



NORTH CAROLINA DIVISION OF COASTAL MANAGEMENT

Public Beach and Coastal Waterfront Access Program

GRANTEE'S FINAL RESPONSE TO RFP

TOWN OF SWANSBORO: Main Street Dock Replacement– 2025-26

CW# 64285

Local Government: Town of Swansboro

Local Project Administrator:
Jonathan Barlow, Town Manager
601 W. Corbett Avenue
Swansboro, NC 28584

Phone: O: (910) 326-4428

Email: tnmgr@ci.swansboro.nc.us

Project Budget:

Grant Amount: \$127,623 (75%)

Cash Match: \$35,041 (21%)

In-Kind Match: \$7,500 (4%)

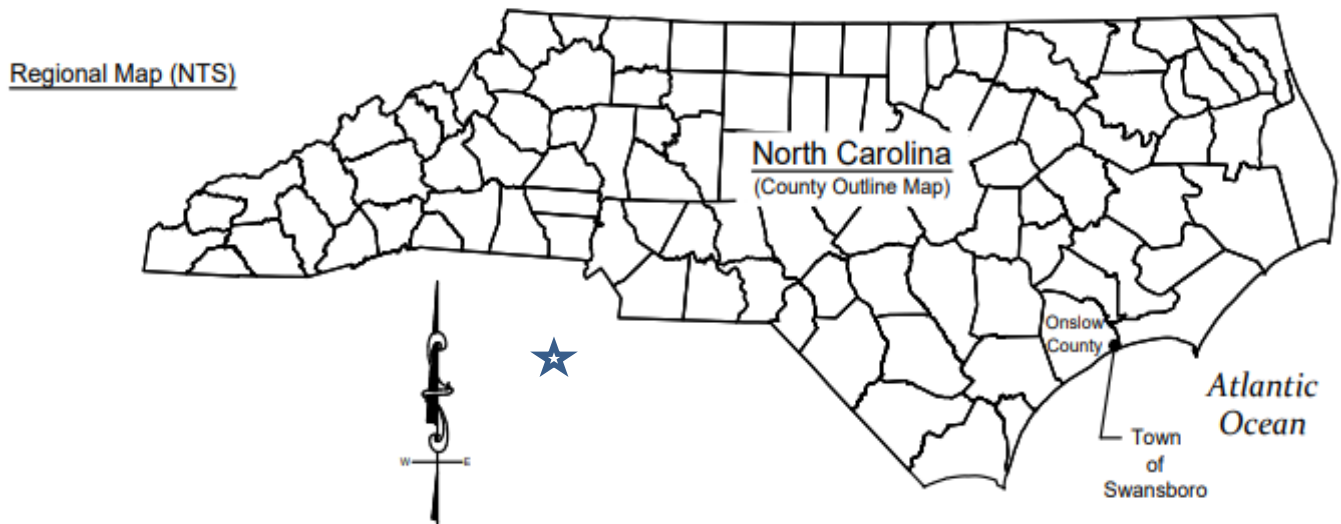
Total Project Cost: \$170,164 (100%)

Site Location: Located at the end of Main Street at its terminus with the White Oak River and the ICW in downtown Swansboro.

