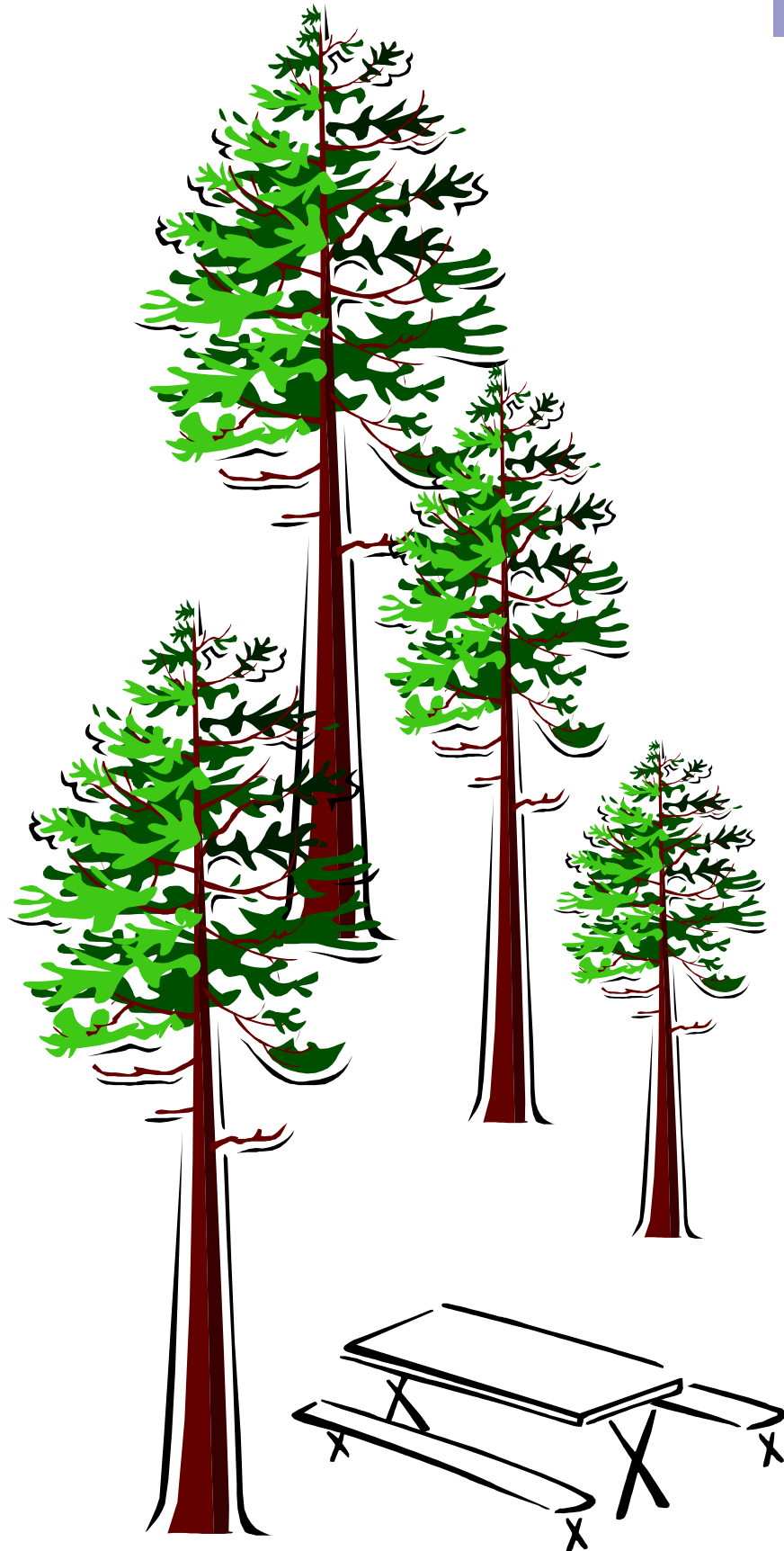


Matching Incentive Grant Program

Cabarrus County
Active Living & Parks
Department
PO Box 707
Concord NC 28026

"Where **FUN** comes naturally...and last



Cabarrus County Active Living & Parks Department
P.O. Box 707, Concord, NC 28026-0707

MATCHING INCENTIVE GRANT GUIDELINES

FUNDING

AVAILABLE:

Up to 50% of project cost. Actual amount of funds available for the grants will be determined with the approval of the FY Budget.

