

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: March 20, 2019

SUBJECT: Contract – Mouth of Mud Creek Stream and Wetland Restoration

PRESENTER: Jonathan Wallin, Soil and Water Conservation District Director
Kieran Roe, Executive Director, Conserving Carolinas

ATTACHMENTS: Yes

1. Resolution
2. Memorandum of Agreement
3. Grant Contract No. 7783

SUMMARY OF REQUEST:

At the Board's June 4, 2018 meeting, the Board adopted a Resolution authorizing the Soil and Water Conservation District to apply for a grant on behalf of Conserving Carolina. The Soil and Water Conservation District Board of Supervisors had considered this request at their May 14, 2018 meeting, and voted to send the Board of Commissioners a favorable recommendation on this request.

The County has been notified that the grant, in the amount of \$200,000 has been awarded. The total contract amount is for \$1,104,000, and Conserving Carolina will be responsible for the \$200,000 matching grant, as well as the remaining \$704,000 required to complete the project as described in the contract. Additionally, Conserving Carolina will be responsible for the project management for the project, and will supply Soil and Water with \$2,500 for the financial reporting management required for the project.

No County dollars are required for the grant.

BOARD ACTION REQUESTED:

The Board is requested to approve the Contract with the North Carolina Department of Environmental Quality, and authorize Staff to execute the Contract.

Suggested Motion(s):

I move the Board approve the Contract with the North Carolina Department of Environmental Quality, and authorize Staff to execute the Contract.

HENDERSON COUNTY BOARD OF COMMISSIONERS

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GRADY HAWKINS
Vice-Chairman

THOMAS H. THOMPSON
CHARLES MESSER
WILLIAM LAPSLEY

RESOLUTION

MOUTH OF MUD CREEK STREAM AND WETLAND RESTORATION PROJECT

- WHEREAS,** the Henderson County Soil & Water Conservation District desires to sponsor Mouth of Mud Creek Stream and Wetland Restoration Project, a project to improve water quality and restore wetland and aquatic habitat on an important tributary to as well as the main stem of the French Broad River located within Henderson County; and
- WHEREAS,** Conserving Carolina, a non-profit conservation organization based in Henderson County, has recently received a grant award from the National Fish and Wildlife Foundation in the amount of \$490,000 toward this project and is seeking additional matching funds from other sources; and
- WHEREAS,** the State of North Carolina has established the N.C. Water Resources Development Grant Program to provide cost-share grants and technical assistance to local governments throughout the state for stream restoration and water management projects; and
- WHEREAS,** Conserving Carolina has requested the cooperation and support of the Henderson County Soil & Water Conservation District in seeking additional financial assistance to match other grant awards and pledged donations and fully cover costs to implement the Mouth of Mud Creek Stream and Wetland Restoration Project;

NOW, THEREFORE, BE IT RESOLVED THAT

1. The County requests the State of North Carolina, through its Water Resources Development Grant Program (WRDGP), to provide financial assistance to the Henderson County Soil & Water Conservation District for the Mouth of Mud Creek Stream and Wetland Restoration Project in the amount of \$ 200,000 or 29% percent of project costs, whichever is the lesser amount; and
2. The County, while assuming full obligation for payment of the balance of project costs as a formal requirement of the WRDGP, will obligate Conserving Carolina to pay the balance of project costs under the terms of their Memorandum of Agreement; and
3. The County, working with Conserving Carolina under the terms of their Memorandum of Agreement, will see that all necessary State and Federal permits are obtained; and
4. The County, working with Conserving Carolina under the terms of their Memorandum of Agreement, will see that all applicable laws governing the award of contracts and the expenditure of public funds by local governments are complied with; and

5. The County, working with Conserving Carolina under the terms of their Memorandum of Agreement, will see that project construction is supervised in compliance with permit conditions and is performed safely and properly according to approved plans and specifications; and
6. The County, working with Conserving Carolina under the terms of their Memorandum of Agreement, will see that arrangements are made for suitable disposal of project spoils if required and that all other easements or rights-of-way that may be necessary for the construction and operation of the project are obtained without cost or obligation to the State or to the County; and
7. The County and Conserving Carolina will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project; and
8. The County, working with Conserving Carolina under the terms of their Memorandum of Agreement, accepts responsibility for the operation and maintenance of the completed project.


In witness whereof, I have hereunto set my hand and caused the seal of the County of Henderson to be affixed.

Adopted this the 4th day of June, 2018.



GRADY H. HAWKINS, VICE-CHAIRMAN
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:



TERESA L. WILSON, CLERK TO THE BOARD

**Memorandum of Agreement between Henderson County and Conserving Carolina
Regarding the Mouth of Mud Creek Stream and Wetland Restoration Project and
the Associated NC Water Resources Development Grant Request**

- I. **Purpose:** The purpose of this Memorandum of Agreement (MOA) is to memorialize the partnership between Henderson County (Henderson County) and Conserving Carolina (CC), in order to seek a grant from the North Carolina Water Resources Development Grant Program to support CC's Mouth of Mud Creek Stream and Wetland Restoration Project. HENDERSON COUNTY and CONSERVING CAROLINA are the only parties to this MOA (hereinafter "Party" or "Parties").

- II. **Background:** Henderson County is a North Carolina county formed in 1838. CC is a North Carolina nonprofit corporation with a mission of protecting and stewarding land and water resources vital to our natural heritage and quality of life and to fostering an appreciation and understanding of the natural world. In 2016, CC purchased 108 acres, more or less, located off of Butler Bridge Road south of Fletcher (the Property). The Property is located at the confluence of the Mud Creek with the French Broad River and is known by CC as the Mouth of Mud Creek property. The Property was acquired by CC to protect and restore the site, which lies entirely in the floodplain, to a more healthy and functional natural state to protect and enhance water quality, mitigate up and down stream flood impacts and improve habitat for native species such as the French Broad Muskellunge ("muskie") fisheries. The Property is also located along the route of a proposed extension of the Oklawaha greenway and may one day be opened to public recreational use.

To fund the restoration of the Property CC is seeking grants from several sources. The NC Water Resources Development (WRD) Grant Program makes grants for restoration and water quality improvement projects like the Mouth of Mud Creek Stream and Wetland Restoration Project (the "Project"). Local units of government are the only entities eligible to apply for WRD grants.

The Henderson County Soil and Water Conservation District Board received a presentation regarding the Project and at its meeting on May 14, 2018 voted to support the project and request that the Henderson County Board of Commissioners approve a WRD grant application in support of the project.