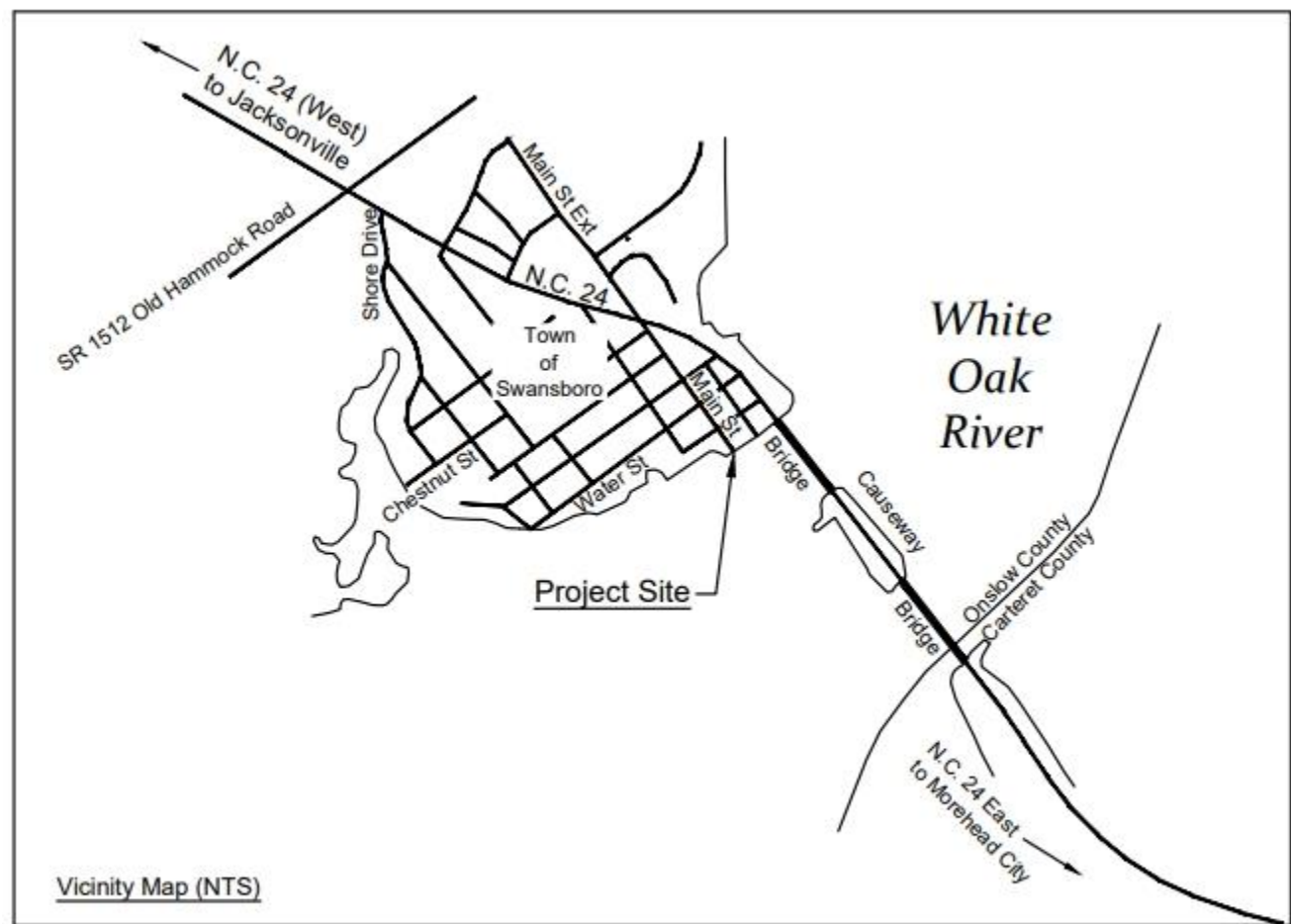
Project Description: Replacement of the Main Street Dock and fishing pier and dinghy dock within the existing footprint at the end of Main Street in downtown Swansboro, consistent with ADA requirements.

Site Description: The project site is located within the White Oak River and adjacent to the Atlantic Intracoastal Waterway at the end of Main Street in downtown Swansboro.