PURPOSE:

To provide seed money for civic and community groups to construct, improve or acquire recreational and park facilities in Cabarrus County.

SPONSORSHIP:

A project must be sponsored by non-profit civic or community group. The sponsoring organization must have elected officers, by-laws, and bank accounts. Examples of groups which can apply for funds are: PTO's, civic clubs, youth sports organizations, church organizations, garden clubs, athletic or recreation associations. The Active Living & Parks Department will determine which organizations meet the qualifications. Donations from corporations, grants, or individuals may be used to match county funds to construct or improve recreation facilities on publicly owned land in Cabarrus County. In-kind contributions are not eligible as a match.

ELIGIBILITY:

To be eligible, a project must meet the following criteria:

- A. The project must be located on public property owned by Cabarrus County, the boards of education, a municipality within the county, or property leased to the county for a minimum of fifteen years. Projects on school property must be consistent with the respective school system's long range plans. Projects on park property must be consistent with the Parks Department's long range plans.
- B. Provide a new recreational or park facility on eligible property or renovate an existing recreational or park facility. NOTE: Elementary School Park facilities are the only school parks eligible for renovations.
- C. The project must be open to the public on a non-discriminatory basis upon completion, subject to such reasonable restrictions as may be agreed upon by the parties and stipulated as such in the application.
- D. The property the project is located on must remain unlocked and open to the public. (Gates may be locked at a reasonable hour agreed on by the Cabarrus County Active Living & Parks Department.)

GENERAL
INFORMATION:

A. GRANT PRIORITY RAITING

Level 1 – Highest Priority

New recreation facilities / opportunities

Or

Renovation of existing recreation facilities / opportunities

Examples include, but are not limited to: Athletic sports fields, athletic courts, playgrounds, hiking & jogging trails, physical fitness courses, improvements to existing facilities

Level 2 – Moderate Priority

New support facilities for recreation opportunities

Or

Renovation of existing recreation support facilities

Examples include, but are not limited to: Outdoor lighting, landscaping projects, picnic shelters & facilities, irrigation systems, restroom & concession facilities

Level 3 – Lowest Priority

Acquiring property for recreation facilities / opportunities

- B. Expendable maintenance equipment is eligible with certain restrictions. Examples include, but are not limited to Tractors, ATVs, UTVs, Mowers, etc. Expendable equipment must remain on the school/recreation property at all times. Applicants must provide documentation of the equipment's storage and scheduled maintenance plan. Ineligible supplies include, but are not limited to concession equipment, PA systems, bats, balls, uniforms, etc.
- C. Project funds spent prior to application can not be included toward an organization's match of county funds (exceptions: funds spent on planning, architectural, engineering, permitting and/or related services

provided that all of Cabarrus County's public bidding requirements have been met).

- D. Funds from governmental agencies cannot be used to match Incentive Grant funds.
- E. Sponsoring organizations must have a minimum of 50% of the total project cost available at the time of application.
- F. The sponsoring organization's match must be cash.
- G. Provisions must be made for continuing maintenance and repair of the project once it is completed.
- H. Maintenance Agreement Form (or letter of responsibility) must be signed by School Principal/Mayor/Manager, Project Coordinator, and Director of Facilities, Operation and Construction/Director of Business Operations.

LAND ACQUISITION
PROJECTS

- A. A "Notice of Limitation of Use" assurance must be part of the application and if approved for a Cabarrus County Matching Incentive Grant, the assurance must be made part of the project site's public property records. The "Limitation of Use" assures that the property described in the application and the dated project boundary map has been acquired and/or developed with Matching Incentive Grant monies and will **in perpetuity be used for public outdoor recreation purposes.**

Sample NOTICE OF LIMITATION OF USE
Assurance Form

The (Applicant's Name) understands that **IF** the property identified on the project boundary map of this application is acquired and/or developed with financial assistance provided by Cabarrus County Active Living & Parks Department in accordance with the Matching Incentive Grant program, **THEN**, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Cabarrus County Active Living & Parks Department.

- B. The Matching Incentive Grant applicant must pay **all** costs associated with the purchase of property (attorney fees, title search, survey, recording fees, etc.).
- C. If the property is not in the name of Cabarrus County, a municipality, and/or school, the property must be leased to one of the government agencies for a minimum of 15 years.

