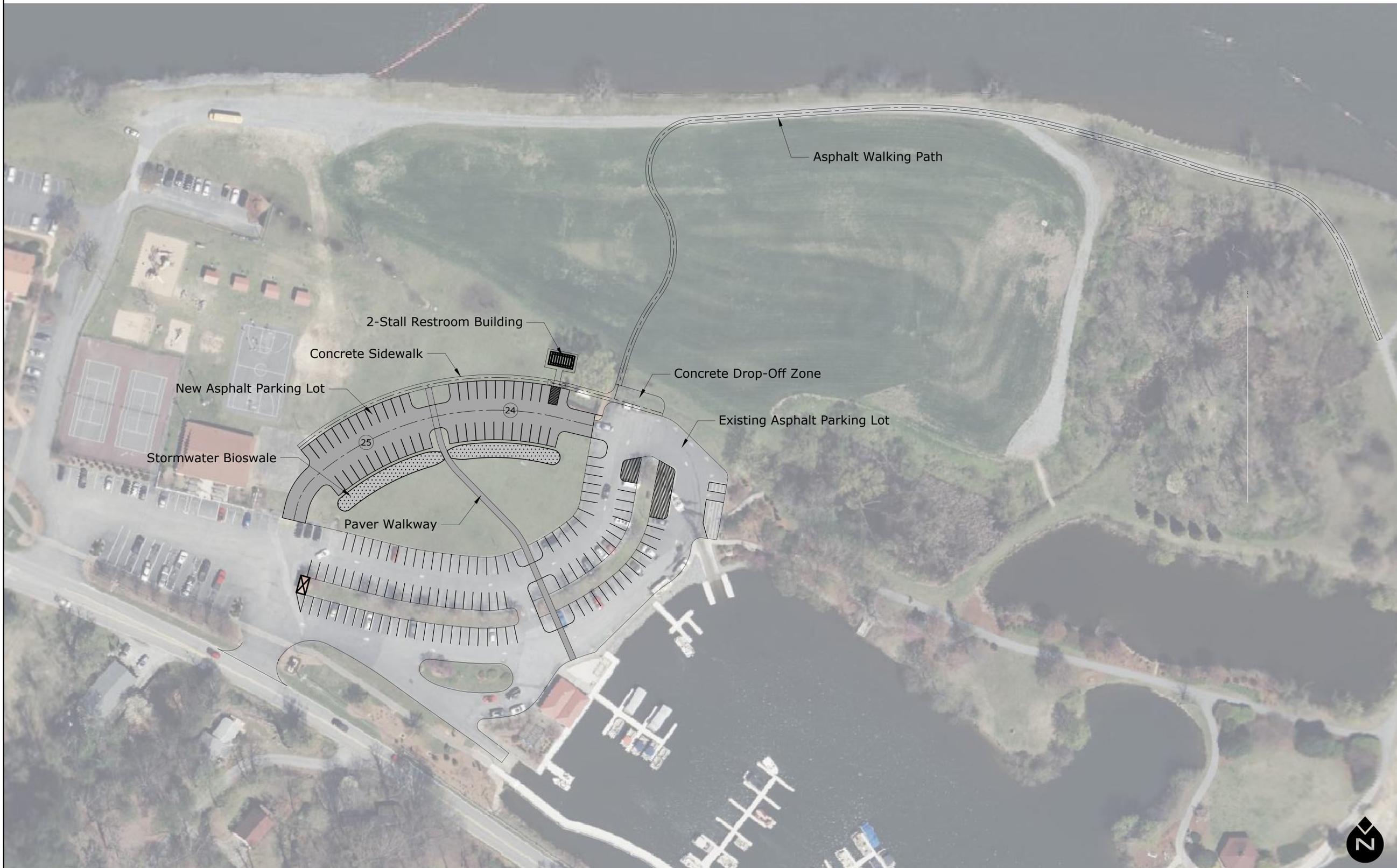
All questions or requests for clarification should be directed only to the Town Manager, Olivia Stewman, via phone (828-625-9983 ext. 101), e-mail (ostewman@townoflakelure.com), or regular mail (P.O. Box 255, Lake Lure, NC 28746). Questions must be submitted by 5:00 p.m. on May 22, 2024. Responses to questions may result in the issuance of addenda to the RFQ, and any addenda will be posted no later than 2 weeks ahead of due date at www.townoflakelure.com. It is the responsibility of all Respondents to check the website for addenda prior to submission. No questions will be answered after the date specified.

The Request for Qualifications document is available on the Town's website at www.townoflakelure.com/bids.

Attachments:

- Morse Park – Site Plan
- Morse Park – NC Water Resources Grant Agreement
- Morse Park Improvements – Project Costs
- Town of Lake Lure Standard Agreement

Morse Park Site Plan
Current Phase 2024



PROJECT:

MORSE PARK

ADDRESS: 2932 MEMORIAL HWY | LAKE LURE | RUTHERFORD COUNTY | NC | 28746

CLIENT:



TOWN OF LAKE LURE

CONTACT: CAROL PRITCHETT, MAYOR

ADDRESS: 2948 MEMORIAL HWY | LAKE LURE | RUTHERFORD COUNTY | NC | 28746

LANDSCAPE ARCHITECT:



ADDRESS: 136 FURMAN ROAD, SUITE 6 | BOONE | WATAUGA COUNTY | NC | 28607

SEAL:

REVISIONS DATE

REVISIONS	DATE

PROJECT MANAGER:

DRAWING BY:

JURISDICTION:

DATE: 12/06/2023

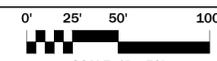
SHEET TITLE:

CONCEPTUAL MASTER PLAN

SHEET NUMBER:

L1

SCALE:



SCALE: 1" = 50'

FILE NUMBER:



Call before you dig

Morse Park
NC Water Resources
Grant Agreement

STATE OF NORTH CAROLINA
North Carolina Department of Environmental Quality
Financial Assistance Agreement

GRANTEE'S FEDERAL IDENTIFICATION NUMBER: **_*1261**

This financial assistance agreement is hereby made and entered into, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **TOWN OF LAKE LURE** (the "Grantee"¹).

1.0 Audit and Other Reporting Requirements of the Local Government Commission: If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.

2.0 Contract Documents: The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:

- 2.1 Grantee's Award Letter (Attachment A)
- 2.2 State's General Terms and Conditions (Attachment B)
- 2.3 Notice of Certain Reporting and Audit Requirements (Attachment C)
- 2.4 Grantee's Conflict of Interest Policy and Grantee's No Conflict of Interest Certification (Attachment D)
- 2.5 Grantee's Certification of No Overdue Tax Debts (Attachment E)
- 2.6 Department's Request for Proposal ("RFP") (Attachment F)
- 2.7 Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment G)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party prior to the contract expiration date.

3.0 Precedence Among Contract Documents: In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2.0 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

4.0 Contract Period: This Agreement shall be effective from the date upon which all parties have signed **for a Contract Term of Two (2) Years**, inclusive of those dates.

¹ The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

- 5.0 Grantee's Duties:** As a condition of the grant award, the Grantee agrees to:
- 5.1 Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment G), adhering to all budgetary provisions set out therein throughout the course of performance.
 - 5.2 Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.
 - 5.3 Comply with the requirements of 09 NCAC 03M.0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
 - 5.4 Comply with the applicable provisions of Attachment C, Notice of Certain Reporting and Audit Requirements.
 - 5.5 Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
 - 5.6 Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
 - 5.7 Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
 - 5.8 Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
 - 5.9 Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

- 6.0 Historically Underutilized Businesses:** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (984) 236-0130.

- 7.0 Department's Duties:** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
- 8.0 Total Award Amount:** The amount of awarded funds paid by the Department to the Grantee under this Agreement shall not exceed **\$200,000.00** (the "Amount of Award"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Appropriations	North Carolina General Assembly	N/A

Account Coding Information:

Dollars	Agency	Budget Fund	Natural Account
\$200,000.00	1600	214801	56900014

Grantee Matching Information:

- 8.1 There are no matching requirements from the Grantee.
- 8.2. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

<input type="checkbox"/>	In-Kind	\$
<input type="checkbox"/>	Cash	\$
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

- 8.3 The Grantee's matching requirement is **\$200,000.00**, which shall consist of:

<input type="checkbox"/>	In-Kind	\$
<input checked="" type="checkbox"/>	Cash	\$200,000.00
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

- 8.4 The Grantee is committing to an additional **\$809,970.00** to complete the project or services described in the Award Proposal.

Based on the figures above, the **Total Contract Amount** is **\$1,209,970.00**.

9.0 Invoice and Payment: The award funds shall be disbursed to the Grantee in accordance with the following provisions:

- 9.1 The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
- 9.2 The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment G.

10.0 Grantee's Fiscal Year: The Grantee represents that its fiscal year is from July 1st to June 30th.

- 11.0 Availability of Funds:** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12.0 Reversion of Unexpended Funds:** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 13.0 Supplantation of Expenditure of Public Funds:** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.
- 14.0 Contract Administrators:** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Hank Perkins, Town Manager Town of Lake Lure Post Office Box 255 Lake Lure NC 28746 Telephone: (828) 625-9983 Ext 101 Email: whperkins@townoflakelure.com	Amin Davis, State & Local Projects Manager North Carolina Department of Environmental Quality, Division of Water Resources 1617 Mail Service Center Raleigh NC 27699-1617 Telephone: (919) 707-9132 Email: amin.davis@deq.nc.gov

Grantee Principal Investigator or Key Personnel
Tim Johnson, Senior Planner Destination by Design 136 Furman Road, Suite #6 Boone NC 28607 Telephone: (828) 413-0546 Email: tim@dbdplanning.com

- 15.0 Assignment:** The Grantee may not assign its obligations or its rights to receive payment hereunder.
- 16.0 Procurement:** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- 16.1 None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
- 16.2 In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
- 16.3 The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.

17.0 Subawards: The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.

18.0 Title VI and Other Nondiscrimination Requirements: Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

- 18.1 Title VI of the Civil Rights Act of 1964, as amended;
- 18.2 Civil Rights Restoration Act of 1987, as amended;
- 18.3 Section 504 of the Rehabilitation Act of 1973, as amended;
- 18.4 Age Discrimination Act of 1975, as amended;
- 18.5 Titles II and III of the Americans with Disabilities Act of 1990, as amended;
- 18.6 Title IX of the Education Amendments of 1972, as amended;
- 18.7 Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
- 18.8 Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

19.0 E-Verify: To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.

20.0 Termination by Mutual Consent: This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.

21.0 Survival: Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.

22.0 Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

**GRANT CONTRACT NO. 100180-000
Lake Lure Morse Park – Phase 1**

IN WITNESS WHEREOF, the Grantee and the Department execute this Agreement by their duly authorized representatives on the day and year below.

TOWN OF LAKE LURE

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

DocuSigned by:
William H. Perkins, Jr.
3DCB00A1C548407...

DocuSigned by:
Teroy Kodak
305443556553441...

Grantee's Signature

Department Signature or Authorized Assignee

William H. Perkins, Jr. Town Manager

Teroy kodak Procurement Director

Printed Name and Title

Printed Name and Title

Town of Lake Lure, NC
Organization

DEQ Procurement
Department

4/1/2024

4/1/2024

Date

Date

NORTH CAROLINA
Environmental Quality

June 5, 2023

ROY COOPER
GovernorELIZABETH S. BISER
SecretaryRICHARD E. ROGERS, JR.
DirectorCarol Pritchett, Mayor
Town of Lake Lure
PO Box 255
Lake Lure, NC 28746

Dear Mayor Pritchett,

The Division of Water Resources (DWR) of the North Carolina Department of Environmental Quality (NCDEQ) is pleased to announce that **\$200,000** in financial assistance for a project located in your jurisdiction has been approved by the State of North Carolina.