A. REGIONAL LOCATION MAP

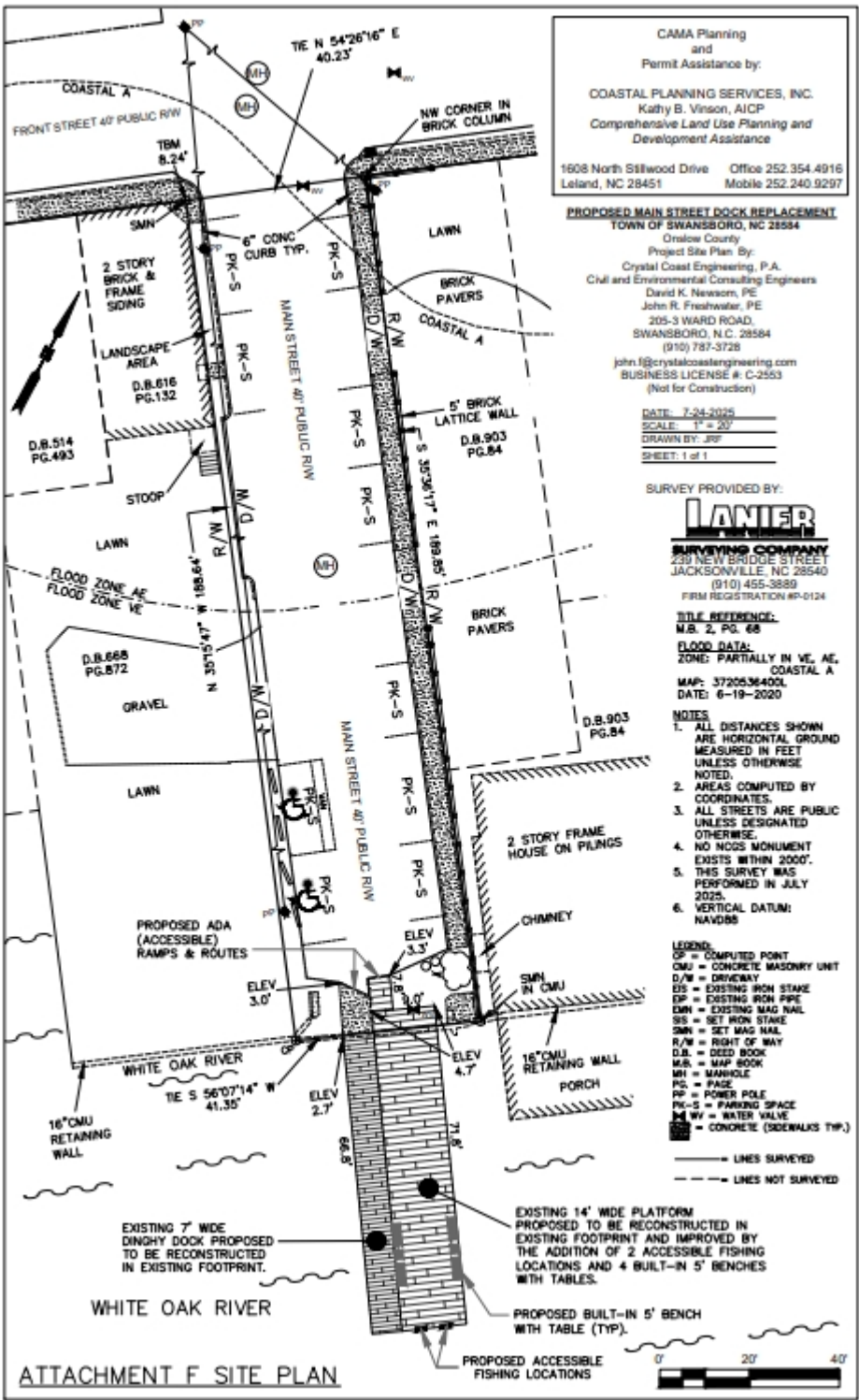


B. VICINITY MAP



Town of Swansboro
Main Street Dock

C. **PROJECT SITE PLAN:** Below is the Project Site Plan submitted by the local community. The site plan is provided for reference only. Only those improvements specifically mentioned in the Project Description on page 1 will be considered under the grant award.



D. BUDGET SUMMARY

Project Elements	Grant	Cash Match	In Kind	Total
Land Acquisition Costs				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Permit and Design Fees				
Survey, site planning & design, and permitting costs	\$	\$ 9,000.00	\$ 7,500.00	\$ 16,500.00
Preparation of bid documents and construction supervision	\$	\$ 6,500.00	\$	\$ 6,500.00
Structural engineering	\$	\$ 3,850.00	\$	\$ 3,850.00
Site Improvement Costs: Materials				
Concrete dock with wooden benches & tables, timber pilings	\$ 59,314.00	\$ 7,826.00	\$	\$ 67,140.00
Wooden handrail system	\$ 7,357.00	\$	\$	\$ 7,357.00
	\$	\$	\$	\$
Site Improvement Costs: Labor				
Demolition of existing dock	\$	\$ 7,865.00	\$	\$ 7,865.00
Concrete Dock with wooden benches & tables, timber pilings	\$ 54,933.00	\$	\$	\$ 54,933.00
Wooden handrail system	\$ 6,019.00	\$	\$	\$ 6,019.00
Local Administrative Costs				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$

Totals	\$ 127,623.00	\$ 35,041.00	\$ 7,500.00	\$ 170,164.00
Match Percentages	75 %	21 %	4 %	100 %

* The cost ratios represent the percentages of the total project cost. If a project is completed under budget the cost ratios shall be used to adjust the final grant reimbursement.