APPLICATION AND
AWARD PROCEDURES

- A. Applications will be accepted beginning the **first Monday in May, through the second Friday in June** at the Cabarrus County Senior Center, Concord.

A second cycle of applications will be accepted beginning the **first Tuesday following Labor Day until the second Friday in October** if additional funds are available.

Only completed applications will be considered.

- B. First cycle eligible applicants must be present at the **June (second cycle in October)** Active Living & Parks Commission Meeting to present their projects. Each applicant will be allotted 5 minutes for presentation purposes.

The Property Committee of the Active Living & Parks Commission along with department staff will review all applications and make recommendations to the full Commission for funding.

- C. The Active Living & Parks Commission will prioritize the Incentive Grant projects that will be recommended for approval to the Board of County Commissioners. All projects, including those not recommended for funding (if any), will be presented to the Board of County Commissioners for their consideration as well.

- D. Upon approval of the projects by the Board of Commissioners, the Active Living & Parks Department will provide written confirmation of the grant to the sponsor, indicating the amount of the award, instructions, conditions, etc.

MATCHING INCENTIVE GRANT PROGRAM:

- A. Project must begin within sixty (60) days of notification of project approval, and be completed by June 30th of the following fiscal year.
- B. Municipalities and boards of education may administer projects on municipal or school owned property. If the government entity administers the project with all monies paid to them, they must provide a summary of the expenditures at the conclusion of the project.
- C. In order to assure standards of quality, all improvements will be made under the supervision of the Active Living & Parks Department.

- D. Project plans and specifications must be approved by the Cabarrus County Active Living & Parks Department, School Principal, and the Director of Facilities, Operation and Construction/Director of Business Operations. Projects shall not deviate from the approved plans and program descriptions without prior approval of the Cabarrus County Active Living & Parks Department. Failure to comply will result in revocation of the grant award.
- E. Project plans and specifications must be submitted for a review period of at least 5 working days to the Director of Facilities, Operation and Construction of Cabarrus County Schools and/or the Director of Business Operations of Kannapolis City Schools.
- F. Any organization responsible for the operations and maintenance of a project completed on property not owned by the county must assume all general liability for the completed structure. The agency supervising the project construction will be liable for the project during the construction period. This includes all utilities (water, sewage, etc.), maintenance, upkeep and supervision of the facility. Builders' risk insurance is required from all contractors.
- G. The sponsoring organization must submit its matching funds directly to Cabarrus County Active Living & Parks Department. Cabarrus County will be responsible for the expenditures of all funds unless other arrangements have been made and approved by the County Manager.
- H. Expenditures made by the county are subject to Cabarrus County and State of North Carolina purchasing procedures.
- I. If the project is at a school, the Principal and the Director of Facilities, Operations and Construction/Director of Business Operations must approve the grant request. If on municipal or county property, the respective city or county official must approve the grant request.
- I. Failure to comply with any of these requirements may result in revocation of funds.
- J. All public utilities must be in the name of the sponsoring organization.

FOR FURTHER INFORMATION, CONTACT:

Byron A. Haigler, Park Program Manager

704-920-3360

Email: BAHaigler@cabarruscounty.us

Cabarrus County Active Living & Parks
Post Office Box 707
Concord, NC 28026-0707
Fax: 704-920-3494

Revised June 30, 1989	Updated 6/30/06
Revised June 14, 1991	Updated 01/18/07
Revised June 23, 1992	Updated 01/28/08
Revised June 27, 1994	Updated 01/05/09
Revised April 27, 1995	Updated 10/15/09
Revised May 23, 1996	Updated 03/18/11
Revised June 23, 1997	Updated 04/17/12
Revised June 10, 1998	Updated 04/01/13
Updated June 7, 1999	Updated 04/04/14
Updated June 14, 2000	Updated 02/19/15
Updated June 19, 2001	Revised 10/15/15
Updated June 11, 2002	
Updated June 18, 2003	
Revised March 1, 2004	
Updated June 15, 2005	

MATCHING INCENTIVE GRANT CHECKLIST

Applicant _____

Project Name _____

In order for Matching Incentive Grant Application to be complete, all items listed must be included. If item is not applicable to project, please indicate NA.