We congratulate the Town of Lake Lure on its sponsorship of the **Lake Lure Morse Park-Phase 1 Project**. This grant will provide financial assistance for the redevelopment and enhancement of Morse Park including a 1,345 linear foot paved path, supporting recreational facilities and the installation of a bioretention area for stormwater management within an expanded parking lot. Your ongoing efforts to improve the condition of water-based recreational resources in your jurisdiction are to be commended.

DWR will be contacting your staff soon concerning the administrative requirements, including the signing of a grant contract with the State, for the use of state funds for this project. This award letter is not a guarantee of funding due to the COVID-19 pandemic or other unanticipated events that could reduce current appropriated state funding, any contracts shall be subject to availability of funding.

We look forward to working with you on this project. If you have questions, please contact Amin Davis at 919-707-9132 or via email at: amin.davis@deq.nc.gov.

Sincerely,

*Richard E. Rogers, Jr.*Richard E. Rogers, Jr.
Director, Division of Water ResourcesCc: Hank Perkins, Town of Lake Lure
Tim Johnson, Destination by Design
Amin Davis, Division of Water Resources
Joey Winston, Division of Water Resources

Attachment: Email dated May 18, 2023

North Carolina Department of Environmental Quality | Division of Water Resources
512 N. Salisbury Street | Raleigh, North Carolina 27699-1617
919-707-9000

Davis, Amin

From: Tim Johnson <tim@dbdplanning.com>
Sent: Thursday, May 18, 2023 9:41 AM
To: Davis, Amin
Cc: Hank Perkins; Olivia Stewman; Dana Bradley
Subject: [External] Re: DWR WRDG - Lake Lure Morse Park-Phase 1

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Hello Amin,

My answers to your questions are below, and I've included Lake Lure staff in case they have any comments in response.

1.) Bioretention mentioned, can other BMPs be implemented to address use of concrete and other impervious surfaces. ***I would recommend that this be revisited during the engineering phase of the project. Additional BMPs will be implemented if feasible.***

2.) See above regarding additional BMPs including environmental education; seems like more could be incorporated. ***I think adding additional environmental education signage about BMPs throughout the park is a great idea.***

3.) Information regarding economic and social benefits was presented very well. Would they consider adding signage in the "stormwater basin" to educate visitors on what they are seeing and what it is doing? ***I believe the Town would consider adding more educational signage here as well.***

Thanks,

Tim Johnson

Director of Outdoor Recreation Planning

Destination by Design

Planning + Engineering + Communications

c: 828.413.0546 o: 828.386.1866

[YouTube](#) | [Digital Publications](#)

[Instagram](#) | [Facebook](#)

[DbDplanning.com](#)

On Wed, May 17, 2023 at 1:36 PM Davis, Amin <amin.davis@ncdenr.gov> wrote:

TIM – Good afternoon and I hope you are well. Our review team has finished up our formal review process for the Fall 2022 applications received.

Can you or a member of the project team address the following comments that some of our review team members had regarding the Town's application and proposed project:

- 1.) Bioretention mentioned, can other BMPs be implemented to address use of concrete and other impervious surfaces.
- 2.) See above regarding additional BMPs including environmental education; seems like more could be incorporated.
- 3.) Information regarding economic and social benefits was presented very well. Would they consider adding signage in the "stormwater basin" to educate visitors on what they are seeing and what it is doing?

Thank You,

Amin

Amin Davis, PWS, PWD

State & Local Projects Manager

Water Resources Development Grant

Division of Water Resources

NC Department of Environmental Quality

919 707 9132 office

919 714 1595 cell

amin.davis@ncdenr.gov

ATTACHMENT B
GENERAL TERMS AND CONDITIONS
GOVERNMENT ENTITIES

- 1.0 **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.
- 1.1 "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.
 - 1.2 "Audit" means an examination of records or financial accounts to verify their accuracy.
 - 1.3 "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.
 - 1.4 "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.
 - 1.5 "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
 - 1.6 "Fiscal Year" means the annual operating year of the non-State entity.
 - 1.7 "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.
 - 1.8 "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
 - 1.9 "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.
 - 1.10 "Grantee" has the meaning in NCGS 143C-6-23(a)(2): 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.
 - 1.11 "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
 - 1.12 "Non-State Entity" has the meaning in NCGS 143C- 1-1(d)(18): 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.

- 1.13 "Public Authority" has the meaning in NCGS 159- 7(10): 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, (ii) is not subject of the State Budget Act, and (iii) 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.
- 1.14 "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.
- 1.15 "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- 1.16 "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 NCGS 143C-6-23(a)(1), 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.
- 1.17 "Sub-Grantee" has the meaning in NCGS 143C-6- 23(a)(4): 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.
- 1.18 "Unit of Local Government" has the meaning in NCGS 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city- county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

2.0 Relationships of the Parties

- 2.1 **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.
- 2.2 **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.
- 2.3 **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.
- 2.4 **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:
- 2.4.1 Forward the Grantee's payment check(s) directly to any person or entity designated

- by the Grantee, or
- 2.4.2 Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).
- 2.4.3 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.
- 2.5 **Beneficiaries:** Except as herein specifically provided otherwise, this Contract inures 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.

3.0 Indemnity

- 3.1 **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.
- 3.2 **Insurance:** During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:
- 3.2.1 **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- 3.2.2 **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- 3.2.3 **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at all times with

the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

4.0 Default and Termination

4.1 **Termination by Mutual Consent:** Either party may terminate this agreement upon sixty (60) 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, 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.

4.2 **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.

4.3 **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.

5.0 **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.

6.0 **Force Majeure:** Neither party is in default of its obligations hereunder if 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.

7.0 **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.

8.0 Intellectual Property Rights

8.1 **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 Environmental Quality 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.

- 9.0 Compliance with Laws:** The Grantee understands and agrees that it 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.
- 10.0 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.
- 11.0 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.
- 12.0 Access to Persons and Records:**
- 12.1 During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
- 12.2 The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:
- 12.2.1 The State Auditor.
- 12.2.2 The internal auditors of the affected department, agency or institution.
- 12.2.3 The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.
- 12.3 The Joint Legislative Commission on Governmental Operations has the authority to:
- 12.3.1 Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
- 12.3.2 Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
- 12.3.3 Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
- 12.3.4 Receive reports as required by law or as requested by the Commission.
- 12.3.5 Access and review
- 12.3.5.1 Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
- 12.3.5.2 Any records related to any subcontract of a contract awarded by a

State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.

- 12.4 The Joint Legislative Commission on Governmental Operations has the power to:
- 12.4.1 Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
 - 12.4.2 Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.
- 12.5 Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.
- 12.6 Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.
- 12.7 Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.
- 12.8 A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.
- 13.0 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 six (6) 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 six (6) 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 six (6) 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 six (6) year period described above, whichever is later.
- 14.0 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.
- 15.0 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.

- 16.0 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.
- 17.0 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.
- 18.0 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.
- 19.0 Time of the Essence:** Time is of the essence in the performance of this Contract.
- 20.0 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 Grantee. As it relates to software development or study results, ownership rests with the Agency. In the event that clarification of ownership is required, the Agency Contract Administrator will make the determination.
- 21.0 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.
- 22.0 Sales/Use Tax Refunds:** If eligible, the Grantee and all Sub-Grantees shall:
- 22.1 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 NCGS 105-164.14; and;
 - 22.2 Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
- 23.0 Advertising:** The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.
- 24.0 Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.
- 25.0 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.
- 26.0 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.
- 27.0 Lobbying:** The Grantee certifies that it:
- 27.1 Has neither used nor will use any appropriated funds for payments to lobbyist;
 - 27.2 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;
 - 27.3 Will file quarterly updates about the use of lobbyists if material changes occur in their use.

28.0 Gifts: Per NCGS § 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, Natural and Cultural Resources, Environmental Quality, 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:

- 28.1 Have a contract with a governmental agency; or
- 28.2 Have performed under such a contract within the past year; or
- 28.3 Anticipate bidding on such a contract in the future

ATTACHMENT C

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

1.0 Reporting Thresholds

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- 1.1 Less than \$25,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - 1.1.1. A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - 1.1.2. An accounting of all State financial assistance received, held, used, or expended.
- 1.2 \$25,000 up to \$500,000 - A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - 1.2.1 A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - 1.2.2 An accounting of all State financial assistance received, held, used, or expended.
 - 1.2.3 A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- 1.3 Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - 1.3.1. A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - 1.3.2. An accounting of all State financial assistance received, held, used, or expended.
 - 1.3.3. A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - 1.3.4. A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

2.0 Other Provisions

- 2.1 All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- 2.2 Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with

cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

- 2.3 Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
- 2.4 Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.



CONFLICT OF INTEREST POLICY

Conflict of Interest Defined:

A conflict of interest is defined as an actual or perceived interest by a (Staff Member/Board Member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an Employee/Board Member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an Employee and a Board Member, or a person who is an employee and who hires family members as consultants.

Employee Responsibilities:

It is in the interest of the town, individual staff, and Board Members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the town and jeopardize the credibility of the town. Any conflict of interest, potential conflict of interest or the appearance of

a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and the town. Employees are called to maintain a sense of fairness, civility, ethics, ethics and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:

Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization;
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

DWR Water Resources Development Grant Program

No Conflict of Interest Certification

The Town of Lake Lure hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed as part of the Morse Park Master Plan Phase I project that would create any actual or potential conflicts of interest (or apparent conflicts of interest) for any of its employees, contractors, subcontractors, designees or other entities or individuals involved in the Morse Park Master Plan Phase I project (including conflicts of interest for immediate family members: spouses, parents, or children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.

In this certification, the term "potential conflict" means reasonably foreseeable conflicts of interest. The Town of Lake Lure further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the NC Department of Environmental Quality's satisfaction, any such conflict of interest (or apparent conflict of interest).

Print Name: Carol C Pritchett
Signature: Carol C Pritchett
Title: Mayor
Date: 12/14/2022



State Grant Certification - No Overdue Tax Debts
June 29, 2023

To: State Agency Head and Chief Fiscal Officer

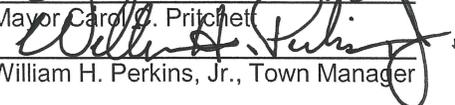
Certification:

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

Sworn Statement:

Carol C. Pritchett and William H. Perkins, Jr. being duly sworn, say that we are the Mayor and Town Manager, respectively, of the Town of Lake Lure in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.



Mayor Carol C. Pritchett


William H. Perkins, Jr., Town Manager



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



(Notary Signature and Seal)

My Commission Expires: 7-31-2026

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

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

N.C. Division of Water Resources

Water Resources Development Grant Program – State & Local Fall 2022 Guidelines

Administered by: Division of Water Resources (DWR), N.C. Department of Environmental Quality (DEQ), 1611 Mail Service Center, Raleigh, N.C., 27699-1611. Contact Amin Davis, DWR State & Local Projects Grant Manager, at amin.davis@ncdenr.gov or (919) 707-9132.

Authority: DWR is authorized to provide grants to local governments for water resources development projects by General Statutes 143-215.70-.73 and 15A NCAC 02G .0100. These statutes can be viewed online at the following web addresses:

https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-215.71.pdf

<http://reports.oah.state.nc.us/ncac/title%2015a%20-%20environmental%20quality/chapter%2002%20-%20environmental%20management/subchapter%20g/subchapter%20g%20rules.pdf>

Who is Eligible: Units of local government and local political subdivisions.