E. PROJECT SCHEDULE & ACTIVITIES CHART

Below is the Project Timeline for improvements under the grant award, including progress monitoring at six-month intervals throughout the 18-month contract period. Any adjustments to the timeline require approval by the Contract Administrator. The chart illustrates grant and local cash match amounts tied to deliverables for each project period; local funds must be expended before drawing down grant funds. In-kind cash match amounts are not shown in the chart but must still be documented and reported at project closeout.

Grant: \$127,623 **Cash Match:** \$35,041 **In-kind Match:** \$7,500 **Total:** \$170,164
(Local funds include cash match and in-kind match)

<p>% of total work to be completed</p> <p>10%</p> <p>Grant funds to be spent: \$ 0</p> <p>Local funds to be spent: \$17,016</p>	<p>Project Period 1</p> <ul style="list-style-type: none"> • Contract Execution • Prepare final project plans • Submit CAMA permit application • Obtain approval from historic preservation commission
<p>% of total work to be completed</p> <p>75%</p> <p>Grant funds to be spent: \$102,098</p> <p>Local funds to be spent: \$25,525</p>	<p>Project Period 2</p> <ul style="list-style-type: none"> • Complete engineered plans and bid documents • Select contractor • Obtain building permits • Begin construction
<p>% of total work to be completed</p> <p>15%</p> <p>Grant funds to be spent*: \$25,525</p> <p>Local funds to be spent: \$0</p>	<p>Project Period 3</p> <ul style="list-style-type: none"> • Complete construction • Final Inspection • Prepare and submit grant closeout documents

*The final project period includes a holdback of 10% of the grant award, which is retained until a Closeout Package is received and approved by the Contract Administrator.

F. SITE CONTROL

1. **Site Control:** The Grantee must own or have at least a 25-year lease or easement on the property where improvements or renovated facilities will be located. The Grantee must submit copies of the deed or of the signed lease or easement, as well as the opinion by the Grantee's attorney, regarding site control as part of the Final Application submittal. Proposals that include the leasing or acquisition of easements as part of the total project cost must include them in both the project description and budget chart. Leases and easements shall be recorded in a similar manner as Section G., Condition 2.
2. **Joint-Use Agreement:** Where property is owned or controlled by another governmental entity or agency, a joint-use agreement may suffice, subject to approval of DEQ. A local government and a school system or state or federal agency must include a draft Joint Use Agreement with the final application. The agreement must describe the hours of use of the facilities by the public and how the site will be maintained. DCM staff must approve the formal agreement prior to a reimbursement of grant funds. It is the Grantee's responsibility to ensure that the agreement is acceptable to DCM/DEQ prior to the expenditure of local funds to be reimbursed. Recording the Joint Use Agreement may be required.
3. **When to Take Title to Land/Leases/Easements:** All Grantees must sign a contract with the State before accepting title/lease/easement to land that will be purchased or controlled using grant funds, unless otherwise approved by DCM. This also applies to property that is donated to the local government. The exception is when the intent is to use it toward in-kind match.

G. LAND ACQUISITION PROJECTS

1. The acquisition cost or fair market value of real property, including interests in donated lands, must be based on the appraisal of a licensed appraiser, with appraisal reports provided for review and acceptance by DEQ/DCM; grant funds dispersed for acquisition cannot exceed the fair market value of the real property associated with the award, and if the negotiated purchase price or a subsequent appraisal value exceeds the project cost presented in the final application, the Grantee must pay the additional cost.
2. **Dedication for public access:** Land acquired with Public Beach and Coastal Waterfront Access program funds shall be dedicated in perpetuity for public access and benefit of the general public, and the [Notice of Limitation of Use and Restrictions](#) dedication shall be recorded in the local Register of Deeds by the Grantee. Donated property used as a local match, or leases or easements acquired with a grant from DCM will require a similar dedication.
3. **Acquisition and Development of the Site:** The grant may be used to acquire land with plans to make improvements later. The Grantee must provide a "Plan for Future Development" as part of a final application for inclusion in this document. The Plan must include a description of how the public will be able to use the site until improved access facilities are in place; a conceptual site plan showing the proposed development; and a timeline for developing the site. Following acquisition, the Grantee has five years after closing the contract to begin developing facilities that ensure the site is useable for public beach and water access. Failure to ensure the property is accessible for public access after five years will be the basis for meeting Section H. Condition 3(i).
4. **Property lease or easement:** Arrangements must be for the life of the project (25 years).
5. Any tract or parcel of, or interest in, real property subject to being purchased under the provisions of the grant award that is determined by DEQ/DCM for any reason not to be suitable can be the basis for all obligations of the State to cease with regard to the property associated with the award.