- III. **Collaboration goals:** The partners acknowledge and agree that their collaborative goals include:

- a. Submitting an application to the WRD grant program by its upcoming July 1, 2018 grant deadline; and
- b. If a grant is awarded, to manage the grant in support of the Project.

IV. Responsibilities of the Parties: The Parties acknowledge and agree to the following responsibilities in order to attain the foregoing collaboration goals:

- a. Conserving Carolina will author a grant application to the WRD grant program requesting \$200,000 for the Project;
- b. Henderson County will serve as grantee applicant on behalf of the Project and will submit the proposal developed by CC.

If a grant is awarded,

- c. Henderson County will sign an agreement with the NC Water Resources Development Grant Program and serve as grantee;
- d. Conserving Carolina will oversee and assume responsibility for Project implementation, including design, permitting, construction and reporting;
- e. CC will oversee and assume responsibility for Project financial management, including payment of all Project costs, and will ensure that the Project does not exceed the proposed budget;
- f. CC will prepare quarterly reports for Henderson County as required by the WRD grant program. These reports will include summaries of progress on Project implementation, and financial reports of Project expenses paid to date, attaching invoices for the County to use in seeking reimbursement from the WRD grant program;
- g. Henderson County will take the quarterly reports and invoices from CC and forward the reports and invoices on to the WRD grant program;
- h. CC will include \$2,500 in the Project budget to compensate Henderson County for staff time incurred in grant administration;
- i. CC will provide matching funds for the Project from other sources and, in combination with WRD grant funds, will pay all Project costs;
- j. CC will see that all necessary State and Federal permits are obtained;
- k. CC will see that all applicable laws governing the award of contracts and the expenditure of public funds by local governments are complied with;
- l. CC will see that Project construction is supervised in compliance with permit conditions and is performed safely and properly according to approved plans and specifications;
- m. CC will see that arrangements are made for suitable disposal of Project spoils if required and that all easements or rights-of-way that may be necessary for the construction and operation of the Project are obtained without cost or obligation to the State or to the County;

- n. CC will hold the State and the County harmless from any damages that may result from the construction, operation and maintenance of the Project; and
- o. CC accepts responsibility for the operation and maintenance of the completed Project.

V. Principal Contacts: The principal contacts for the Parties are:

Amy Brantley, Assistant County Manager
Henderson County
1 Historic Courthouse Square
Hendersonville, NC 28792
brantley@hendersoncountync.org
(828) 697-4809 (office)

Kieran Roe, Executive Director
Conserving Carolina
847 Case Street
Hendersonville, NC 28792
Kieran@carolinamountain.org
(828) 697-5777 (office)

VI. Limitations:

- a. This MOA does not create an obligation for funding or budgeting for ongoing trail maintenance or property management. All responsibilities of the Parties are subject to the availability of funds.
- b. This MOA does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not a Party to this agreement against CC, Henderson County, or their partners. This MOA does not apply to any person not directly associated with a Party.

VII. Commencement/Duration/Modification/Termination: This MOA takes effect when signed by all Parties and will remain in effect until either Party terminates the MOA by providing written notice to the other. This MOA may be extended or modified at any time per the mutual written consent of the Parties. Upon receipt of the termination notice, all Parties will take all reasonable actions to cancel outstanding commitments and limit financial expenditures related to the work described in this MOA.

VIII. Financial Provisions: All commitments made by Henderson County and CC in this MOA are subject to the availability of funds. Nothing in this MOA, in and of itself, obligates either Party to expend funds or to enter into any contract or incur financial obligations that would be inconsistent with either Party's budget priorities.

IX. Compliance with Laws: The Parties will observe all applicable laws and regulations during the execution of the work described in this MOA. The Parties agree and acknowledge that all parties to this transaction are regulated by the federal and

state laws and regulations governing governmental and nonprofit corporations as applicable. Neither Party shall engage in any transaction that is illegal or fraudulent.

X. **Approval:** This MOA takes effect upon the date of the last signature below.

FOR HENDERSON COUNTY:



Steve Wyatt, County Manager

6-8-18
Date

FOR CONSERVING CAROLINA:



Kieran Roe, Executive Director

6/8/18
Date

GRANT CONTRACT NO. 7783

WRDP GRANT 2018S – MOUTH OF MUD CREEK STREAM AND WETLAND RESTORATION

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **-***0307

This contract (the "Grant Award Contract") is hereby made and entered into this **February 27, 2019**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Agency") and **HENDERSON COUNTY** (the "Grantee"¹).

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 acknowledges that the terms, conditions, restrictions and requirements hereinafter set forth shall apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.

1. Contract Documents. The agreement between the parties consists of the following documents:

- a. This Grant Award Contract
- b. State's General Terms and Conditions (Attachment A)
- c. Agency's Water Resources Development Project Grant Application Process ((Attachment B)
- d. Grantee's Response to Agency's Water Resources Development Project Grant Application Process (Attachment C)
- e. Grantee's Award Letter (Attachment D)
- f. Notice of Certain Reporting and Audit Requirements (Attachment E)
- g. Conflict of Interest Certification (Attachment F)

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

2. 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 prevails. The order of precedence is established by the order of documents in Section 1 above, with the first-listed document having the 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.

3. Contract Period. This Grant Award Contract shall be effective on **February 27, 2019 to February 26, 2021**.

4. Grantee's Duties. As a condition of the grant award, the Grantee agrees to:

- a. Undertake and/or perform the grant award project, plan or services as described in the Grantee's Response to Agency's Water Resources Development Project Grant Application Process (Attachment C) and in accordance with the approved budget set forth therein.
- b. Ensure that the funds subject to the terms of this Grant Award Contract are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.
- c. 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.

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."

WRDP GRANT 2018S – MOUTH OF MUD CREEK STREAM AND WETLAND RESTORATION

- d. Comply with the applicable provisions of Attachment E, Notice of Certain Reporting and Audit Requirements.
- e. Maintain all records related to the Grant Agreement for a period of six (6) years or until all audit exceptions have been resolved, whichever is longer.
- f. Comply with all State and Federal anti-discrimination laws applicable to its performance under the Grant Agreement and/or the conduct of its business generally.
- g. Comply with all other laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance under the Grant Agreement and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- h. Obtain written approval from the Agency’s Contract Administrator prior to making any subaward or subgrant not already described in the approved Grantee’s Response to Agency’s Water Resources Development Project Grant Application Process (Attachment C).
- i. Ensure that the terms, conditions, restrictions and requirements of the Grant Agreement, including those incorporated by reference to State and/or Federal law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the grant funds described herein.
- j. Take reasonable measures to ensure that any and all subgrantees (i) comply with the terms, conditions, restrictions and requirements set forth herein, including those incorporated by reference to State and/or Federal law, and (ii) provide such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

5. Agency’s Duties. The Agency shall pay the Grantee in the manner and in the amounts specified in this Grant Award Contract and in accordance with the Project Budget set out in the Grantee’s *Response to Agency’s Water Resources Development Project Grant Application Process (Attachment C)*.