Application Deadlines: Applications are received throughout the year for two standard grant application cycles for all non-navigation projects listed below. The current Fall 2022 application cycle ends at the close of business on December 30, 2022. The next Spring 2023 application cycle will begin January 1 and will end at the close of business on June 30, 2023. **Any application submittals that are not received or are not complete by these dates may not be eligible for review and funding for this application review cycle.**

Eligible Purposes and Cost-Share Percentages: The department may provide state funds in amounts not to exceed the percentages stated in G.S. 143-215.71 of either the nonfederal costs (in the case of a project with federal agency funds)) or the total costs (in the case of a project not receiving federal funds). The General Assembly placed a 50% cost-share maximum on Water Resources Development Grant awards during their 2020 session. This limit will remain in place until rescinded by the General Assembly. Navigation and Natural Resources Conservation Service’s Environmental Quality Incentives Program (NRCS-EQIP) stream restoration projects may be funded at a different percentage depending on the funding source. DWR can issue grants for the nonfederal share of water resources development projects for the following purposes: Based on limited annual funding received for grant awards statewide, Applicants are generally encouraged to not exceed a \$200,000 funding request; however larger awards may be granted. **Additionally, it is recommended that Administrative costs not exceed 10% of the total project budget.** Grants may be made for the nonfederal share of water resources development projects for the following purposes:

- **Stream Restoration:** Restoration or stabilization of degraded streams & shorelines, aquatic barrier removals, etc.
- **Water Management:** Stormwater control measures, drainage, flood control, hydrologic restoration, etc.
- **Water-based Recreation Sites:** Greenways, Trails, Boardwalks; Paddle Access, Fishing Docks/Piers; land acquisition for water-based recreation sites operated by local governments.
- **Preliminary Feasibility or Engineering Study:** towards implementation of one of the four eligible categories listed here.
- **NRCS Environmental Quality Incentives Program (EQIP) Stream Restoration Projects**
 - See *NRCS EQIP Grant Guidelines* document on WRDG [website](#) for details.

Project Eligibility: Projects planned and constructed by a federal agency with a local cost-share and projects without federal assistance are both eligible for state financial assistance provided that the applicant is a unit of local government. **Non-eligible purposes include projects directly associated with maintenance, meeting an existing permit requirement (i.e., NPDES Phase I and Phase II Stormwater), generating nutrient credits, environmental regulatory enforcement actions and small watershed projects of the NRCS (reviewed by the N.C. Soil and Water Conservation Commission). Compensatory mitigation projects and the generation of compensatory mitigation credits for impacts to aquatic resources per the Federal Mitigation Rule (33 CFR Part 332) are non-eligible purposes.** Compensatory mitigation projects can be located directly adjacent to an eligible project for the purposes of achieving maximum ecological benefit. Should a compensatory mitigation project be conducted on land previously acquired using DWR grant funds the mitigation project sponsor shall reimburse either DWR or its grantee for the full value, plus appreciation, of the DWR investment in that portion of the land to be used for compensatory mitigation to ensure that DWR does not directly or indirectly subsidize the mitigation project.

Pre-Application Site Visit: A pre-application site visit shall be scheduled with the DWR Grant Administrator (or designee) to gather additional information regarding a proposed project to assist DWR in determining if the project meets the applicable review criteria listed in GS §143-215.72. **This site visit shall be scheduled with DWR prior to the end of the grant application cycle if possible. A scaled conceptual project plan map and brief project narrative shall be provided to the DWR Grant Administrator prior to this site visit. For greenway/trail projects, applicants are encouraged to flag proposed alignments if not in obvious rights-of-ways prior to a site visit.**

The primary objectives of this site visit are: 1.) for the DWR Grant Administrator (or designee) to address any questions or concerns the project team may have about this grant program; 2) for the project team to share with the DWR Grant Administrator information about the conceptual project plans, and 3.) for the DWR Grant Administrator to photo-document the project area to facilitate the application review process.

Application Submittal

An application for Water Resources Development Grant funding shall include information about the five items listed below to be considered complete. Additional supplementary documentation (reports, photos, etc.) are not required but can be provided as separate attachments via email. The most recent versions of all required forms and grant information shall be used and can be found at the following website: <https://deq.nc.gov/about/divisions/water-resources/water-resources-grants/financial-assistance>. Please check this website periodically for updates.

I. Application Spreadsheet (MS Excel) – The most recent version of the application spreadsheet shall be used. All applications should include the appropriate project information in the designated sheets including checklist confirmations, contacts, general information, narratives, treatment amounts, benefits, budget, and budget in-kind notes. Detailed instructions about how to complete this application are provided on the *Instructions* sheet of this spreadsheet.

The project narrative shall begin with a statement outlining the overall project scope (what is being proposed), followed by the project justification (why it is being proposed). For stream restoration projects, a brief description of how the proposed stream treatments will mitigate the documented stream impairments shall be included. **Information about proposed riparian buffers (minimum/maximum or average proposed widths) and stream crossings shall also be provided. For Preliminary Feasibility or Engineering Studies, a brief Letter of Commitment on the Applicant's official letterhead shall be provided** that clearly states: 1.) the primary purpose and objective(s) of this Study, 2.) the Applicant's intention to implement an associated WRDG-eligible project resulting from this Study, and 3.) the

estimated project implementation timeline after completion of this Study. **These studies may be used to more accurately determine project costs, benefits, or scale of development/implementation.**

The application budget will serve as the basis for the financial administration of the grant contract and reimbursement requests for projects that are awarded funding. Applicants shall list all sources of funding contributions (including federal and nonfederal funding) on the application's Budget Sheet to minimize the potential for duplicative funding for identical work activities associated with a single project. If a project includes, or may include other sources of grant funding, applicants are strongly encouraged to separate DWR-requested funding from other grant funding. This can be accomplished by not requesting matching funds from DWR for budget line items in which matching funds from other grants have been secured or may be applied for. For example, if grant funds have been secured, or are being requested for design services, then DWR funding should be requested for other budget categories besides design services. Costs associated with land acquisition are only reimbursable for eligible Water-Based Recreation projects. DEQ will not reimburse any portions of land purchases that exceed 10% of the appraised land value but will reimburse up to a maximum of \$20,000 beyond the appraised land value. The costs associated with land acquisition or donation for non-Water-Based Recreation projects can designated as In-kind match for the project. Land transfers cannot have taken place beyond 14 months prior to the application date in order to counted as a matching contribution. Additionally reimbursable costs for project elements associated renovation, or with the construction of impervious surfaces such as buildings and paved surfaces should not exceed 25% of grant-reimbursable costs and 50% of total project costs. **The complete application will be included in the DEQ contract documentation; therefore, it is very important that its contents are accurate and complete.**

II. Project Plan and Location Maps – A minimum of two scaled maps is required. The location map shall include the project footprint delineated on a USGS topographic quadrangle map, recent aerial photography, or other spatial reference data. This first map shall be at a large scale (zoomed out) to show the project area within the context of a watershed, county, or region. For phased projects this map should clearly delineate the distinct project phases. The project plan map shall be a conceptual plan that depicts the location of all project elements listed in the project narrative and listed as treatments in the Treatments sheet of the application. **Additionally, all water resources (surface waters, wetlands) located within the project area should be shown on this map.** This second map shall be smaller scale (zoomed in) to show greater detail within the immediate project area. **A conceptual plan at the 30% design stage is ideal but not required.**

III. Official Resolution* - The Applicant shall include a resolution adopted by the governing board stating the amount of state aid requested and accepting the applicant's responsibilities. A representative of the Project Sponsor with signatory authority shall sign this resolution. An Official Resolution template is available for download from our grant [website](#). In most circumstances the responsibilities listed below shall be included in the Official Resolution. However, this resolution template can be adapted to fit the unique circumstances of a specific project. **Written justification shall be provided to DWR for any responsibilities listed below that are not included in the Applicant's Official Resolution.**

1. Assume full obligation for payment of the balance of project costs.
2. Obtain all necessary state and federal environmental permits.
3. Comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
4. Supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction in accordance with approved plans and specifications.
5. Obtain appropriate easements, rights-of-way or suitable spoil disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.

6. Assure that the project is open for use by the public on an equal basis with limited restrictions (if on public property).
7. Hold the state harmless for any damages that may result from the construction, operation, and maintenance of the project.
8. Accept responsibility for operation and long-term maintenance of the completed project.

** For “Feasibility / Engineering Study Grants” only Items 1 and 3 are required in the Resolution. See Study Resolution Template located on our [website](#).*

IV. No Conflict of Interest Documentation – Applicants must provide certification that the applicant, applicant’s subordinates and any person or persons designated to act on behalf of the applicant do not have an actual or apparent conflict of interest with respect to the project. A representative of the Project Sponsor with signatory authority shall sign this certification.

Additionally, DEQ now requires applicants to include a copy of their agency’s conflict of interest policy per NCGS §143C-6-23(b). This is separate from the above-referenced Conflict of Interest Certification and need only be filed once with DEQ unless changes or updates are made to the policy. The policy must address situations in which any of the Applicant’s management employees and the members of its board of directors or other governing body may directly or indirectly benefit (except as the Applicant’s employees or members of its board or other governing body) from the Applicant’s disbursing of State funds. The policy must also include actions to be taken by the Applicant’s or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. A policy form template can be downloaded from our [website](#).

V. Supplementary Documentation – Additional supplementary documentation (reports, photos, letters of support, etc.) is not required but can be provided as separate attachments via email as part of the application submittal.

Application submittal documents shall be emailed to amin.davis@ncdenr.gov by the close of business of the last day of the application cycle. **The submittal shall consist of at least two Adobe pdf documents labeled as *Map(s)* and *Signed Documents* (resolution, conflict of interest). A third pdf labeled as *Supplementary Documents* (reports, data, letters of support, etc.) can be provided, or uploaded to a secure filesharing website, but is not required.** If an application is submitted by a non-governmental organization (non-profit, consultant, etc.) on behalf of an eligible unit of local government, a staff person of that eligible unit of local government must be copied on the email submittal and all subsequent application-related correspondence.

Note: It is the Applicant’s responsibility to ensure their application is accurate and complete at the time of submission to DWR. Any application errors or modifications must be submitted by the Applicant to DWR within 30 calendar days of the end of the Application Cycle in which the application was submitted. Erroneous or incomplete application information can also lead to significant delays with the issuance of a DEQ Contract should the project be recommended for grant funding.

DWR may not be able to grant requests for additional funding caused by inaccurate or incomplete information provided in the application or project budget. Any changes to the original project budget and/or project scope submitted with the application will require the prior written approval of DWR. Unapproved changes to the project scope or budget throughout the course of a project will not be eligible for cost-share funding or reimbursement.

Grant Application Review and Approval

The following criteria will be used to approve, approve in part, or disapprove grant applications:

1. The economic, social, and environmental benefits to be provided by the projects;
2. Regional benefits of projects to an area greater than the area under the jurisdiction of the local sponsoring entity;
3. The financial resources of the local sponsoring entity;
4. The environmental impact of the project;
5. Any direct benefit to State-owned lands and properties.

Applicant Obligation – Environmental Permitting

All proposed projects are subject to environmental review and permitting under applicable federal and state laws. It is the applicant's responsibility to prepare, provide and remain in compliance with all applicable environmental permitting requirements associated with project implementation.

Review Decisions

This is a competitive grant program due to limited funding availability. The grant's review criteria are contained within the *Benefits & Evaluation Criteria* sheet of the application form. A multi-agency review team comprised of various subject-matter experts reviews each application to assist the DWR Grant Administrator and Division Director with establish funding priorities. Applications that receive a total cumulative review team score of less than 50% will not be recommended for funding.

Review decisions and notifications for applications received during the spring application cycle are generally made in October. Review decisions and award notifications for applications received during the fall application cycle are generally made in April of the next calendar year. However, unforeseen circumstances such as legislative, policy or funding allocation changes may delay award notifications.