- _____ 1. Matching Incentive Grant Checklist
- _____ 2. Incentive Grant Applicant Information Form
- _____ 3. Project Narrative
- _____ 4. Minutes of Group Presentation(s)
- _____ 5. Budget Information
 - a. Budget Information Form
 - b. 3 Itemized Estimates/Quotes from Contractors/Vendors for any purchases over \$1,000.00
- _____ 6. Maintenance Agreement
- _____ 7. Design Drawings/Site Plan Form
 - a. Designs
 - b. Site Plan
- _____ 8. Land Acquisition Form (if applicable)
- _____ 9. Current Bank Statement

Dates to Remember:

Second Friday in June/October – Grant Application Deadline

Third Friday in June/October – Grant Application Presentations
Cabarrus County Active Living & Parks Commission

Cabarrus County Active Living & Parks Department
P.O. Box 707, Concord, NC 28026-0707

MATCHING INCENTIVE GRANT SIGNATURE PAGE

By signing our names below, we attest to having seen and read the following pages. We also acknowledge that we agree with and support the scope of the project.

Attachment A	Matching Incentive Grant Applicant Information Form
Attachment B	Matching Incentive Grant Project Narrative
Attachment C	Matching Incentive Grant Budget Information Form & Itemized Estimates/Quotes
Attachment D	Matching Incentive Grant Maintenance Agreement Form
Attachment E	Matching Incentive Grant Design/Site Plan Form
Attachment F	Matching Incentive Grant Land Acquisition Form

Director of Facilities, Operations & Construction/Director of Business Operations (if applicable) *Date*

School Principal/Mayor/Manager *Date*

Project Coordinator *Date*

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MATCHING INCENTIVE GRANT APPLICANT INFORMATION FORM

1. APPLICANT INFORMATION			
ORGANIZATION NAME		NON-PROFIT _____ YES _____ NO	
ADDRESS	PHONE NUMBER	FAX NUMBER	OTHER NUMBER
PROJECT COORDINATOR'S NAME			
EMAIL ADDRESS			
ADDRESS	PHONE NUMBER	FAX NUMBER	OTHER NUMBER
SCHOOL PRINCIPAL'S NAME (IF PROJECT LOCATED ON SCHOOL PROPERTY)			
EMAIL ADDRESS			
ADDRESS	PHONE NUMBER	FAX NUMBER	OTHER NUMBER
2. PROJECT INFORMATION			
DESCRIPTIVE TITLE OF PROJECT			
PROJECT SITE			
STREET ADDRESS	CITY	STATE	ZIPCODE
AREAS AFFECTED BY PROJECT: (SCHOOLS, MUNICIPALITIES, ETC.)		_____ NEW PROJECT	START DATE _____
		_____ ON-GOING PROJECT	COMPLETION DATE _____
WILL A FEE BE CHARGED FOR USE OF FACILITY/PROJECT? _____ YES _____ NO	ON-GOING MAINTENANCE FOR PROJECT WILL BE PROVIDED BY:		
ESTIMATED FUNDING:	TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION IS TRUE AND CORRECT. THE DOCUMENT HAS BEEN AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE GRANT IS AWARDED.		
APPLICANT \$	TYPED NAME OF PROJECT COORDINATOR		
COUNTY \$			
IN-KIND \$	SIGNATURE OF PROJECT COORDINATOR		
TOTAL \$	_____		

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MATCHING INCENTIVE GRANT PROJECT NARRATIVE

The PROJECT NARRATIVE gives the applicant an opportunity to describe and justify the need for the project being proposed, describe the levels of public involvement, citizens served, and planning and operation/maintenance for the proposed project. Please provide concise but detailed explanations for each section, using the section headings listed below. Include the information from the Scoring Sheet in narrative.

Title it: **PROJECT NARRATIVE FOR (PROJECT NAME)**

1. **Project Description**

Describe the project by listing the new, additional and/or renovated recreation facilities and support facilities that will be provided if the grant is awarded.

- Will this project provide the first recreation facility built with grant funding?
- Why is the project needed?
- What is the project designed to accomplish?
- Who will the project serve (clientele and area)?
- If the project includes renovation, justify the renovation, such as the age of the facility or overuse.
- If applicable, explain the need for land acquisition.

2. **Project Planning**

Describe all planning efforts and methods used to identify the need for this project.

- How were priorities established?
- Does this project correspond to the Livable Community Blueprint?