H. ADDITIONAL GRANT REQUIREMENTS, CONDITIONS, AND RESTRICTIONS

1. Costs ineligible for grant award reimbursement or local match, unless specifically included in project description:
 - a. The purchase of tools, maintenance equipment, office equipment and indoor furniture are not eligible for reimbursement with grant funds.
 - b. Environmental Assessments other than preliminary work associated with site planning and wetland delineation.
 - c. Remediation Plans associated with contaminated sites. However, some costs of actual remediation or clean up may be eligible for in-kind match.
 - d. Restoration Plans: Wetland restoration may be eligible for cash or in-kind match.
 - e. Attorney Fees: No fees for permitting, condemnation of other litigation will be considered.
2. Development plans and specifications are required to be available for review by DEQ/DCM upon request. All significant deviations from the project proposal outlined in the grant award will be required to be submitted to DEQ/DCM for prior approval
3. The Grantee is required to allow the inspection of property and facilities acquired or in development pursuant to the grant award by DEQ/DCM to ensure work progress is in accordance with the grant award, including a final inspection upon project completion.
4. Development plans and specifications are required to be available for review by DEQ/DCM upon request. All significant deviations from the project proposal outlined in the grant award will be required to be submitted to DEQ/DCM for prior approval.
5. Other state and federal requirements:
 - a. All utility lines funded with a grant award must be placed underground unless otherwise agreed to within the contract.
 - b. All facilities funded with a grant award must comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Prior to closing out a project and receiving final payment of grant funds, the Grantee's local building official will be required to provide a letter certifying compliance.
6. Project signage: The Grantee is required to install CAMA public access signs at the project site(s). The State will provide these signs at no cost to the Grantee.
7. Operation and Maintenance: The Grantee is required to agree to operate and maintain solely at its own expense, insofar as it is legally empowered to do so, for as long as they exist, the facilities and areas covered by the grant award contract. Acquired or developed property is required to be operated and maintained as follows:
 - a. The property must be maintained in such a manner that DEQ/DCM finds it to appear attractive and inviting to the public.
 - b. Sanitation must be kept at reasonable standards for public use. Fire protection and other similar services must be maintained in accordance with applicable state and local public health standards.
 - c. Properties must be kept reasonably safe for public use. The community will determine the level of maintenance and supervision necessary to maintain the facility in a safe condition.
 - d. Buildings, roads, and other structures and improvements must be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration and not to discourage public use.
 - e. Buildings, roads, and other structures and improvements must be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
 - f. Local governments with public access sites funded by the Division of Coastal Management pursuant to G.S. 113A-134.3 may charge user fees as long as those fees are used exclusively for the operation,

maintenance, and enhancement of existing public access sites, including trash removal, law enforcement and public safety, beach nourishment projects or the provision of new public access sites through acquisition or easement. Local governments shall prepare annual accounting reports for fees generated by Public Beach and Coastal Waterfront Access Program funded access sites and shall make the report available upon request. Any local government that has not made the most recent required accounting report available shall not receive further funding under this program until the inconsistency is corrected.

8. Use, Retention, and Disposal of Grant-Assisted Property

- a. The use of property acquired or developed with grant assistance may not be changed from that proposed and approved in the grant award, unless approval is obtained from DEQ/DCM. Any future improvements, modifications, or changes to the project site are required to be subject to full review and approval by DEQ/DCM. This can include any changes that require permits or any modifications (reductions or additions) to recreational amenities. Unapproved changes to the project site may be or can be the cause for DEQ to seek repayment of previously granted funds for site acquisition and improvements.
- b. Reasonable Use Limitations: The Grantee may impose reasonable limits on the type and extent of use of areas and facilities acquired or developed with grant assistance when such a limitation is necessary for maintenance or preservation. All limitations will be required to be in accord with the applicable grant contract.
- c. Notice of Limitations of Use and Restrictions: The community and/or owner of the real property acquired or improved with grant funds awarded is required to file in the office of the local Register of Deeds a [Notice of Limitation of Use and Restrictions](#) that sets forth the land-use restrictions outlined in the grant award contract and to provide a copy to DEQ/DCM.
- d. Retention of Use: Any property acquired or developed with grant assistance is required to be retained and used for public access. If the local government uses the property for a purpose other than beach or coastal waters access or elects to sell or otherwise dispose of the property, the local government shall reimburse the State an amount that is the greater of (i) the amount of Program grant funds provided to purchase the property or (ii) an amount equal to the same proportion of the current market value of the property as the proportion of the original purchase price of the property funded with Program grant funds per § 113A-134.3(c).
- a. Use of Proceeds of Sales of assisted areas and facilities: The proceeds of sale of assisted areas and facilities will be required to be held by DEQ/DCM or community and be disposed of only in accordance with a plan approved by DEQ/DCM.