6. Contract Amount. The total amount paid by the Agency to the Grantee under the Grant Agreement shall not exceed **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)**. This amount consists of:

Funding:

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

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$200,000.00	1604	536990	4Y16

Grantee Matching Information:

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

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

WRDP GRANT 2018S – MOUTH OF MUD CREEK STREAM AND WETLAND RESTORATION

[X] c. The Grantee's matching requirement is **\$200,000.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$200,000.00
	Cash and In-Kind	\$
	Other / Specify:	\$

[X] d. The Grantee is committing to an additional **\$704,000.00 (Cash)** to complete the project as described in the Grantee's Response to Agency's Water Resources Development Project Grant Application Process (Attachment C).

Based on the figures above, the total contract amount is **\$1,104,000.00**.

7. Invoice and Payment. The grant funds shall be disbursed to the Grantee as provided in Grantee's Response to Agency's Water Resources Development Project Grant Application Process (Attachment C) and in accordance with the following provisions:

- a. The Grantee shall submit invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within forty-five (45) days following the end of the Contract Period (see Section 3 above). Amended or corrected invoices must be received by the Agency's Controller within six (6) months following the end of the Contract Period. The Agency will not pay any invoice received more than six (6) months following the end of the effective period.
- b. The Agency shall reimburse the Grantee for actual allowable expenditures, with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. "Allowable expenditures" are expenditures associated with the work performed to meet the milestones for a specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones set out in Grantee's Response to Agency's Water Resources Development Project Grant Application Process (Attachment C).

8. Grantee's Fiscal Year. The Grantee represents that its fiscal year is from July 1 to June 30.

9. 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 Agency for the purposes described in the Grant Agreement.

10. Reversion of Unexpended Funds. The Grantee understands and agrees that any unexpended grant funds shall revert to the Agency upon termination of this Grant Award Contract.

11. Supplantation of Expenditure of Public Funds. The Grantee represents that funds received pursuant to the Grant Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funds that the Grantee otherwise expends for Water Resources Development Project Grant Program services and related programs. Funds received under the Grant Agreement shall be used to provide additional public funding for such services and/or programs and shall not be used to reduce the Grantee's total expenditure of other public funds for such services and/or programs.

12. Contract Administrators. Each party shall submit notices, questions and correspondence related to this Grant Award Contract 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 contact information associated therewith by giving timely written notice to the other party.

WRDP GRANT 2018S – MOUTH OF MUD CREEK STREAM AND WETLAND RESTORATION

Grantee Contract Administrator:	Agency's Contract Administrator
Amy Brantley Henderson County 1 Historic Courthouse Square Hendersonville, NC 28792 Telephone: 828-697-4809 Email: Brantley@hendersoncountync.org	Amin Davis Water Resources 1611 Mail Service Center Raleigh NC 27699-1611 Telephone: (919) 707-9132 Email: amin.davis@ncdenr.gov

- 13. Grantee's Principal Investigator or Key Personnel.** The Grantee shall not substitute its Principal Investigator or Key Personnel without prior written approval from the Agency's Contract Administrator. The Grantee has assigned its Principal Investigator or Key Personnel as follows:

Principal Investigator or Key Personnel
Kieran Roe Conserving Carolina 847 Case Street Hendersonville, NC 28792 Telephone: 828-697-5777 Email: kieran@conservingcarolina.org

- 14. Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder. Upon the Grantee's written request, however, the Agency may (a) forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or (b) include any person or entity designated by the Grantee as a joint payee on the Grantee's payment check(s). Such approval and action by the Agency does not obligate the Agency to anyone other than the Grantee, nor does it relieve the Grantee of any duties or obligations for which it is responsible hereunder.
- 15. Procurement.** The Grantee understands and agrees that the following provisions shall apply with respect to any and all procurement activities undertaken in connection with the performance of its duties under the Grant Agreement:
- None of the work to be performed under the Grant Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Agency's Contract Administrator.
 - 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, or 143-59.2.
 - In the event the Grantee contracts for any or all of the work to be performed under the Grant Agreement, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
- 16. Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the grant funds subject to the terms of this Grant Award Contract shall not relieve the Grantee of any duties or responsibilities herein set forth.
- 17. 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:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

WRDP GRANT 2018S – MOUTH OF MUD CREEK STREAM AND WETLAND RESTORATION

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

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.

- 18. Outsourcing to Foreign Countries.** The Grantee represents that it has identified to the Agency all jobs related to the Grant Agreement that have been or will be outsourced to other countries, if any. The Grantee understands and agrees that no such jobs shall be outsourced to other countries during the course of its performance under the Grant Agreement without prior written approval from the Agency's Contract Administrator.
- 19. 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 Grant Award Contract 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. Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Grant Award Contract shall survive the termination or expiration thereof and continue in full force and effect.
- 21. Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Grant Award Contract and all Contract Documents attached hereto, which collectively constitute the entire Grant Agreement between the parties.

WRDP GRANT 2018S – MOUTH OF MUD CREEK STREAM AND WETLAND RESTORATION

IN WITNESS WHEREOF, the Grantee and the Agency execute this Grant Award Contract in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which is retained by the Agency, the day and year first above written.

HENDERSON COUNTY

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____
Grantee's Signature

By _____
Signature of Department Head or Authorized Agent

Printed Name and Title

Tommy Kirby, Purchasing Director

Printed Name and Title

Organization

Financial Services Division, Purchasing and Contracts Section
Division/Section

ORIGINAL

General Terms and Conditions Governmental Entities

DEFINITIONS

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

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

(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

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

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

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

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

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

Beneficiaries: Except as herein specifically provided otherwise, this Contract 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.

Indemnity

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

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:

- (a) **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.
- (b) **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.)
- (c) **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.

Default and Termination

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.

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

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

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

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

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

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of 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.

Compliance with Applicable Laws

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.

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

Confidentiality

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

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of 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.

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C.