Projects Not Awarded Funding

Applicants who are not awarded funding within one calendar year from the end date of the grant cycle in which their application was originally submitted may be required to complete and submit a new application to DWR if they wish to re-apply for funding consideration. A new application submittal may also be required if there have been changes to the project scope or budget. The spring application cycle typically ends on June 30th and the fall cycle typically ends on December 31st of each year.

Post Grant Funding Award

Acceptance of a grant award will require the applicant to enter into a grant contract with DEQ. A DEQ grant contract is considered 'fully-executed' once it has been signed by both a signatory authority of the Grantee and DEQ Financial Services. A copy of the fully-executed contract shall be provided to the Grantee after being signed by DEQ. No portion of reimbursable work or expenditure of reimbursable funds for the project, plan or services shall begin prior to receiving a fully-executed contract from DEQ. **Contracts are valid for two years from the date the contract document is sent to grant recipient for contract execution.**

Contract Amendments

Any changes to the project's scope, budget or duration after a contract has been fully-executed will require the written approval from the DWR Grant Administrator and may also require a DEQ contract amendment. Any contract amendment requests shall be submitted electronically to amin.davis@ncdenr.gov at least -30 days prior to the DEQ contract expiration date. Typical changes that require a contract amendment are listed as follows:

Extension Requests: Grant recipients can submit an extension request for one additional year beyond the grant expiration date if progress toward project completion can be sufficiently documented. An extension request shall be submitted in a cover letter on official agency letterhead. This request shall include a justification statement, current project status update and anticipated project schedule moving forward.

Project Scope/Budget Changes: The minimum information that shall be supplied to DEQ for consideration includes a brief written narrative on official letterhead containing the justification for any proposed changes and a revised scope of work description. Revised project drawing(s)/map(s) to scale and a revised budget sheet submitted as an Excel file shall also be submitted if applicable. Unapproved changes to the project scope or budget shall not be eligible for, and may result in additional reductions to, cost-share funding or reimbursement.

Grant Reimbursements

The grant award amount is the maximum possible reimbursement amount. Only expenditures incurred after a fully-executed contract has been issued that are detailed in the contract budget and are considered eligible reimbursable expenses. Allowable expenditures are expenditures associated with the work performed for a specific invoicing cycle that are in accordance with the most recent version of the DWR-approved budget sheet and *Reimbursement Instructions* document (see Attachment 1). **Invoices or other supporting documentation such as another grant contract agreement, must be provided that support all contributions listed on the reimbursement tracking sheet submitted for each reimbursement request. All project-related invoices, receipts, and/or supporting documentation such as another grant contract agreement, including that related to the grantee's matching funds listed in the most recent DEQ-approved project budget, shall be submitted and should generally reflect total project costs at project close out.**

Reimbursement requests can be submitted no more frequently than monthly but must be submitted at least every three months (quarterly). DWR will normally pay the Grantee electronically or by mailed check within 30 days of receipt of a complete reimbursement payment request, provided the expenses are in accordance with the budget/contract, or as amended. **If the Grantee determines that significant changes to a project's scope from that in the original application are necessary, the Grantee must send a request in writing to the DWR Grant Administrator and receive written approval of those changes from DWR and/or DEQ. Unapproved changes may not be eligible for state cost-share reimbursement.**

Grantees shall submit reimbursement requests in accordance with their fully-executed DEQ Contract and the *Reimbursement Instructions* document on our [website](#).

Reimbursement requests shall include:

1. A Cover Memo/Letter signed and dated on the Grantee's official letterhead that lists:
 - a) DEQ Contract Number
 - b) total amount of the reimbursement request
 - c) actual cost (expenses) by approved budget categories
 - d) total amount spent on the project to date
2. Copies of subcontractor invoices or other documentation of materials, services and other project costs listed on the subcontractor's letterhead.
3. A completed *Reimbursement Tracking Summary* spreadsheet.

The reimbursement request and supporting documentation should be submitted electronically to amin.davis@ncdenr.gov. DWR will retain 10% of the total grant award amount until after the final project has been inspected and approved by DWR staff.

**** Reimbursement Instructions are provided as *Attachment 1* at the end of this document.**

**** An example reimbursement summary table is provided as *Attachment 2* at the end of this document.**

Requests For Additional Funding

Grant recipients can submit a request for additional funding consideration to DWR for a maximum of 25% of the maximum grant award, not to exceed \$100,000. This request shall be submitted by the project sponsor or primary contact on a cover letter with official agency letterhead via email. The following information shall be submitted by the Grantee to DWR for additional funding consideration:

- a narrative describing the circumstances/need for an increased funding award, summary of current project status, amended project scope and anticipated project implementation schedule.
- revised project budget sheet with the amount of additional funding and associated matching funds contributions included.
- revised scaled drawing(s) that clearly depict the location of the proposed amended work.

DWR will review this information and respond to the Grantee with a decision regarding increased funding within 30 calendar days. Funding increases are subject to the availability of funds and to DWR's actual cost reimbursement policy. **DWR may not be able to grant requests for additional funding caused by inaccurate or incomplete information in the application or project budget provided by the Applicant or Co-Applicant.**

Project Close-Out

A project is considered completed and eligible for close-out by DWR when all project work, including plantings, have been completed and the Grantee is ready to submit their final reimbursement request. The Grantee shall notify the DWR Grant Administrator upon project completion and provide DWR with the most recent version of scaled as-built, record or 'red-line' drawings electronically in an *Adobe PDF* format and a completed *WRDG Close Out Checklist Form* prior to the close-out inspection. These drawings shall have the name and signature of the engineer or professional responsible for preparing them as well as the date the drawings were signed or completed. Applicants who are awarded funding for Feasibility/Engineering Studies shall provide DWR with the associated summary report(s) and deliverables in an electronic format. DWR also reserves the right to inquire about the status of proposed implementation projects cited in these reports after the grant contract period has expired.

Upon notification of project completion to DWR, either the Grantee or Co-Grantee will arrange an inspection of the completed project with the DWR Grant Administrator or their designated representative. DWR reserves the right to substitute its personnel with that of other state or federal agencies that are located closer to the project area, or provide reasonable alternatives to a close out inspection on a case-by-case basis.

This inspection will verify that the project was implemented in accordance with the information provided in the grant application, DEQ contract (including amendments, if applicable) and approved plans and specifications. The Grantee shall address any remedial or compliance actions identified during this close out inspection prior to DWR final project approval. After the project is inspected and accepted, DWR will review the accounting statements and request DEQ to reimburse the Grantee for the remaining 10% of DEQ's share of the nonfederal cost. **A DEQ grant contract is considered closed out when DWR has granted final project approval and the Grantee has received their final reimbursement payment.**



Water Resources Development Grant Program

Reimbursement Request Instructions – State & Local and NRCS-EQIP

Expenditures incurred after a fully-executed contract has been issued that are detailed in the grant contract budget are eligible for reimbursement. Allowable expenditures are expenditures associated with the work performed for a specific invoicing cycle that are in accordance with the most recent version of the DWR-approved contract scope of work and budget sheet for the project. Grantees/Co-Grantee's are required to track project expenses using the most recent version of our *Reimbursement Tracking Summary* spreadsheet. **All required reimbursement forms can be downloaded from our [website](#) under the *Reimbursement Requests* heading.**

Reimbursement Timeframes

Reimbursement requests can be submitted no more frequently than monthly but shall be submitted at least quarterly, or every three months once reimbursable project expenses are incurred. DEQ will normally reimburse the Grantee or Co-Grantee electronically or by mailed check within 30 days of receipt of a completed reimbursement payment request, provided the expenses are in accordance with the budget/contract information, or as amended. **Processing times may take longer for the following situations: 1.) if the information submitted by the Grantee/Co-Grantee is incomplete or erroneous; or 2.) during DEQ fiscal-year end financial closeout activities in June. Payments for reimbursement requests submitted after May 31 are generally not made to the Grantee/Co-Grantee until mid-July.** Per DEQ contract requirements, 10 percent of the grant award shall be retained until a close-out site visit has been completed and any remedial or compliance actions identified during this close out inspection have been fully addressed by the Grantee/Co-Grantee.

- **Effective For Spring 2021 Application Cycle projects and subsequent:** A quarterly status update shall be emailed to the DWR Grant Administrator for any quarterly cycle, or three-month period, in which a reimbursement request was not submitted. This requirement will become effective once project expenses have been incurred during the grant contract period.

Administrative Costs

Reimbursable administration costs include only those reasonable costs of labor needed to comply with the general conditions of the DEQ grant contract such as the direct labor costs associated with preparing reimbursement requests and conducting overall project management. Additional reimbursable costs can include professional services contracted by the Grantee/Co-Grantee or compensation to the Grantee's/Co-Grantee's independent contractors (e.g., temporary office support), payable at the Grantee's/Co-Grantee's actual cost rate. Costs not eligible for reimbursement include sales tax, audits, direct phone costs, direct postage costs, grant recipient's overhead (indirect) cost, including, rent, utilities, insurance costs, facility costs, general office, general phone and general postage costs.

- **Effective For Spring 2021 Application Cycle projects and subsequent:** A completed *Administrative Statement of Time* form will be required to account for all administrative time for each reimbursement request.



Water Resources Development Grant Program

In-Kind Contributions

If the Grantee's contributions include "[In-kind](#)" expenses listed in the most recent version of the grant contract budget completion of the documentation listed below is required.

- For Grantee staff time: *Individuals name, title, hourly rate, and number of hours*
 - In-kind Statement of Time
- For Grantee equipment: *Hourly rate and number of hours*
 - In-kind Equipment/Materials
- For donated property: *Appraisal, HUD Settlement Statement, copy of recorded conservation easement, or documented tax value, plat map.*
 - Basis For Claimed Value of Land Transfers

Land Acquisitions and Transfers

Grant funding and reimbursements for land acquisitions are only eligible for Water-Based Recreation projects. DEQ will not reimburse any portions of land purchases that exceed 10% of the appraised land value but may reimburse up to a maximum of \$20,000 beyond the appraised land value. The costs associated with land acquisition or donation for non-Water-Based Recreation projects can designated as an In-kind matching contribution for the project. Appraisals are required for land transfers if the total value of any given parcel exceeds \$100,000. The appraisal shall be performed by an independent certified appraiser acceptable to, and consistent with regulations and/or policies of the State Property Office. The value of land/easements can be used as In-Kind match if donated for the project, not property currently owned by the local government or with easements currently in place.

Land Transfers Prior To The Grant Application Submission: If the land transfer was legally executed prior to the application submission, this transfer must have been executed no more than 14 months prior to the WRDG grant application date in order for the costs to be eligible for use as a matching contribution. A completed DWR *Basis For Claimed Value of Land Transfers* form and copies of land valuation and transfer documentation such as a current or recent certified appraisal, HUD Settlement Statement, conservation easement deed and official municipal GIS valuation showing the current property tax valuation assessed by the County Tax Assessor's Office is required as part of the application submittal.

Land Transfers After The Grant Application Submission: If the land transfer will be legally executed after the application submission but prior to the grant contract expiration date, the Grantee shall complete a DWR *Basis For Claimed Value of Land Transfers* form based on the best available documentation listed in the section directly above and include this form with the application submittal. After the transfer has been legally executed the Grantee shall submit the remaining documentation listed in the section above at some point during the reimbursement process, prior to the Grantee's final payment request and prior to the grant contract expiration date.



Water Resources Development Grant Program

Invoices and Supporting Documentation

Invoices should be submitted in accordance with the most recent version of the WRDG State & Local or NRCS-EQIP Guidelines. Invoices or other supporting documentation such as Applications and Certifications For Payment, WRDG Administrative/In-kind Statements of Time, another grant contract agreement or land transfer forms must be provided that support all contributions listed on the reimbursement tracking spreadsheet submitted for each reimbursement request. Invoices should reflect allowable expenditures associated with the work performed for a specific invoicing cycle that are approved by the Department in accordance with the Agency Guidelines and or most recent grant budget sheet.