3. **Public Involvement**

Describe how community citizens have been involved in developing plans for the proposed project and the level of public support for the project. Consider public meetings for discussing the project, presentations to civic/community groups. Attach a copy of minutes or support documentation.

4. **Operation and Maintenance**

Describe who will be responsible for the development, operation, programming and maintenance of the site upon completion. Attach the Maintenance Agreement Form.

5. **Citizens Served**

To what extent will persons with disabilities be served by the proposed project? Is the project designed to meet or exceed the Americans with Disabilities Act Accessibility Guidelines?

Applicant _____

PROJECT NARRATIVE FOR

(Name & Location of Project)

1. Project Description

2. Project Planning

3. Public Involvement

4. Operation and Maintenance

5. Citizens Served

Cabarrus County Active Living & Parks Department
P.O. Box 707, Concord, NC 28026-0707

MATCHING INCENTIVE GRANT BUDGET INFORMATION FORM

Applicant _____

Project Name _____

BUDGETED ITEM	AMOUNT
Architectural/Engineering Fees	\$
Materials	\$
Construction	\$
Permits/Inspections	\$
Land Acquisition	\$
Demolition/Removal	\$
Other	\$
	\$
	\$
	\$
	\$
TOTAL	\$

NOTE: Three itemized estimates/quotes from contractors/vendors should be attached.

Cabarrus County Active Living & Parks Department
P.O. Box 707, Concord, NC 28026-0707

MATCHING INCENTIVE GRANT MAINTENANCE AGREEMENT FORM

Applicant _____

Project Name _____

It is understood that _____
(Organization)

is submitting a Matching Incentive Grant Application to Cabarrus County Active Living & Parks Department

for _____
(Project)

at _____
(Facility)

(Type of Maintenance) _____

will be performed by _____
(Organization/Company)

on a regular schedule consisting of _____

Director of Facilities, Operation & Construction/Director of Business Operations (if applicable) *Date*

School Principal/Mayor/Manager *Date*

Project Coordinator *Date*

Note: Any equipment purchased with Cabarrus County funding will remain with the County if the association disbands.

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MATCHING INCENTIVE GRANT DESIGN/SITE PLAN FORM

Applicant _____

Project Name _____

The attached Design/Drawings for the _____
(Project)

at _____
(Facility)

are being submitted as a Cabarrus County Active Living & Parks Department Matching Incentive Grant

Application and meet the approval of _____
(Property Owner)

Director of Facilities, Operation & Construction/Director of Business Operations (if applicable) *Date*

School Principal/Mayor/Manager *Date*

Project Coordinator *Date*

Cabarrus County Active Living & Parks Department
P.O. Box 707, Concord, NC 28026-0707
**MATCHING INCENTIVE GRANT LAND
ACQUISITION FORM**

This Landowner Agreement is entered into effective the ____ day of _____, 20__ by _____ (*either an individual residing at _____, _____ North Carolina _____ or _____, a North Carolina corporation/limited liability company/partnership, with its principal place of business at _____, _____ North Carolina _____) (hereafter, the "**Landowner**"); Cabarrus County, North Carolina, with its principal place of business at 65 Church Street, Concord, North Carolina 28025 (the "**County**"); and _____, a North Carolina non-profit corporation with its principal place of business at _____, _____ North Carolina _____ ("**Applicant**").

WHEREAS, Landowner is the sole and exclusive owner in fee simple of the real estate and all improvements thereon located at _____, _____, North Carolina _____ totaling approximately _____ acres and more particularly described in **Exhibit A** attached hereto and incorporated herein (hereafter, the "Property") (*need to attach a legal metes and bounds description of the real property as **Exhibit A**); and

WHEREAS, Applicant and **Landowner** jointly and severally represent to the **County** that **Applicant** and **Landowner** have entered into a conditional purchase agreement for **Applicant's** purchase of the Property, conditioned upon, among other things, **Landowner's** agreement to sell the Property for an aggregate purchase price of \$ _____ and **Applicant's** approval for receipt of funds in the aggregate amount of \$ _____ (the "Funds") pursuant to the **County** Matching Grants Incentive Program for the County's fiscal year 20____-20____, offered by the **County** through the County Active Living & Parks Department (the "**Department**"), (hereafter, the above referenced Matching Grants Incentive Program may be referred to as the "Program"); and

WHEREAS, Applicant hereby represents to **Landowner** that **Applicant** has applied for or will timely apply for receipt of the Funds pursuant to the Program in order to purchase the Property; and