G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, 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:

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

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

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

N.C. Division of Water Resources

Water Resources Development Grant Program – Spring 2018 Guidelines

Administered by: Division of Water Resources (DWR), N.C. Department of Environmental Quality (DEQ), 1611 Mail Service Center, Raleigh, N.C., 27699-1611.

Authority: DEQ is authorized to provide grants to local governments for water resources development projects by General Statutes 143-215.70-.73. These statutes can be viewed on the web at the following web address: <http://www.ncleg.net/gascripts/Statutes/StatutesTOC.pl?Chapter=0143>

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

Application Deadlines: Applications are received throughout the year for two standard grant cycles for all non-navigation projects listed below. The spring 2018 grant cycle began Jan. 1 and will end June 30. The fall 2018 grant cycle will begin July 1 and will end December 31.

Eligible Purposes and Cost-Share Percentages: The types of projects listed below are eligible for state cost-sharing by DEQ. The General Assembly placed a 50% cost-share maximum on Water Resources Development Project Grant awards during their 2011 session. This limit will remain in place until rescinded by the General Assembly. Navigation and NRCS-EQIP stream restoration projects may be funded at a different percentage depending on the funding source. **Grants may be made for the nonfederal share of water resources development projects for the following purposes:**

- **General Navigation:** dredging of waterways used by commercial vessels, etc.
- **Recreational Navigation:** dredging of waterways used only by private vessels.
- **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/Boardwalks, Paddle Access, Fishing Docks/Piers; land acquisition for water based recreation.
- **Feasibility or Engineering Study:** towards implementation of one of six eligible categories listed here.
- **NRCS Environmental Quality Incentives Program (EQIP) Stream Restoration Projects**
 - See *NRCS EQIP Grant Guidelines* document on grant's website below for further details.

Please contact Coley Cordeiro (coley.cordeiro@ncdenr.gov) with questions regarding all navigation-related projects. Please contact Amin Davis (amin.davis@ncdenr.gov) for questions regarding all non-navigation related projects.

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. However, the applicant must be a unit of local government. Non-eligible purposes include compensatory mitigation and the generation of compensatory mitigation credits for impacts to aquatic resources per the Federal Mitigation Rule (33 CFR

Part 332). However, compensatory mitigation projects can be located directly adjacent to an eligible project for the purposes of achieving maximum ecological benefit. Projects associated with meeting an existing permit requirement (i.e., Phase I and Phase II Stormwater) and small watershed projects of the Natural Resources Conservation Service (reviewed by the N.C. Soil and Water Conservation Commission) are also not eligible for funding.

Pre-Application Site Visit: As part of the application review process, a pre-application site visit may be scheduled with the DWR Grant Administrator (or designee) to gather additional information regarding a proposed project to assist DEQ in determining if the project meets the applicable review criteria listed in GS §143-215.72.

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 (or designee) information about the conceptual restoration plans associated with a proposed project, and 3.) for the DWR Grant Administrator (or designee) to photo-document the project area.

Application Submittal

An application for Water Resources Development Project Grant funding should include the five items listed below to be considered complete. All required forms and grant information can be found at the following website: <https://deq.nc.gov/about/divisions/water-resources/water-resources-grants/financial-assistance>. Please check this website frequently for updates.

I. Application Spreadsheet (MS Excel) - All applications should include the appropriate project information in the designated sheets including contacts, general information, narrative, stream treatment amounts, benefits, budget and in-kind notes. Detailed instructions about how to complete this application are provided on the Instructions sheet of this application.

The Applicant should prepare a brief narrative about the project that begins with a statement outlining the overall project scope (what's being proposed), followed by the project justification (why it's being proposed). For stream restoration projects, a brief description of how the proposed stream treatments will mitigate the observed stream impairments, along with minimum and maximum proposed buffer widths shall be provided. Additional supplementary documentation (i.e., reports, photos, letters of support) can be provided as separate attachments (see Item V below).

DWR has begun transitioning the application process to a streamlined web-based format which we anticipate being ready for implementation in 2019. Please check our [website](#) regularly for updates.

II. Project Plan and Location Maps – A minimum of two scaled maps is required. The first map shall include the project footprint delineated on a USGS topographic quadrangle map or overlain on recent aerial photography. This map shall be at a small scale (zoomed out) to show the project area within the context of a watershed, county or region. The second map shall be a conceptual plan that describes the location of project elements listed in the project narrative. This map shall be larger scale (zoomed in) to show greater detail within the immediate project area.

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.

The following responsibilities shall be included:

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

IV. No Conflict of Interest Certification – 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.

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

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

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 must complete and submit a new application to DWR if they wish to re-apply.

Post Grant Funding Award

Acceptance of a grant award will require the applicant to enter in to a grant contract with the NCDEQ. **Any changes to the scope of the project or project budget after submission of a grant application will require the written approval of the NCDEQ and may also require a DEQ contract amendment.** The minimum information that shall be supplied to NCDEQ for consideration includes a justification for any proposed changes, revised scope of work narrative, and a revised budget. 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.

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 work or expenditure of funds for the project, plan or services shall begin prior to receiving a fully-executed contract from DEQ.

Contract Duration & Extension Requests

Grant contracts are valid for two years. The contract length will be two years from the date of the NCDEQ executed contract. 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 by the project sponsor or primary contact via email in a cover letter on official agency letterhead that shall briefly document the following items:

1. Justification for the extension request
2. Summary of the current project status
3. Anticipated project schedule moving forward

The contract extension request should be submitted electronically to Amin.Davis@ncdenr.gov or Coley.Cordeiro@ncdenr.gov (for Recreation and General Navigation Grants).

Grant Reimbursement Payments

The grant award amount is the maximum possible reimbursement amount. Any expenditures incurred associated with the project’s budget after the start date of the contract are eligible for reimbursement. Allowable expenditures are expenditures associated with the work performed for a specific invoicing cycle that are in accordance with the DWR-approved application budget sheet for the project. Reimbursement requests can be submitted no more frequently than monthly. DEQ will normally pay the Grantee by check or electronically within 30 days of receipt of the statement of expenses, provided the expenses are in accordance with the project information shown in the initial request or as amended. If the Grantee decides 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 DWR and receive approval of those changes from the DWR. Unapproved changes will not be eligible for state cost-sharing. For additional information, please see the *Reimbursement Directions* document on our [website](#).

Reimbursement requests shall include:

1. A list of actual cost (expenses) by the approved budget categories
2. Total amount spent on the project to date and the amount of the reimbursement request
3. Copies of invoices or other documentation for materials, services and other project costs
4. The request should be signed and dated by the Grantee on the Grantee's official letterhead.