DWR requests that a single document in Adobe PDF format be submitted for each reimbursement request that includes a cover letter and supporting documentation. Invoices shall be provided in the order they are listed in the tracking spreadsheet to facilitate more efficient review and processing of reimbursement requests.

- **Effective For Spring 2021 Application Cycle projects and subsequent:** All project-related invoices, receipts, and/or supporting documentation such as another grant contract agreement, including that related to the Grantee's matching funds listed in the most recent DEQ-approved project budget, shall be submitted and should generally reflect total project costs at project close out. **Any matching funds reported for an individual reimbursement request shall be supported by copies of invoices and cashed checks and/or other supporting documentation.** These matching funds must be for activities necessary for the completion of the project.

DWR understands that there may be situations where this may not be reflected, such as with larger projects that have multiple sources of local, state and federal funding, or if invoices reflect only a portion of materials purchased for the project. For those situations, the Grantee shall complete a *Grant Match Summary* sheet that clearly lays out the different funding sources tied to each invoice. Additionally, invoices that are tied to multiple grant funding sources, or that only have a portion of expenses that reimbursement from DEQ is being requested for, shall be annotated to clearly show the contribution (match) allocations.

Budget Changes

If any changes to the approved grant contract budget or project scope are necessary, the Grantee shall email a request in writing to the DWR Grant Administrator. If the budget changes are approved by DWR, an amendment to the existing DEQ contract will be required if there are changes to the DWR award amount or total project costs. Unapproved changes may not be eligible for reimbursement.

Submission of Reimbursement Request

A complete reimbursement request submittal shall include the information listed below. DWR requests that a single document in Adobe PDF format be submitted for each reimbursement request that includes a cover letter and project invoices, receipts or DWR statements.

- 1) A Cover Memo/Letter signed and dated on the Grantee's official letterhead that lists:
 - a) DEQ Contract Number
 - b) total amount of the reimbursement request
 - c) actual cost (expenses) by approved budget categories
 - d) total amount spent on the project to date

Note: a justification statement shall be included in this letter for all requests submitted after the DEQ contract expiration date.



Water Resources Development Grant Program

- 2) Copies of all subcontractor invoices, WRDG Administrative/In-kind Statements of Time, or other documentation for materials, services and other project costs. Invoices shall include a brief description of the work performed for each budget category task.
- 3) A completed *Reimbursement Tracking Summary* spreadsheet submitted in an Excel file, not in an Adobe PDF format. Please use the *Nonfederal* sheet for projects that do not include any federal funding. Please use the *Federal* sheet if the project involves federal funding. Please use the *NRCS-EQIP* sheet for stream restoration projects that include cost-share funding through this federal funding program. **The Total expenses reflected in the Cost & Invoicing documentation column should equal the total project costs at project close out.**

The reimbursement request and supporting documentation shall be emailed to:

NC Division of Water Resources
Attn: Amin Davis
1617 Mail Service Center
Raleigh, N.C. 27699-1617
Amin.Davis@ncdenr.gov

Attachment 2 – Grant Reimbursement Example for 50/50 Match**Project Cost: \$100,000****Nonfederal Cost Share: \$50,000****DEQ Grant Award: \$50,000****DEQ 90% Reimbursement: \$45,000**

Invoice #1	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$1,000.00	\$10,000.0	\$2,000.00		

Total Expenditure	\$13,000.00
50% Reimbursement	\$6,500.00
DEQ Payment Amount	\$6,500.00

Invoice #2	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$2,000.00	\$5,000.00		\$1,000.00	\$35,000.00

Total Expenditure	\$43,000.00
50% Reimbursement	\$21,500.00
DEQ Payment Amount	\$21,500.00

Invoice #3	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$3,000.00			\$1,000.00	\$40,000.00

Total Expenditure	\$44,000.00
50% Reimbursement	\$22,000.00
10% Retainage	\$5,000.00
DEQ Payment Amount	\$17,000.00

Payments	Amount
#1	\$6,500.00
#2	\$21,500.00
#3	\$17,000.00
#4 (Post close-out inspection)	\$5,000.00
Total DEQ Payment	\$50,000.00

Instructions Sheet

DWR		DWR Water Resources Development Grant Application For State & Local and NRCS-EQIP Projects - Fall 2022 Cycle									
Please complete Checklist sheet and enter information into yellow cells in each labeled sheet listed below. Complete <i>In-Kind Budget Notes</i> for any budget item where an In-kind amount is listed in the Budget sheet.											
	Contact Information										
	Project Information										
	Project Narrative										
	Treatments										
	Benefits & Evaluation Criteria										
	Project Budget										
	In-Kind Budget Notes										
NOTES & INSTRUCTIONS											
Applicants are strongly encouraged to read the most recent version of the <i>Water Resources Development Grant Program</i> guidelines document that can be viewed and/or downloaded from the grant website below prior to completing this application											
A complete Application Submittal consists of: 1.) all completed sheets of this Excel file, 2.) scaled conceptual project plan & map, 3.) signed official agency/organization Resolution form, & 4.) signed Conflict of Interest forms. Supplementary documentation (reports, photos, letters of support, etc.) are not required but can be provided as separate attachments via email. Additional documentation is required for Feasibility Studies & NRCS-EQIP Stream Restoration Projects. The submittal shall consist of at least two Adobe pdf documents labeled as <i>Map(s)</i> and <i>Signed Documents</i> (resolution, conflict of interest). A third pdf labeled as <i>Supplementary Documents</i> (reports, data, letters of support, etc.) can be provided but is not required. This application form will become part of the DEQ Contract documentation should a project be recommended for funding by DWR. Please make sure all information contained is accurate and complete											
Applicant must be a unit of local government. Primary Contact is Applicant's representative responsible for project oversight and contract administration. Project Supporter is any additional organization or individual who has provided a Letter of Support for the application.											
Applicant or Primary Contact shall include a letter of support on official letterhead of any organization listed as a <i>Project Supporter</i> on the <i>Project Information</i> sheet.											
A scaled conceptual plan/map is required that should directly reflect the proposed locations of all project elements listed in the Project Narrative and Treatment sheets.											
The required <i>Official Resolution</i> and <i>No Conflict of Interest</i> forms can be downloaded from the grant website below.											
Some data entry cells in the following sheets have a dropdown list to select a specific category. Other cells have a red arrow in the upper right corner to hover over for viewing additional guidance											
To Create Adobe PDF Document of this Application: File> Print> Select <i>Microsoft Print to PDF</i> or <i>Adobe PDF</i> under Printer> Select <i>Entire Workbook</i> under Settings> Print											
For additional information, please see Water Resources Development Grant website below or contact Grant Administrator Amin Davis at 919-707-9132 / amin.davis@ncdenr.gov. https://deq.nc.gov/about/divisions/water-resources/water-resources-grants/financial-assistance											
When all sheets of this application are complete please save and email this Excel file, along with all supplementary application submittal elements to: amin.davis@ncdenr.gov Any modifications to the content or formatting of this form without the prior consent of the DWR Grant Administrator are strictly prohibited by NC DEQ											

A. Davis, WRDG Grant Administrator Note dated 12/20/23: Red text on pdf pages 4-9 of this application indicate changes made by the grantee or WRDG Grant Administrator; the conceptual master plan on pdf page 12 dated 12/6/23 has also been the updated from the original application dated 12/20/22.

Checklist Certifications

STATE & LOCAL PROJECTS			PROJECT CERTIFICATIONS		
Included	Required Items	File Format	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
<input checked="" type="checkbox"/>	All Required Application Sheets Completed	Excel File			Project includes other state or federal grant funding
<input checked="" type="checkbox"/>	Scaled Conceptual Project Plan & Map	Pdf (preferred), Jpeg			All sources of non-federal and federal matching funds have been listed on the Budget sheet
<input checked="" type="checkbox"/>	Completed & Signed Official Resolution Form	Pdf			Applicant has read the WRDG Spring 2022 Grant Guidelines document
<input checked="" type="checkbox"/>	Completed & Signed Conflict of Interest Certification	Pdf			Project is associated with an existing permit requirement or compensatory mitigation.
<input checked="" type="checkbox"/>	DEQ-Approved Agency Conflict of Interest Policy	Pdf			NRCS-EQIP Only: Project includes NC Land & Water Funding (formerly known as Clean Water Management Trust Funding)
<input type="checkbox"/>	Letter of Commitment (Feasibility Studies Only)	Pdf			
<input type="checkbox"/>	Basis For Claimed Value of Land Transfer (Land Transfers Only)	Pdf			Please click all relevant check boxes above to indicate item has been addressed
<input type="checkbox"/>	Request For Payment of Appropriation Form (Special Appropriations Only)	Pdf			
Supplemental Items (Not Required)					
<input checked="" type="checkbox"/>	Letters of Support	Pdf			
<input type="checkbox"/>	Relevant Data, Reports, etc.	Pdf			
<input type="checkbox"/>	Photos	Jpeg			
<input type="checkbox"/>	Multimedia (Videos, Drone Imagery, etc.)	Upload to Filesharing Website			
	Please click all relevant check boxes above to indicate item is included				
NRCS-EQIP STREAM RESTORATION PROJECTS					
Included	Required Items	File Format	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
<input type="checkbox"/>	All Required Application Sheets Completed	Excel File			
<input type="checkbox"/>	Scaled Conceptual Project Plan/Map	Pdf (preferred), Jpeg			
<input type="checkbox"/>	Signed & Completed Official Resolution Form	Pdf			
<input type="checkbox"/>	Signed & Completed Resolution Affirmation (Co-Grantee)	Pdf			
<input type="checkbox"/>	Signed & Completed No Conflict of Interest Certifications	Pdf			
<input type="checkbox"/>	DEQ-Approved Agency Conflict of Interest Policies	Pdf			
<input type="checkbox"/>	Signed & Notarized Updated FY No Overdue Taxes Form (Co-Grantee)	Pdf			
<input type="checkbox"/>	Signed NRCS-CPA-1155 or 1156 Conservation Plan or Schedule of Operations	Pdf			
<input type="checkbox"/>	EQIP Eligible Practices Spreadsheet (If Non-Eligible Stream Practices)	Excel File			
	Please click all relevant check boxes above to indicate item is included				

Project Information Sheet

WRDPG_Pj_ID	WRDG_Name	Eligible_Purpose	Amount_Requested	Project_Cost	Application_Date	Latitude_DD	Longitude_DD	Applicant_TaxID	CoApplicant_TaxID	County_Name	Nearest_Municipality	Nearest_Named_Waterbody	Riverbasin_Name	Ecoregion_Name
1188	Lake Lure Morse Park-Phase 1	Water-Based Recreation	\$200,000.00	\$1,209,970.00	12/20/23 (12/20/22)	35.43544	-82.22994	1261		Rutherford	Lake Lure	Broad River/Lake Lure	Broad	Blue Ridge
		EP_Short	Typical Projects, But Not Limited To...											
		Stream Restoration	Stream restoration, stream/shoreline stabilization, dam&aquatic barrier removals											
		Water-Based Recreation	Trails, greenways, structures including land acquisition & development											
		Water Management	Stormwater control measures (BMPs), drainage, flood control											
		Feasibility/Engineering Study	Hydrologic Study, Water Management Plan, Watershed Improvement Plan											
		NRCS EQIP Stream Restoration	Stream restoration projects on agricultural lands											
Weblinks		Western NC Stream Initiative				Google Maps	Google Maps			Google Maps	DWR 2014 Integrated Report Map	NC River Basins Map	Ecological Address Map	