WHEREAS, Landowner hereby represents to the **Applicant** and the **County** that it is aware of and agrees to the restrictive uses for the Property that will be imposed by the **County** on the **Applicant's** use of the Property in order for **Applicant** to be considered for award of the Funds; and

WHEREAS, Landowner understands that the **Department** must evaluate all applications for Program funds, which are awarded on a limited basis, and that **Applicant** may or may not be granted the Funds pursuant to the Program.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Guarantee of Purchase Price to Applicant/Title to Property.** **Landowner** and **Applicant** represent and warrant to the **County** that they have agreed, respectively, to the sell and purchase the Property for an aggregate purchase price of \$ _____ (the "Purchase Price") upon the terms and conditions more fully set forth in the purchase agreement by and between the **Landowner** and the **Applicant**, which is attached hereto as **Exhibit B** and incorporated as if more fully set forth herein. Such terms and conditions include, without limitation, a provision that **Landowner** is the sole and exclusive owner of the Property and has the sole and exclusive unencumbered right to transfer fee simple title to the **Applicant** by North Carolina General Warranty Deed, free and clear of all encumbrances whatsoever except for ad valorem property taxes not yet due and payable.
2. **Right to Purchase.** **Landowner** represents and warrants to the **County** and **Applicant** that the Purchase Price and **Applicant's** right to purchase the Property shall remain in effect until the **Department** releases the names of the recipients of the Program funds. The **Department** warrants and represents that it will use its best efforts to announce the recipients of the Program funds no later than _____, 20__.

3. **Environmental Warranties and Representations.** In addition to any other representations and warranties provided the **Applicant** by the **Landowner** with respect to the Property, **Landowner** represents and warrants to the **County** and the **Applicant** that the Property is not currently and to the best knowledge of the **Landowner** after due investigation, has never been in violation of any federal, state or local laws, rules, regulations, or ordinances pertaining to environmental matters of any kind or nature and to the best of **Landowner's** knowledge, no adjoining property is or has ever been in violation of any federal, state or local laws, rules, regulations or ordinances pertaining to environmental matters of any kind or nature.

4. **Obligation to Purchase.** Notwithstanding any term or condition of this or any other agreement regarding the Property, no term or condition of this Agreement or any other agreement shall be construed to require **Applicant** to purchase the Property in the event: (1) **Landowner** is in default under this or any other agreement by and between **Applicant** and **Landowner** with regard to the Property; or (2) **Applicant** is not the recipient of the full amount of the Funds under the Program. Furthermore, no term or condition of this or any other agreement shall be construed to impose a duty, express or implied, upon the **County** or the **Department** to award the Funds or any portion thereof to the **Applicant**.

5. **Landowner** understands that in the event the **Landowner** is in default under the terms and conditions of **Exhibit B**, if any **Landowner** representations and warranties set forth herein are false or misleading, or in the event **Applicant** is not the recipient of the full amount of the Funds, neither **Applicant** nor the **County** is under any express or implied obligation whatsoever to purchase the Property.

6. **Miscellaneous.** This agreement shall be governed by the laws of the state of North Carolina. For purposes of enforcement of this Agreement, the parties agree to the exclusive jurisdiction of the courts of Cabarrus County, North Carolina without application of any conflicts of laws provisions of any jurisdiction. Paragraph headings are for convenience only and shall not be deemed to be a controlling part of this Agreement. In the event any provision of this Agreement is deemed for any reason to be unenforceable, the remaining provisions shall remain in full force and effect. No party hereto may assign this Agreement without the express prior written consent of the other parties hereto. However, this Agreement shall be deemed binding upon any successor in interest to the **Landowner** and any other permitted successors and/or assigns of the parties. No provision of this or any other agreement shall be construed to imply a joint venture, partnership or agency agreement between or among the parties hereto.

LANDOWNER:

APPLICANT:

By : _____ (Seal)

Name: _____

Title: _____

By : _____ (Seal)

Name: _____

Title: _____

READ AND AGREED TO:

CABARRUS COUNTY, NORTH CAROLIINA

By: _____

Name: _____

Title: Director, Active Living & Parks Department of Cabarrus County

This instrument has been audited in accordance with the Local Government Budget and Fiscal Control Act. By: _____, Pam DuBois, Finance Director, Cabarrus County, North Carolina