I. PROJECT CONSTRUCTION, MATCH, and REIMBURSEMENT

1. The project and all deliverables outlined in the Project Description and Project Schedule, Budget Summary, and Activities Chart will be required to be completed consistent with 15A NCAC 7M SECTION .0300.
2. Consistent with the Project Schedule & Activities Chart, the grantee will be required to submit reports as to the status and progress of the project. The DCM Contract Administrator will provide the periodic and final closeout report form templates.

3. Required Development permits and Construction Restrictions: Receipt of a grant award shall not constitute or be construed as approval of a CAMA development permit or any other permit required by law. Prior to commencing any construction, site work, or other activities under this Agreement, the Grantee shall obtain all permits required by applicable federal, state, and local laws and regulations. The Grantee shall contact its [DCM Field Representative](#) for guidance on applying for a CAMA permit. A local government Grantee shall not issue a CAMA Minor Permit to itself or grant itself an exemption from CAMA permit requirements. The Grantee shall coordinate with all relevant permitting agencies to ensure compliance with permit conditions and to minimize impacts on coastal resources.

Cash & In-kind Match

4. In general, in-kind contributions are derived from resources already on hand or from donations, whereas, cash contributions will be utilized to purchase new services or equipment necessary for proper completion of the access project.
5. Cash and In-kind Contributions (General): Cash and in-kind contributions may be claimed as part of the Grantee's match when such contributions meet all of the following criteria:
 - a. Are provided for in the project budget approved by DCM;
 - b. Are verifiable from the grantee's records;
 - c. Are necessary and reasonable for proper and efficient completion of the project;
 - d. Are not included as contributions for matching any other state or federally assisted projects or program, except where authorized by state or federal statute;
 - e. Use of other state or federal funds for local cash match must be identified to ensure that double matching does not occur;
 - f. Do not include N.C. state sales tax; and
 - g. Conform to other provisions of these guidelines, as applicable.

Cash Contributions

6. Local cash contributions may be claimed for the following accountable items: planning and project design fees, permit fees, land acquisition (including survey and appraisal), labor (other than local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period.
7. Site Amenities: The cost of other amenities purchased by the Grantee during a contract period may be included as part of the cash contribution if it is an integral part of the access facility or its construction as presented in this document. Examples include park benches, bike racks, water fountains, trashcans and lights.
8. Construction Equipment Rental: If the local government must rent construction equipment to complete the proposed project, such as front loaders, graders or dump trucks, rental costs may be included as cash contribution.
9. State and Federal Funds: State and federal funds may be counted as cash match, provided the funds are not being used as a match for other programs and are identified within the project's Budget Summary chart.

In-kind Contributions

10. In-kind contributions may be claimed for the following accountable items: project design fees, permit fees, land acquisition (including survey and appraisal), labor (including local government salaried employees and

reasonable local government time), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period, except as specifically indicated below.