Project Narrative Sheet

Provided by Grant Administrator	<p>One or two sentence Project Scope of DWR Funding Request. Example: Stabilize/restore 2,500 linear feet and plant 5 acres of riparian area along Little Creek; Construction of a bioretention cell to treat ~ 1.5 acres of stormwater runoff originating from ABC Plaza; Construction of 5,000 linear feet of greenway along Little River.</p>	<p>Brief description of the overall Project Scope (what's being proposed) & justification (why it's being proposed). For stream restoration & water management projects, justification should briefly state what the impairment being addressed is, and how the project will specifically address the impairment. For Phased projects please describe overall phasing plan and indicate what phase of project grant funds are currently being requested for; maps should also reflect phasing. Additional supplementary documentation (i.e., maps, conceptual plans, reports, photos, etc.) should reflect phasing, if applicable, and shall be provided as separate attachments via email.</p>	<p>Brief description of Existing Site Conditions, Land Use Within & Immediately Adjacent to Project Area.</p>
WRDPG_Prj_ID	Project_Scope_Brief	Project_Scope_Overall	Existing_Conditions
1168	<p>The Morse Park- Phase 1 project includes the redevelopment and enhancement of a significant recreation asset in the Town of Lake Lure. The park is located near the mouth of the Broad River adjacent to Lake Lure, a 720-acre impoundment with 27 miles of shoreline. The project will include approximately 1150 linear feet of 6 foot wide asphalt path and support facilities such as new public restrooms, 500 linear feet of 6 foot wide sidewalk, an expanded parking area to accommodate 50 additional vehicles, and a bioswale for stormwater management. Environmental education signage on stormwater management and BMPs will also be included where appropriate.</p>	<p>The Morse Park landscape features views of mountainous topography, the Broad River, and Lake Lure. New recreational facility development in Lake Lure is challenging due to the prevalence of this mountain terrain. However, Morse Park is centrally located on a relatively flat parcel which is scarce within the Hickory Nut Gorge area and the site of the park. Due to the park's well-suited site configuration and its connectivity to other community assets, it presents an excellent opportunity for additional enhancements and expanded recreation facilities within a unique outdoor setting. The project is within the planning corridor for the Hickory Nut Gorge State Trail and will provide visitors a central hub and access point to other recreational assets found in the area. The paved path will offer visitors of all abilities an opportunity to experience a short portion of the challenging Hickory Nut Gorge State Trail. This path will also improve access to events held at the park. Morse Park typically hosts anywhere from 10-15 events a year for a total of approximately 3000 attendees. The number of events offered will be expanded with the construction of an amphitheater, stage, and additional picnic shelters, which are all proposed for Phase II of the project. These additional events and facilities will create more demand for limited parking, and this project will help alleviate that demand. The stormwater control measures included in this Phase 1 implementation project will protect the water quality of Lake Lure and help it remain an inviting resource for water-based recreation and related activities.</p>	<p>Morse Park is located on approximately 23 acres where the Broad River feeds into the west end of Lake Lure. The topography is relatively flat and features a large open meadow, wooded wetland areas, and a pond. Existing amenities include two tennis courts, basketball court, children's play area with swings, slides, and climbing apparatus, a covered gazebo, gravel and asphalt walking path with benches, and covered picnic tables with grills. The site also features ADA-compliant paths and convenient connectivity with the Lake Lure Town Walkway, Flowering Bridge, beach, and water park. Morse Park is adjacent to the Town of Lake Lure Municipal Center, Rutherford County Welcome Center, and Washburn Marina.</p>

Benefits Evaluation Criteria

Provided by Administrator		Numbers in () below represent maximum score for each criteria. A maximum of 25 additional points will be added by Program Administrator based on Benefits to State Owned Properties, Financial Resources & Regional Benefits						
WRDPG_Pj_ID	Economic_Benefits_(15)	Social_Benefits_(15)	Environmental_Benefits_(15)	Environmental_Impacts_(20)	Regional_Benefits_(10)	Financial_Resources_(10)	Benefits_to_State_Owned_Properties_(5)	
1168	<p>The Town of Lake Lure is capitalizing on its natural resources and spectacular setting in the Hickory Nut Gorge to help strengthen the local economy. The Town has gained momentum through its participation in Rutherford Bound, a local capital infrastructure development initiative led by the Rutherford County Tourism Development Authority (TDA). Rutherford Bound has cast a vision of creating a thriving tourism economy with new opportunities in local hospitality, outdoor recreation, and other related businesses. The Town of Lake Lure's economy is heavily dependent on the tourism sector and the enhancement of its major tourism assets will benefit this sector tremendously. The TDA has allocated significant financial resources towards this project totaling \$425,000. The Town will match and commit at least this same amount, and will leverage additional funds from a variety of other sources to successfully implement this project. Because it is being planned and designed as part of an overall tourism development strategy for the area, this project will help prepare the Town for economic development success. This project complements other local investments in the outdoor recreation and tourism economy and helps build the asset inventory necessary to attract visitors.</p>	<p>Park development that provides the opportunity to add and expand recreational facilities which serve people of all abilities is a top priority for the Town of Lake Lure. In 2017, the Morse Park Master Plan featuring major upgrades to existing facilities, was adopted by the Town. An update to this master plan was completed in 2021 that includes specific elements such as expanded parking, new recreation facilities, and a large amphitheater. The park improvements were also included in planning efforts associated with the Lake Lure Parks, Recreation, Trails, and Open Space Plan (2022) and the Rutherford Bound Tourism Master Plans of 2018 and 2022. The ancillary social benefits from this type of project are numerous. Morse Park is a community asset that instills civic pride and with the inclusion of these proposed improvements, this sentiment will grow. The public health benefits resulting from the active lifestyles this type of project promotes are well-documented. The recreational facilities proposed by this project have been specifically selected for their ability to meet ADA standards so that they may benefit children and veterans with physical and developmental disabilities. This project has the potential to benefit the overall quality of life for residents and visitors alike by offering them more recreational opportunities at one of the region's most cherished destinations.</p>	<p>The Morse Park Phase 1 project is located in the headwaters of the Broad River watershed and should result in numerous environmental benefits within the drainage basin. There is a documented environmental issue just downstream of the Lake Lure dam where the Broad River has a 303(d) listed impairment for aquatic life, specifically benthic macroinvertebrates. This section of the river does not meet state water quality standards and any reduction in pollutants and protection of the water resources within the watershed are warranted. According to the National Recreation and Park Association (NRPA), the environmental benefits from the bioswale planned for this proposal are numerous. Benefits from the implementation of this type of green infrastructure project include: reduced flooding, enhancements to water quality, improved plant and wildlife habitats, and lowered temperatures for surface waters. The surface water classifications for Lake Lure are currently Class B and Tr, meaning the lake has been designated important as a primary contact recreation resource and as trout waters intended to have conditions that sustain and allow for natural trout propagation and survival and for year-round maintenance of stocked trout. The stormwater management strategies included in the design of the enhancements at Morse Park will help maintain these use standards and provide valuable benefits to the natural environment.</p>	<p>The Morse Park Phase 1 project is located on previously disturbed areas and no significant environmental impact will result from the implementation of this proposal. The improvements at Morse Park will remain intact. Property along the Broad River and Lake Lure is rapidly being developed for second homes, vacation rentals, and other residential purposes. Impacts and threats to water quality in the area are attributable mainly to nonpoint source pollution associated with this type of new development, including runoff and sedimentation. This project will limit nonpoint source pollution by incorporating BMPs into the construction phase and post-construction LID principles and stormwater management strategies into the design process. The project will not be detrimental to any local drinking water supplies, as the primary source of the Town's drinking water comes from a system of deep wells and this proposed development project is not within a water supply watershed area.</p>	<p>The Rocky Broad Riverwalk and Luremont Trail being planned for the region will connect with the Lake Lure Town Center Walkway and the trail system at Morse Park to provide a new pedestrian path and safe connection between Chimney Rock Village and the Town of Lake Lure. These trails will provide connectivity between Chimney Rock State Park, Chimney Rock Village's Main Street, River Park, the Flowering Bridge, Lake Lure Beach, and the Lake Lure Town Center area. The Hickory Nut Gorge State Trail is also incorporated into the Morse Park and this will ultimately provide a connection with Chimney Rock State Park, Dittmer Watts Park, Weedpatch Mountain, Buffalo Creek Park, and the Upper Hickory Nut Gorge including Bearwallow Mountain, Florence Nature Preserve, and Wildcat Rock. The Hickory Nut Gorge State Trail will eventually connect with the Wilderness Gateway State Trail in Rutherford County to make Morse Park and Lake Lure an important node and waypoint within a growing network of state-designated trails being developed in the region.</p>	<p>Rutherford County is classified as a Tier 1 County by the North Carolina Department of Commerce. For 2023, Rutherford is considered 21st most-distressed out of 100 counties statewide. This ranking is based largely on the fact that the county had negative population growth from 2019-2021 (-0.56%), a low median household income in 2020 (\$44,004), and comparatively high unemployment in 2021 (5.1%), or 16th highest in the state. According to the American Community Survey, 50% of the population in the census block group where the project is located is classified as low-income.</p>	<p>The State of North Carolina has considerable land holdings in nearby Chimney Rock State Park. The main entrance to the State Park is less than a mile, or an easy twenty minute walk from Morse Park. State-owned property renowned for its excellent rock-climbing is a short distance away on the north side of the gorge at Chimney Rock-Rumbling Bald. This portion of the State Park may be accessed from Boys Camp Road after a mere five minute drive from Morse Park. Future plans include the installation of a pedestrian bridge over the Broad River to connect the trail system at Morse Park with Boys Camp Road and ultimately the state-owned lands at Rumbling Bald. The administration at the State Park has been highly supportive of the Town's plans to further develop outdoor recreation assets in the area.</p>	
Examples	<p>Discuss Economic Benefits such as: Economic Development, Eco-tourism, Local Job Creation/Retention, Improved Community Resiliency, Increased Property Values, Improved Retail Sales, Infrastructure/Property Loss Mitigation, Reduced Energy/Operation Costs, Reduced Development Costs (LID), Reduced Drainage Infrastructure Costs, Reduced Maintenance Costs, Water Conservation/Reuse. Also discuss any Leveraged Funding Sources if applicable.</p>	<p>Discuss social benefits related to this project such as: Collaborative Partnerships/Stakeholder Engagement, Community Development & Revitalization, Environmental education/STEM (Signage, Tours, etc.), Addresses Documented Env. Justice Community, Improved Aesthetics, Improved Community Resiliency, Improved Physical Fitness/Recreation, Improved Public Health, Improved Safety, Reduced Noise Pollution, In Authorized Planning Document, Within/connectivity Significant Cultural Heritage Area.</p>	<p>Discuss environmental benefits of this project such as: Air Quality, Aquatic Passage, Drainage & Flooding, Climate Resiliency (Carbon Sequestration, Urban Heat Island Regulation, Water Temperature Regulation), Effectiveness Monitoring, Environmental Stewardship, Floodplain Reconnection, Aquatic & Terrestrial Habitat Improvement, Groundwater Recharge, Habitat Reconnection, Invasive Species Removal, Natural Area Conservation/Preservation, Nutrient Reduction, Pollutant Reduction, Riparian Buffer Restoration, Sediment Reduction, Streambank/Shoreline Stabilization, Stormwater Attenuation, Water Conservation/Reuse.</p>	<p>Discuss potential environmental impacts of the project such as: Aquatic Habitat Disturbance, Land Disturbance, Impervious Surface Addition, Riparian Buffer Disturbance, New Stream Crossings, Vegetation Removal, etc. and how these impacts will be minimized with Low-Impact Development design principles such as: delineating environmentally-sensitive areas, surface waters & wetlands; integration of green stormwater infrastructure; minimal ground disturbance/tree clearing; use of previously cleared/disturbed areas for construction staging, etc. Longterm Maintenance Agreement can help reduce impacts over time.</p>	<p>Discuss regional benefits such as: direct benefits to a water supply, regional onsite educational workshops, green/blue-trail connectivity, etc.</p>	<p>Underserved Neighborhood/Community, Distressed County, etc.</p>	<p>Discuss if project is located within/adjacent to a State-owned property and how project would provide a direct benefit.</p>	
Evaluation Scoring	<p>Maximum points for demonstration that project will provide multiple economic benefits.</p>	<p>Maximum points for demonstration that project will provide multiple social benefits and/or if specific project identified in planning document.</p>	<p>Maximum points for demonstration proposed project will address a documented environmental problem, improve/protect a valuable resource area or enhance environmental resiliency (see weblinks below). Examples for project areas include: Headwater area, 303(d) listed or Impaired Waterbody Parameter, DWR Nutrient Management Strategy, Public Water Supply or Water Supply Watershed, in existing Watershed Improvement Plan, Adjacent to existing/proposed Watershed Improvement Project (WIP), Within same 12-digit HUC of existing/proposed WIP, Rare Species or Habitat/Significant Natural Heritage Area.</p>	<p>Maximum points for demonstration that multiple impact mitigation items have been addressed and that project will result in minimal environmental impacts in the project area or adjacent areas. Maximum points are given for multiple low-impact development or green infrastructure elements that are incorporated into a project.</p>	<p>Maximum points for demonstration that the project will provide benefits to an area greater than the jurisdiction/service area of the local sponsoring agency.</p>	<p>Maximum points for demonstration that the project will benefit an underserved community within a Tier 1 County.</p>	<p>Maximum points for demonstration that the project will provide multiple direct benefits to State-owned lands and properties.</p>	
Website Resources	<p>Eco-tourism Economic Benefits of Green Infrastructure WRDPG Additional Resources Documents</p>	<p>DEQ Environmental Justice EENL What is Environmental Education? EPA's Eco-Health Relationship Browser One Water Arts & Culture STEM & The Science House</p>	<p>Ecosystem Services Toolkit for Natural Resource Management SPA How's My Waterway NLRV Manual Primary Resource Benefits (p.6-12) NRPA Green Infrastructure Benefits Tool WRDPG Additional Resources Documents</p>	<p>Low Impact Development: A Guidebook for North Carolina Middle Fork New River Restoration Prioritization Plan NCDA Environmental Assessment Guidelines (p.6-5) NCRW Green Growth Toolbox (Sections 3-5)</p>	<p>County Tier Designations DEQ Community Mapping System EPA EISCREEN Tool</p>			