The reimbursement request and supporting documentation should be submitted electronically to Amin.Davis@ncdenr.gov or Coley.Cordeiro@ncdenr.gov.

Additional Funding Requests

Grant recipients can submit a request for additional funding consideration to DWR for a maximum of 25% of total project costs, 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 and anticipated project implementation schedule.
- copies of all subcontractor invoices for design, permitting, surveying, construction, construction oversight and project administration.

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.

Project Close-Out

The Grantee shall notify the DWR Grant Administrator upon project completion and provide DWR with a scaled version of the most recent set of permit or as-built/record drawings for a completed project. For navigation projects, pre- and post-surveys of the dredge site shall be provided. All drawings shall be submitted electronically in an Adobe PDF format prior to the close-out site visit. Applicants who are awarded funding for Feasibility/Engineering Studies shall provide DWR with the associated summary report(s) and deliverables in an electronic format.

The DWR Grant Administrator may schedule a close-out inspection of the completed project with a representative of the Grantee. However, DWR may also substitute its personnel with that of other state or federal agencies that are located closer to the project to minimize the state's costs. This inspection will verify that the project was implemented in accordance with the information provided in the grant application, along with the approved plans and specifications. However, DWR may substitute its personnel with that of other state or federal agencies that are located closer to the project to minimize the state's costs. Inspection will verify that construction was done in accordance with the approved plans and specifications.

The Grantee shall address any remedial or compliance actions identified during this close out inspection prior to DWR project acceptance. 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 the department's share of the non-federal cost.

Attachment 1 – Grant Reimbursement Example for 50/50 Match

Project Cost: \$100,000

Federal Cost Share: \$50,000

Non-Federal Cost Share: \$25,000

DWR Grant Award: \$25,000

Invoice #1	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$200.00	\$4,800.00	\$2,000.00		

Total Expenditure	\$7,000.00
50% Reimbursement	\$3,500.00
Payment Amount	\$3,500.00

Invoice #2	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$250.00			\$750.00	\$29,000.00

Total Expenditure	\$30,000.00
50% Reimbursement	\$15,000.00
Payment Amount	\$15,000.00

Invoice #3	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$250.00			\$1,000.00	\$47,000.00

Total Expenditure	\$48,250.00
Remaining DWR Grant Amount	\$6,500.00
10% Withholding	\$2,500.00
Payment Amount	\$4,000.00

Payments	Amount
#1	\$3,500.00
#2	\$15,000.00
#3	\$4,000.00
#4 (Post close-out)	\$2,500.00
Total DWR Payment	\$25,000.00

DWR Water Resources Development Grant Application - Spring 2018 Cycle													
Please enter information into yellow cells in each labeled sheet listed below. Complete <i>In-Kind Budget Notes</i> for any budget item where in In-kind amount is listed.													
Contact Information													
Project Information													
Project Narrative													
Treatments													
Benefits & Evaluation Criteria													
In-Kind Budget Notes													
NOTES													
The former grant Application Form in pdf format is no longer required.													
Applicants are strongly encouraged to read the <i>Grant Guidelines</i> document that can be viewed and/or downloaded from the grant website below prior to competing this application.													
A complete Application Package consists of: 1.) all completed sheets of this Excel file, 2.) scaled conceptual project plan/map, 3.) signed Model Resolution form, & 4.) signed No Conflict of Interest form. Additional supplementary documentation (reports, photos, etc.) are not required but can be provided as separate attachments via email. Additional documentation is required for NRCS-EQIP Stream Restoration Projects.													
Applicant must be a unit of local government. Primary Contact is Applicant's representative responsible for project oversight and management. Project Supporter is any additional organization or individual who officially supports project.													
Applicant or Primary Contact shall include a letter of support on official letterhead of any organization listed as <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.													
The required <i>Model 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.													
For additional information, please see Water Resources Development Grant website below or contact Grant Administrators Amin Davis (919-707-9132 / amin.davis@ncdenr.gov).													
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.													

WRDPG_Prj_ID	Contact_Name	Contact_Agency	Contact_Type	Contact_Address	Contact_City	Contact_State_Abbr	Contact_Zip	Contact_Phone	Contact_Phone_Ext	Contact_Email	Notes
443	Amy Brantley, Assistant County Manager	Henderson County	Applicant	1 Historic Courthouse Sq	Hendersonville	NC	28792	828-697-4809		Brantley@hendersoncountync.org	
443	Kieran Roe, Executive Director	Conserving Carolina	Project Supporter	847 Case Street	Hendersonville	NC	28792	828-697-5777	201	kieran@conservingcarolina.org	
443	David Lee, NR Manager	Conserving Carolina	Project Supporter	847 Case Street	Hendersonville	NC	28792	828-697-5777	213	David@conservingcarolina.org	
443	Anita Goetz	US Fish and Wildlife Service	Project Supporter	160 Zillicoa St.	Asheville	NC	28801	828-258-3939	228	anita_goetz@fws.gov	
443	Scott Loftis	NC Wildlife Resources Commission	Project Supporter	20830 Great Smoky Mtn. Exp.	Waynesville	NC	28786	828-558-6012		scott.loftis@ncwildlife.org	
443	Greg Jennings	Jennings Environmental	Engineer/Consultant	7 Samuel Ashe Drive	Asheville	NC	28805	919-600-4790		greg@jenningsenv.com	

Provided by Grant Administrator	Project Name. Please include name of nearest waterbody in Project Name for stream restoration projects. For Phased projects, please include Phase ID at the end of the Project Name. Example: Big Creek Stream Restoration-Phase II.	Select from the choices below using pull-down arrow.	Amount requested from DWR	Total Project Cost	Most recent date this application was completed or revised (mm/dd/yy)	Latitude In decimal degrees format (35.12345) based on approximate center portion of project area.	Longitude in decimal degrees format (-78.12345) based on approximate center portion of project area.			DWR Riverbasin	
WRDPG_Prg_ID	WRDG_Name	Eligible_Purpose	Amount_Requested	Project_Cost	Application_Date	Latitude_DD	Longitude_DD	County_Name	Nearest_Named_Waterbody	Riverbasin_Name	Ecoregion_Name
443	Mouth of Mud Creek Stream and Wetland Restoration	Stream Restoration	\$200,000.00	\$1,104,000.00	06/30/18	35.40058	-82.52997	Henderson	Mud Creek and French Broad	French Broad	Blue Ridge
		EP_Short	Typical Projects, But Not Limited To...								
		General Navigation	Dredging, navigation hazard removal in waterway used by private & commercial vessels								
		Recreational Navigation	Dredging, navigation hazard removal in waterway used by only private recreational vessels								
		Water Management	Stormwater control measures (BMPs), shorelines stabilization, drainage, flood control								
		Stream Restoration	Stream restoration, stream stabilization, dam&aquatic barrier removals								
		Water-Based Recreation	Trails, greenways, structures including land acquisition & development								
		Feasibility/Engineering Study	Dam Removal, Hydrologic Study, Water Management Plan, Watershed Improvement Plan								
Weblinks		NRCS EQIP Stream Restoration	Western NC Stream Initiative			Google Maps	Google Maps		DWR 2014 Integrated Report	Ecological Address Map	Ecological Address Map