- a. Site Assessments: Title opinions, property appraisals, boundary surveys, and wetland delineations associated with land acquisitions and site improvements may be counted toward in-kind match, provided the costs are incurred within three (3) years of the grant award date. Please note the DCM Contract Administrator can require a more current appraisal.
- b. Permits: Project permit fees and design and engineering fees associated with permits that are expended prior to a contract may be counted toward in-kind match, provided the costs are incurred within three (3) years of the grant award date. Fees for preparing a grant or permit proposal are not eligible.
- c. Attorney Fees: Fees associated with the title opinion and other property transaction costs may be included as an in-kind match, provided the costs are incurred within three (3) years of the grant award date.
- d. FEMA Buyout Properties: The value of eligible FEMA buyout property may be counted as in-kind match, provided the original buyout conditions do not conflict with the proposed improvements. Such property will be treated the same as previously purchased or donated property for in-kind match purposes.
- e. Donations of Land/Structures - If the local government has land that has recently been donated or that will be donated, or structures for an access facility, and the donation is allowed by DCM to be counted as local contribution, the value of the donation for purposes of in-kind contributions shall be established by an independent licensed appraiser. The donor of the land must be a private or non-profit organization, or individual. The Grantee must provide a five-year history of conveyance for the property. Land that is transferred to the Grantee due to a statute or rule is not considered a donation. Donation to, or acquisition of, the property/structure by the local government must have occurred within five (5) years of the grant award date to qualify as an in-kind match. A long-term easement (more than 25 years from the date of the grant award) of land may also be considered under this guideline.
- f. Bargain Sale Donation: If a landowner is proposing to sell land to the community for less than the appraised value, the amount of the donation is the difference between the appraised value and the amount paid by the Grantee. Donation to, or acquisition of, the property/structure by the local government must have occurred within five (5) years of the grant award to qualify as an in-kind match. A long-term easement (more than 25 years from the date of the grant award) of land may also be considered.
- g. Property Lease: When property is leased to the local government for an annual fee, the first year's lease payment may be considered as in-kind contribution.
- h. Professional Fees: If the usual fees of a licensed professional, such as architects and engineers, are waived or donated to the local government for work associated with the access project, the fees may be claimed as in-kind contributions. Rates shall be consistent with local pay scales. Partial contribution of a fee (for example, the balance of a discount rate) will not be considered as in-kind match. All waived or donated services must be documented by invoice showing the billing rate for the service and the number of hours, and that the charges are forgiven.

- i. Construction Equipment: The use of privately-owned construction equipment (graders, loaders, dump trucks, etc.) donated for construction of the access facility may be claimed as in-kind contribution. The use value of the rented equipment shall not exceed its fair rental value.
- j. Donated Building Materials, Site Amenities and Landscaping Materials: Building materials (lumber, hardware, marl, etc.), site amenities (benches, bike racks, water fountains, etc.) and landscaping materials (plants, soil, timbers) donated to the project may be claimed as in-kind contribution. The value of any of these goods shall not exceed fair market value at the time of donation. To be eligible as in-kind contributions, the building material, amenities or landscape materials must be an integral part of the original access project as presented in the Final Application submitted to DCM and specified in the contract.

Reimbursement of project costs

- 11. If the Grantee subcontracts with a company engaged in another project(s) for the locality, all accounting and reporting specific to the project associated with the grant award will be required to be wholly separate from that of the other project(s).
- 12. DEQ/DCM will not process any reimbursement requests until the Grantee has met the required local cash match. The initial disbursement of grant funds will be withheld until the Grantee provides documentation verifying the expenditure of the local cash match.
- 13. Grantees may request partial reimbursements throughout the project or a single final payment upon completion. A 10% holdback of the total grant award will be retained until the Closeout Package is submitted and approved by the DCM Contract Administrator.
- 14. Grants are disbursed as reimbursements for actual expenses incurred by the Grantee. If a project comes in under budget reimbursements will follow the cost ratios specified in Section. D, based on the final total eligible project cost. Actual payments will be based on the DCM Contract Administrator's approval of a Closeout Package.
- 15. Final requisitions and invoices for payment shall be submitted to DCM no later than thirty (30) calendar days following the expiration of the grant contract period. Instructions and forms for grant closeout are available on [DCMs website](#). The State shall release the final ten percent (10%) of grant funds, as provided in the contract, upon DCM's approval of the complete Closeout Package. The Grantee shall document the in-kind services match and submit such documentation to DCM as part of the contract closeout materials.
- 16. Grant funds will not be disbursed until a Title Opinion for the site has been submitted to and approved by the DCM Contract Administrator.
- 17. The Grantee is required to maintain and make available to DEQ/DCM upon request all bid documents and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DEQ/DCM. The Grantee will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and property of all costs incurred under the grant award for a period of six years following project completion, or until an audit has been completed, whichever is later. All accounting records and supporting documents must clearly display the project's contract number assigned by the State.

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

J. SIGNATURE

Signature: _____

Title: _____

Date: _____