Budget Sheet

Project Name:

Lake Lure Morse Park - Phase 1

Date:

12/20/2023

		DWR	Local Match	Other Non-Federal Match	Federal Contribution	Local + Other Non-Federal Match Total	Category Total
0.0%	Administration						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
17.4%	Design						
	Cash		209,995.00			\$209,995.00	\$209,995.00
	In-kind					\$0.00	\$0.00
0.0%	Permitting						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.0%	Survey						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.0%	Construction Materials						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.0%	Plant Materials						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
11.9%	Construction Oversight						
	Cash		143,475.00			\$143,475.00	\$143,475.00
	In-kind					\$0.00	\$0.00
70.8%	Construction						
	Cash	200,000.00	656,500.00			\$656,500.00	\$856,500.00
	In-kind					\$0.00	\$0.00
0.0%	Education						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.0%	Monitoring						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.0%	Land						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
	Cash Sub-total	\$200,000.00	\$1,009,970.00	\$0.00	\$0.00	\$1,009,970.00	\$1,209,970.00
	In-kind Sub-total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total	\$200,000.00	\$1,009,970.00	\$0.00	\$0.00	\$1,009,970.00	\$1,209,970.00

DWR Total =	\$200,000.00
DWR Non-Federal Match % =	16.53%

Local + Non-Fed Total =	\$1,009,970.00
Local + Non-Fed % =	83.47%

Non-Federal % =	100.00%
Federal % =	0.00%

In-Kind Budget Notes

Provided by Grant Administrator	Category	Guidelines	Notes_AgencyStaff_ProjectTasks	Quantity_Materials	Rate	Total Hours	Total Cost
WRDPG_Prj_ID							
	Administration	Eligible administration costs include the direct labor costs associated with progress reporting, reimbursement requests, and project scope, budget and schedule management. Costs not eligible for reimbursement include sales tax, audits, direct phone costs, direct postage costs, grant recipient's overhead (indirect) cost, including, rent, utilities, insurance costs, facility costs, general office, general phone and general postage costs.					\$ -
	Design	Enter estimated labor costs (Rate x Hours).					\$ -
	Permitting	Enter estimated labor costs (Rate x Hours).					\$ -
	Survey	Enter estimated labor costs (Rate x Hours).					\$ -
	Construction Materials	Quantity x Unit Rate. Project signage is an eligible expense.					\$ -
	Plant Materials	Quantity x Unit Rate					\$ -
	Construction Oversight	Enter estimated labor costs (Rate x Hours).					\$ -
	Construction	See 'In-kind Equipment/Materials' sheet under Reimbursement Instructions link on WRDG website.					\$ -
	Education	Enter estimated labor costs (Rate x Hours). Providing tours, signage, etc. See https://independentsector.org/resource/value-of-volunteer-time/ to assist with estimating value of volunteer time.					\$ -
	Monitoring	Effectiveness monitoring to demonstrate ecological uplift or other project success criteria (water quality/quantity, vegetative survival, etc.)					\$ -
	Land	The value of land/easements can be used as In-Kind match if acquired or donated expressly for the project, not land currently owned by the local government or with easements currently in place. Submittal of a completed Basis For Claimed Value of Land Transfers form is required as part of this grant application for land transfers if claiming as an In-Kind contribution, or land acquisition associated with a Water-Based Recreation project. Copies of land valuation and transfer documentation are required to be submitted as part of the reimbursement process after the land transfer has been completed. Required documentation includes: a current certified appraisal, HUD Settlement Statement, conservation easement deed or official municipal GIS valuation showing the current property tax valuation assessed by the County Tax Assessor's Office. Appraisals are required for land transfers if the total value of any given parcel exceeds \$100,000. The appraisal shall be performed by an independent certified appraiser acceptable to, and consistent with regulations and/or policies of the State Property Office (SPO). Please refer to the Land Acquisitions and Transfers section of the most recent version of the WRDG Reimbursement Request Instructions for more information.					\$ -
						Total In-kind Contributions	\$ -

Morse Park

Town of Lake Lure

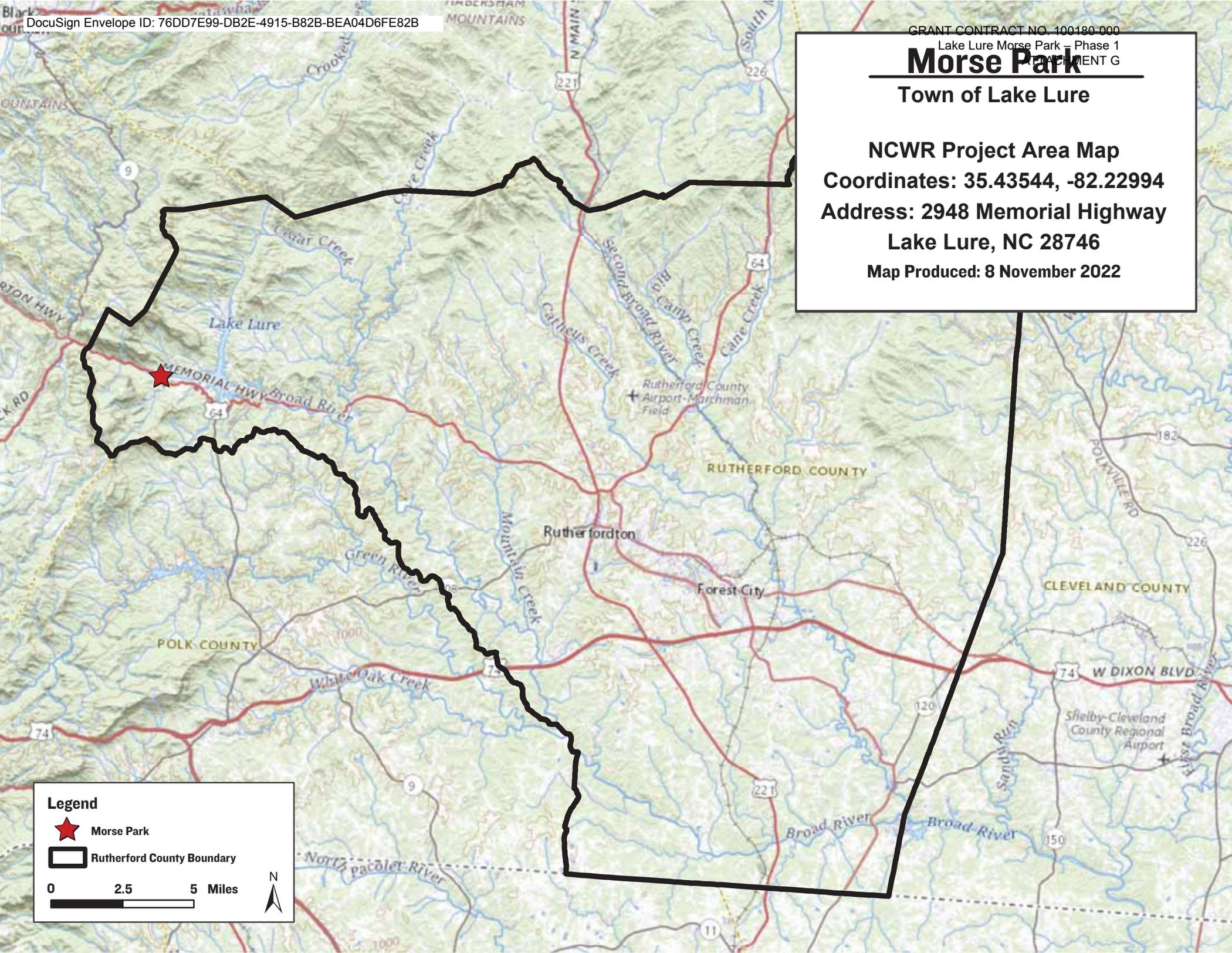
NCWR Project Area Map

Coordinates: 35.43544, -82.22994

Address: 2948 Memorial Highway

Lake Lure, NC 28746

Map Produced: 8 November 2022



Legend

★ Morse Park

▭ Rutherford County Boundary

0 2.5 5 Miles





PROJECT:

MORSE PARK

ADDRESS: 2932 MEMORIAL HWY | LAKE LURE | RUTHERFORD COUNTY | NC | 28746

CLIENT:



TOWN OF LAKE LURE

CONTACT: CAROL PRITCHETT, MAYOR

ADDRESS: 2948 MEMORIAL HWY | LAKE LURE | RUTHERFORD COUNTY | NC | 28746

LANDSCAPE ARCHITECT:



DESTINATION BY DESIGN

ADDRESS: 136 FURMAN ROAD, SUITE 6 | BOONE | WATAUGA COUNTY | NC | 28607

SEAL:

REVISIONS	DATE

PROJECT MANAGER:

DRAWING BY:

JURISDICTION:

DATE: 12/06/2023

SHEET TITLE:

CONCEPTUAL MASTER PLAN

SHEET NUMBER:

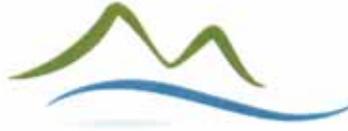
L1

SCALE: 0' 25' 50' 100'

SCALE: 1" = 50'

FILE NUMBER:





Tourism Development Authority

RUTHERFORD COUNTY, NC

December 20, 2022

To Whom it May Concern,

On behalf of the Rutherford County Tourism Development Authority (RCTDA), I am writing in full support of the grant application submitted by the Town of Lake Lure for substantial improvements at Morse Park. RCTDA has the mission of working with local governments, business owners, and civic organizations to promote the growth of tourism in the area and to make Rutherford County a better place to live, work, and play.