<p>Provided by Grant Administrator</p>	<p>One sentence Project Scope of DWR Funding Request Ex: Stabilize/restore 2,500 linear feet and plant 5 acres of riparian area along ABC 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 ABC 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 is and how the scope will specifically address the impairment. For Phased projects, please describe overall phasing plan and indicate what phase of project funds are currently being requested for. 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 and Land Use Within Project Area.</p>
<p>WRDPG_Prj_ID</p>	<p>Project_Scope_Brief</p>	<p>Project_Scope_Need</p>	<p>Existing_Conditions</p>
<p>443</p>	<p>Restore 6 habitats over 60ac including 40ac of buffer and 10ac of wetland. Stabilize/enhance 6,000lf of stream, treat stormwater provide public access</p>	<p>This is a large scale, holistic, restoration project is focused on restoring and enhancing six different habitat types by restoring natural hydrology; restoring and enhancing habitat for breeding muskellunge, amphibians, reptiles, and birds; restoring wetland habitat; restoring native vegetation adapted to site conditions and focal habitat types; improving water quality; reconnecting streams to their floodplains; controlling non-native vegetation; and creating recreational access. The conservation need for this type of restoration project is great. Nearby natural areas (including the Mills River just upstream of the site, and downstream of the site within the French Broad) contain a diversity of rare aquatic species that have been greatly impacted by habitat degradation, with nonpoint source pollution identified as the most widespread problem in the basin. It is estimated that over 16 federal/state listed species will benefit from this project. The proposed restoration will prevent the erosion of over 100 tons of sediment per year, provide stormwater treatment for runoff associated with the adjacent subdivision and 162-acre drainage area, and reduce fecal coliform bacteria in the FBR. Additionally, the need for flood abatement, pollution control and diverse/resilient landscapes is addressed in this restoration by reconnecting the FBR and Mud Creek with a natural floodplain habitat.</p>	<p>A pre-acquisition assessment was conducted in 2015 by the USFWS. The site at that time was being farmed, and corn stubble was noted in the fields. The river is isolated from its floodplain by the construction of a high berm along the riverbanks. A series of ditches had been constructed in various locations within the tract, and natural streams have been channelized to facilitate drainage of wetlands, stormwater, and river flooding. The tract has a history of agricultural use documented by Farm Service Agency aerial photographs (1951 – present) and contains subsurface drains (E. Pohlman NRCS). The FBR is listed on 303-d for fecal coliform bacteria; Mud Creek is listed upstream for benthos and fish community.</p>

Provided by Grant Administrator	Select from Treatment Type below	Enter number (length or area) based on Description for the Treatment below	Latitude in decimal degrees format (35.12345) based on 'Location_Inst' column below	Longitude in decimal degrees format (78.12345) based on 'Location_Inst' column below	(For projects involving Riparian Buffer Plantings, please indicate Maximum & Minimum Widths or Average Widths in feet. For Trail/Greenway projects, provide proposed surface (asphalt, natural surface, gravel, screenings, combo, etc.).
WRDPG_Prj_ID	Treatment	Treat_Len/Area	Latitude_DD	Longitude_DD	Notes
443	Stream Treatments	480.00	35.39780	-82.52833	
443	Riparian Buffer	36.00	35.40142	-82.53178	See conceptual design plan-- extensive aluvial forest planned
443		11.00	35.40242	-82.53026	Mountain Bog Wetland Created and Enhanced
443	Stormwater Control Measure	39.00	35.39863	-82.52517	Additional acreage of TX expected once we aquire NE parcel which drains 123 additional acres
443	Treatment Type	Description	Location_Inst		
	Aquatic Passage Improvement	Length of stream made accessible to aquatic life passage by dam or barrier removal (Miles)	downstream extent of project		
	Dredging	Estimated volume of material to be dredged (Cubic yards). Note length of waterway to be dredged (feet) in Notes section	approximate center of project area		
	Feasibility/Engineering Study	Size of drainage area, watershed or project area (Acres or Square Feet)	approximate center of project area		
	Recreational Structure	feet)	structure		
	Riparian Buffer	Area of riparian buffer restored or planted (Acres)	approximate centroid of continuous buffer area		
	Shoreline Stabilization	Length of shoreline stabilized (Linear feet). For living shorelines & structures: Length & Square footage	downstream extent of project		
	Stormwater Control Measure	Drainage area treated by the stormwater control measure (Acres)	location of SCM Outfall		
	Stream Treatments	Length of stream that is being restored or stabilized (Linear feet)	downstream extent of project		
	Trail Constructed	Length of recreational trail constructed (Linear feet)	start of trail		
	Wetland Treatments	Area of jurisdictional wetland being restored or enhanced (Acres)	approximate centroid of wetland boundary		

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_Prg_ID	Economic_Benefits_(10)	Social_Benefits_(10)	Environmental_Benefits_(35)	Environmental_Impacts_(20)	Regional_Benefits_(10)	Financial_Resources_(10)	Benefits_to_State_Owned_Properties_(5)
443	<p>The economic benefits of this project are numerous. The French Broad River flows downstream from this tract into Asheville and provides a lifeline for hundreds of ecotourism businesses. These businesses depend on the beauty, cleanliness, and diversity of the river to thrive. The sheltered spawning habitat that is proposed in this project will support many game fishes such as Muskellunge, Smallmouth bass and Redbreast sunfish. These game species, along with catfish, comprise a popular recreation fishery on the French Broad River. In addition to the economic benefits to the tourism and fishing industry, the design and construction of this project will be accomplished with local business. Plant materials and other restoration supplies will be provided by local nurseries and supply companies.</p>	<p>Restoration and maintenance of this project will be accomplished through partnerships with universities, organizations, and agencies. Both UNC-Asheville and Western Carolina University have visited the site and expressed interest in incorporating this site into their ecological restoration curriculum. Asheville Greenworks has expressed interest in using this site with interns/volunteers to engage youth in work experiences that emphasize the importance of caring for our natural environment. The site will serve as a demonstration project to others involved in floodplain restoration and rare species recovery. Recreational improvements are also planned for this tract. A raised 10ft wide access path will be constructed along the east parcel boundary for maintenance access, and to help facilitate the extension of the Oklawaha Greenway through the tract. Pedestrian hiking trails are included for internal and river access. These trails will have educational signage meant to engage and educate the community on the important benefits of this restoration. A primitive canoe camp access area is also designated on the project plans. This access area will be created in partnership with local nonprofits MountainTrue and RiverLink as part of the large French Broad River Paddle Trail network.</p>	<p>Reconnecting wet areas with riverine and tributary channels would reestablish hydrologic functions that have been significantly reduced over the last 100 years in favor of agricultural practices. Connectivity of the riverine and floodplain zones are beneficial for water quality by filtering stormwater containing both sediment-laden pollutants and by recharging groundwater. Wet areas, saturated soils, early successional shrub areas, and wooded riparian corridors contribute to the overall structural complexity necessary for resilient and diverse biotic communities. Restoration and enhancement activities would include establishing over 1.25 miles of buffer along the FBR and Mud Creek. At fully functioning condition, we expect this tract to provide stormwater treatment, flood abatement, successful spawning and rearing habitat for Muskellunge and other fishes, swamp forest-bog complex habitat for rare species, grassland/pollinator habitat, and improvements to water quality in Mud Creek and the FBR (303-d listed). We expect greater occupancy by and diversity of SGCN, at-risk, and threatened species. Additionally, we expect this project to provide an exceptional opportunity for uplift of aquatic, semi-aquatic and terrestrial species and their habitats up and downstream of restoration.</p>	<p>Although this is a large-scale project, we expect minimal impact to the environment during and after construction. A feasibility study, and conceptual design (2016-2017) were conducted that documented the current conditions of the site. The design reflects this information; areas where high quality habitats or species are present will be avoided. These areas primarily occur on the eastern corner of the tract. The mature riparian overstory currently present along the FBR and Mud Creek will also be avoided to minimize any negative environmental impact; if work needs to be conducted in this area, it will be to stabilize and fix the eroding streambank. Where habitat restoration activities, and earthmoving will occur we plan to quickly and efficiently conduct all work to minimize the time the area is exposed. Work will be conducted when the soil is dry. Temporary seed mix will go down as the earth moving is completed from east to west on the property. This will allow us to establish temporary, and then native, vegetation quickly without further impact. We will strive to further reduce our impact by ensuring all equipment used is cleaned of non-native seed, that non-native plants are controlled, and that only native vegetation adapted to the specific site conditions is used.</p>	<p>The ecological benefits of this project are expected to impact the larger region. Water quality benefits will be felt for miles downstream as sediment and pollutants are trapped and filtered on this site. Additionally, the flood abatement characteristics of this project will provide benefits to all downstream. Our partnerships with local universities, NGO's, and agencies will provide educational and experiential benefits to community members throughout western North Carolina. This project will also provide regional connection for health and recreation through the French Broad River Paddle Trail, and lay the foundation for a connection to the Oklawaha Greenway in Hendersonville. Lastly, it is our hope that this project is used as a model for other sites throughout our region and state, to show the importance and success of a holistic restoration.</p>	<p>We plan to implement this project in one phase with several different funding sources. We currently have been awarded a NFWF and USFWS grant to support this project. We have applications out the NC CWMTF and the EPA-319 Grant Program.</p>	<p>Although this restoration project is not directly adjacent to state owned lands, it will provide an indirect benefit to the Mountain Horticultural Crops Research Station by reducing sediment and pollutants traveling downstream (including fecal coliform bacteria) and by mitigating the effect of large storm events on state cropland. The NCWRC is a project partner and a potential holder of this property post restoration. This project directly benefits their Muskies stocking initiative in the French Broad River by providing spawning habitat to support natural reproduction and survival of this species in the wild.</p>
Examples	<p>Discuss Economic Benefits such as: Economic Development, Eco-tourism, Local Job Creation/Retention, Reduced Maintenance Costs. Also discuss any Leveraged Funding Sources if applicable.</p>	<p>Discuss social benefits related to this project such as: Collaborative Partnerships, Community Development & Revitalization, Environmental education/STEM, Improved Physical Fitness/Recreation, Improved Safety, within/connectivity to Significant Cultural Heritage Area.</p>	<p>Discuss environmental benefits of this project such as: Air Quality, Conservation, Drainage & Flooding, Effectiveness Monitoring, Floodplain Reconnection, Aquatic & Terrestrial Habitat, Habitat Reconnection, Invasive Species Removal, Nutrient Reduction, Pollutant Reduction, Riparian Buffer Restoration, Sediment Reduction, Streambank/Shoreline Stabilization, Stormwater Attenuation, Water Conservation/Reuse, Water Temperature Regulation.</p>	<p>Discuss potential environmental impacts of the project and how these impacts will be minimized such as: Aquatic Habitat Disturbance, Land Disturbance, Low-Impact Development, Impervious Surface Addition, Riparian Buffer Disturbance and Vegetation Removal.</p>	<p>Discuss regional benefits such as: direct benefits to a water supply, onsite educational workshops, green/blue-trail connectivity, 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. 2 points for projects that implement an existing development plan.</p>	<p>Maximum points for demonstration that project will provide multiple social benefits.</p>	<p>Maximum points for demonstration proposed project will address a documented environmental problem or protect a valuable resource area (see weblinks below). Examples include: Headwater area, 303(d) listed or Impaired Waterbody/ Parameter, DWR Nutrient Management Strategy or Water Supply Watershed, existing Water Resource Prioritization/ Protection/ Restoration Plan, Adjacent to existing watershed improvement project (WIP). Within same 12-digit HUC of existing or proposed WIP.</p>	<p>Maximum points for demonstration that all items in the description have been minimized or otherwise addressed and that the project will result in minimal environmental impacts in the project area or adjacent areas. Maximum points also for multiple low-impact development elements.</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 I County.</p>	<p>Maximum points for demonstration that the project will provide multiple direct benefits to State-owned lands and properties.</p>
Weblinks	<p>Eco-tourism</p>	<p>Environmental Education STEM</p>	<p>CWMTF Primary Resource Benefits (pp 1-2) NC DEQ Impact Guidance (pp 51-53) SEPA Valuable Resources (See 15A NCAC 01C.0306)</p>	<p>NC DEQ Impact Guidance (pp 55-58)</p>	<p>County Tier Designations</p>		