Located adjacent to the Broad River and providing access to all Lake Lure has to offer, Morse Park fills an important role in the area. Morse Park provides health, wellness, and economic benefits which increase the quality of life in the community. The park also increases access to Lake Lure and creates advocates for water quality, the natural environment, and outdoor recreation. The proposed enhancements at Morse Park will greatly improve this major tourism asset.

The Rutherford County TDA is excited about the further development of Morse Park and the additional recreational opportunities these improvements will offer residents and visitors. The development of a paved walking path, picnic pavilions, and a new ADA-compliant playground, along with accompanying support facilities, including restrooms and additional parking, will provide a safe and accessible area and increase outdoor recreation opportunities.

These improvements at Morse Park are included in Rutherford Bound, the County's tourism infrastructure development plan designed to help revitalize the economy of Rutherford County. By partnering with local governments and other stakeholders, the Rutherford County TDA has helped generate momentum within the County to make this type of capital infrastructure project a reality. With your assistance, this exciting new project at Morse Park will take a significant step forward.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Casor". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.



P.O. Box 1349
Rutherfordton, NC 28139
www.rutherfordoutdoor.org

December 28, 2022

To Whom it May Concern,

On behalf of the Rutherford Outdoor Coalition, I am writing in full support of the grant application submitted by the Town of Lake Lure for proposed improvements at Morse Park. The Rutherford Outdoor Coalition (ROC) is a non-profit organization founded to promote and expand outdoor recreation in Rutherford County. We enjoy a strong partnership with the Town of Lake Lure in maintaining existing trail systems at Buffalo Creek Park and Dittmer-Watts Nature Trail Park and through a shared AmeriCorps trails coordinator position.

Morse Park provides a critical centrally located space for larger outdoor events and has hosted multiple Cycle NC events, climbing competitions and more. The enhancements planned for Morse Park will significantly improve the capacity and versatility of the park for event hosting. The park already provides beautiful vistas of the Hickory Nut Gorge, the primary public access for Lake Lure, and is a popular spot for water sports, picnicking, bird watching, walking, running, or just relaxing by the lake in a peaceful setting.

The development of additional paved walking paths, picnic pavilions, and a new ADA-compliant playground, along with support facilities such as restrooms, showers, and additional parking, will contribute to a better overall user experience and promote active lifestyles for people of all abilities. It will encourage people to bring all members of the family to the park. This phase of the enhancements will also create the basis for future improvements which only add to the versatility and appeal of the park for users and event planners.

For more than a decade ROC has advocated for and worked directly on expanding outdoor recreation opportunities in the county. We have successfully partnered with multiple organizations for outdoor recreation enhancements and advocated for many more such as the creation of Chimney Rock State Park. We are excited about the Morse Park enhancements!

Thank you for your time and for providing this grant opportunity for local communities.

Sincerely,

Jerry Stensland
President



RESOLUTION NO. 22-12-13

RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL FOR THE DIVISION OF WATER RESOURCES DEVELOPMENT GRANT

WHEREAS, the Town of Lake Lure Town Council desires to sponsor Morse Park Master Plan Phase I Project to include development, renovation, and enhancement of a paved path, playground, picnic area, bathroom with showers, and parking.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Lake Lure, North Carolina:

- Section 1.** The Council requests the State of North Carolina to provide financial assistance to the Town of Lake Lure for the Morse Park Master Plan Phase I in the amount of \$200,000 or 50 percent of the nonfederal project costs, whichever is the lesser amount;
- Section 2.** The Council assumes full obligation for payment of the balance of project costs;
- Section 3.** The Council/Board will obtain all necessary State and Federal permits;
- Section 4.** The Council/Board will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- Section 5.** The Council/Board will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- Section 6.** The Council/Board will obtain suitable spoil disposal areas as needed and all other easements or rights-of-way that may be necessary for the construction and operation of the project without cost or obligation to the State;
- Section 7.** The Council/Board will assure that the project is open for use by the public on an equal basis with no restrictions;
- Section 8.** The Council/Board will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- Section 9.** The Council/Board accepts responsibility for the operation and maintenance of the completed project.

READ, APPROVED, AND ADOPTED this 13th day of December, 2022.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett



DWR Water Resources Development Grant Program

No Conflict of Interest Certification

The Town of Lake Lure hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed as part of the Morse Park Master Plan Phase I project that would create any actual or potential conflicts of interest (or apparent conflicts of interest) for any of its employees, contractors, subcontractors, designees or other entities or individuals involved in the Morse Park Master Plan Phase I project (including conflicts of interest for immediate family members: spouses, parents, or children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.

In this certification, the term "potential conflict" means reasonably foreseeable conflicts of interest. The Town of Lake Lure further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the NC Department of Environmental Quality's satisfaction, any such conflict of interest (or apparent conflict of interest).

Print Name: Carol C Pritchett
Signature: Carol C Pritchett
Title: Mayor
Date: 12/14/2022

Morse Park Improvements Project Costs

Morse Park: Parking Expansion Estimate of Probable Cost

	Unit	Quantity	Unit Cost	Total Cost
Site Work				
Site Prep, Demo, Grading, & Erosion and Sediment Control	LS	1	\$150,000	\$150,000
Stormwater/Bioretenion	LS	1	\$85,000	\$85,000
Asphalt (Entrance, Drive Aisle, + Parking)	SY	2,000	\$40	\$80,000
Curb + Gutter	LF	1,100	\$35	\$38,500
Pavement Striping (50 Spaces)	LS	1	\$8,000	\$8,000
Site Utilities	LS	1	\$35,000	\$35,000
2-Stall Restroom Building	LS	1	\$230,000	\$230,000
6' Concrete Sidewalk/ Hardscape	SF	3,000	\$15	\$45,000
6' Asphalt Walkway	SF	7,000	\$10	\$70,000
6' Paver Walkway	SF	2,000	\$20	\$40,000
Site Furnishings	LS	1	\$25,000	\$25,000
Landscaping	LS	1	\$50,000	\$50,000
Site Work Subtotal				\$856,500
Contractor Overhead & Contingency				
Mobilization, Site Supervision, Bonds		5%		\$42,825
Construction Staking	LS	1	\$15,000	\$15,000
Contingency		10%		\$85,650
Contractor Overhead & Contingency Subtotal				\$143,475
Construction Bid Estimate				\$999,975
Design Costs				
Survey, Design, + Permitting		18%		\$179,996
Construction Administration		3%		\$29,999
Subtotal				\$209,995
Grand Total				\$1,209,970

**Town of Lake Lure
Standard Agreement Form**

**TOWN OF LAKE LURE, NORTH CAROLINA
P.O. Box 255 Lake Lure, NC 28746
828-625-9983**

AGREEMENT

Contract Name

Contractor Name/Address/Phone/Email

Name

Company

Address

City, State Zip

Phone #

This agreement is entered into this [DAY] of [MONTH], [YEAR] by and between XXXXXXXXX (the "Contractor") and the Town of Lake Lure, a municipal corporation of the State of North Carolina, (the "Town"). The Town and Contractor may collectively be referred to as "Parties" hereinafter.

The Town and the Contractor, for the consideration stated herein, agree as follows:

1. Scope of Work

The Contractor agrees to perform for the Town the following services: **The Contractor shall provide the labor and equipment to prune and trim (42) Crepe Myrtle Trees under the power lines in Jack Warren Park. The Contractor's quote is attached to and made a part of this Agreement.**

2. Specifications

The Contractor shall provide services in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. Upon request by the Town, the Contractor will provide plans and specifications prior to engaging in any services under this Agreement. The Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between any provided plans and specifications and this Agreement, this Agreement shall control.

3. Time of Commencement and Completion

Contractor shall commence the work required in this Agreement as soon as possible, and the Contractor shall complete entire work no later than _____. If the Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in this Agreement must be agreed to in writing by the Town and the Contractor.

4. Consideration and Payment of Services

In consideration of the above services, the Town will pay the Contractor the total sum of **AMOUNT** to be paid within 30 days from receipt of the invoice. The Town shall pay the Contractor's invoices at the times set forth in this Agreement unless a bona fide dispute exists between the Town and the Contractor concerning the accuracy of said invoice, the services covered thereby, or the performance of Contractor's obligations under this Agreement.

5. Indemnification

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Town of Lake Lure, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Lake Lure, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Contractor.

6. Applicability of Laws and Regulations

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Rutherford, and the Town of Lake Lure in the performance of the services outlined in this Agreement and any attached specifications. This Agreement shall be governed by the laws of the State of North Carolina.

7. E-Verify Compliance

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). The Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

8. Independent Contractor

The Contractor agrees that he/she is an independent contractor not under the control or supervision of the Town and therefore not eligible for worker's compensation or other Town employee benefits. The Contractor shall be wholly responsible for the methods, means, and techniques of performance. Contractor does not make this agreement under any duress.

9. Anti-Human Trafficking

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

10. Quality and Workmanship

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

11. Insurance

The Contractor shall maintain in full force and effect throughout the term of this Agreement and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

- a. Workers' Compensation Insurance at or above the Statutory Minimum.
- b. Employer's Liability Insurance in the minimum amount of _____.
- c. General Liability Insurance in the minimum amount of \$1,000,000.
- d. Automobile Insurance in the minimum amount of _____.

The Contractor shall provide certificates of insurance showing proof of the above coverages. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Lake Lure within 10 days of their receipt of notice from the insurance company. Notwithstanding the foregoing, neither the requirement of the Contractor to have sufficient insurance nor the requirement that the Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

12. Pre-Project Safety Review Meeting

When specified by the Town, the Contractor shall attend a pre-project safety review meeting with the contacting Town representative prior to the start of work.

13. Default

In the event of substantial failure by the Contractor to perform in accordance with the terms of this Agreement, the Town shall have the right to terminate this Agreement upon seven (7) days written notice in which event the Contractor shall have neither the obligation nor the right to perform further services under this Agreement.

14. Termination for Convenience

The Town shall have the right to terminate this Agreement for the Town's convenience upon fourteen (14) days written notice to Contractor. The Contractor shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay the Contractor for all services satisfactorily performed.

15. Delay Beyond the Control of the Parties

Neither Contractor nor Town shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control the Parties. "Forces Beyond the Control of the Parties" shall mean, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, strike, pandemic, civil disobedience, and/or governmental order or regulation.

16. Nonwaiver for Breach

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the Parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any

such breach or non-performance each party shall be relegated to such remedies as provided by law.

17. Construction

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

18. No Representations

The Parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations, that they have fully read and understand this Agreement before signing their names, and that they act voluntarily and with full advice of counsel.

19. Severability

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

20. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

21. Modification

This Agreement contains the full understanding of the Parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

22. Binding Effect

The terms of this Agreement shall be binding upon the parties' heirs, successors, and assigns.

23. Assignment

The Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent the Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist the Contractor in the performance of services rendered.

24. Non-Appropriation

Notwithstanding any other provisions of the Agreement, the Parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.

25. Electronic Signature

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

26. Notice

A letter properly addressed and sent by mail, certified mail, or registered mail to any party at the addresses provided below shall constitute sufficient notice whenever written notice is required for any purpose of this agreement. Notice will be considered sent either when received at the appropriate address or deposited in the United States mail.

Town of Lake Lure
P.O. Box 255
Lake Lure, NC 28746
828-625-9983

Olivia Stewman
Town Manager

Date

Name
Company
Address
City, State Zip

Signature

Date

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Stephen Ford, Finance Director