Project Name: Mouth of Mud Creek Stream and Wetland Restoration

Date: 06/27/18

		DWR	Local Match	Other Non-Federal Match	Federal Contribution	Local + Other Non-Federal Match Total	Category Total
3.44%	Administration						
	Cash	\$13,000.00		\$25,000.00		\$25,000.00	\$38,000.00
	In-kind					\$0.00	\$0.00
4.44%	Design						
	Cash			\$49,000.00		\$49,000.00	\$49,000.00
	In-kind					\$0.00	\$0.00
1.81%	Permitting						
	Cash			\$20,000.00		\$20,000.00	\$20,000.00
	In-kind					\$0.00	\$0.00
0.00%	Survey						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	Construction Oversight						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
87.14%	Construction						
	Cash	\$162,000.00		\$800,000.00		\$800,000.00	\$962,000.00
	In-kind					\$0.00	\$0.00
0.00%	Construction Materials						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
3.17%	Plant Materials						
	Cash	\$25,000.00		\$10,000.00		\$10,000.00	\$35,000.00
	In-kind					\$0.00	\$0.00
0.00%	Education						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	Monitoring						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	Land						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
	Cash Sub-total	\$200,000.00	\$0.00	\$904,000.00	\$0.00	\$904,000.00	\$1,104,000.00
	In-kind Sub-total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total	\$200,000.00	\$0.00	\$904,000.00	\$0.00	\$904,000.00	\$1,104,000.00

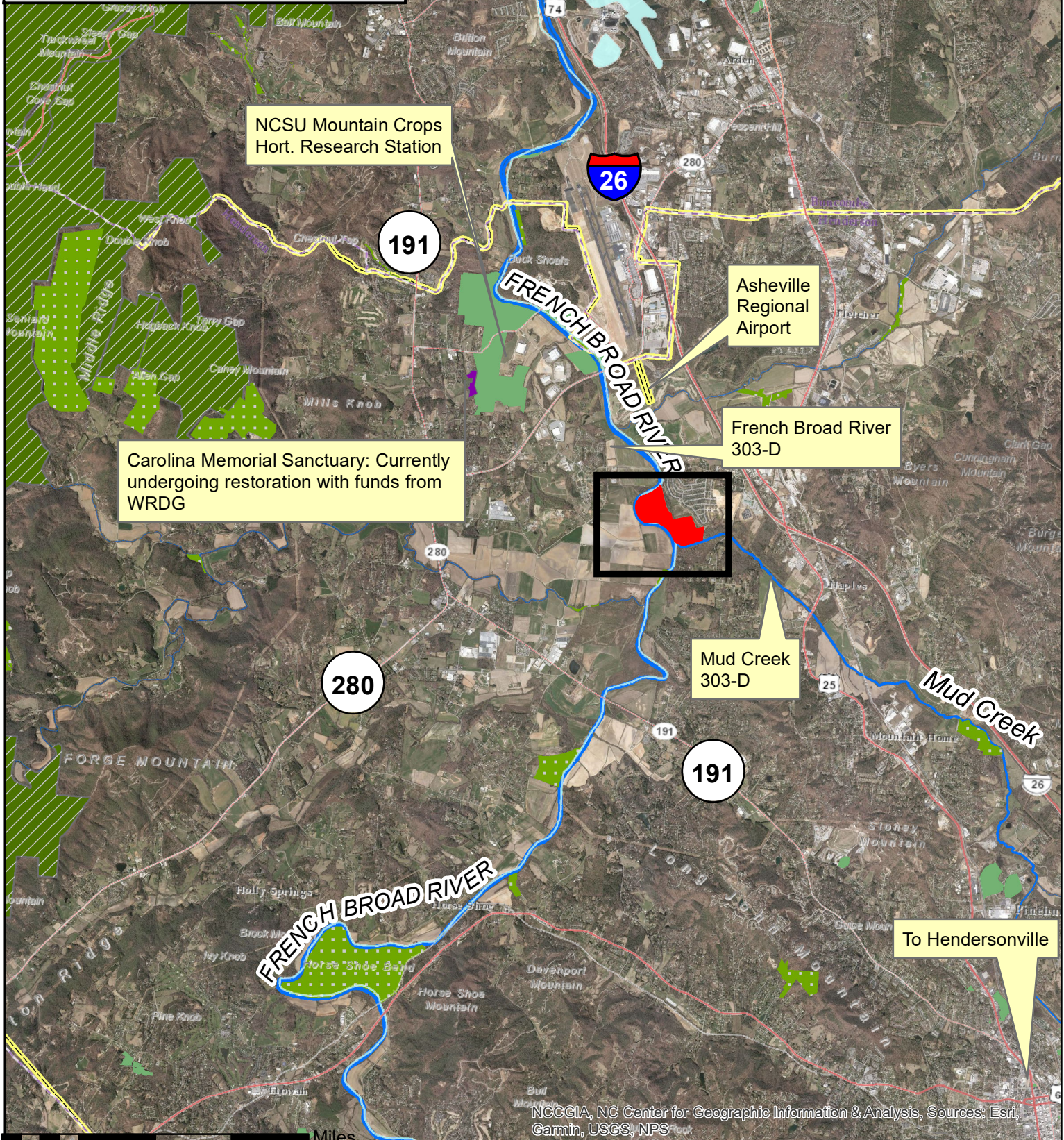
DWR Total =	\$200,000.00
DWR Match % =	18.12%

Local + Non-Fed Total =	\$904,000.00
Local + Non-Fed Match % =	81.88%

Non-Federal % =	100.0%
Federal % =	0.0%

Provided by Grant Administrator	Category	References	In-Kind_Description
WRDPG_Prj_ID			
443	Administration		
	Design		
	Permitting		
	Survey		
	Construction Oversight		
	Construction	See https://www.independentsector.org/resource/the-value-of-volunteer-time/ to assist with estimating value of volunteer labor:	
	Construction Materials		
	Plant Materials		
	Education	Providing tours, signage, etc.	
	Monitoring	Effectiveness monitoring for water quality, vegetative survival, etc.	
	Land	<p>Land/easements value can be used as a match. This valuation may be based on a current or recent appraisal, or the current property tax valuation assessed by the the County Tax Assessor's Office.</p> <p>Appraisals are required 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).</p> <p>In-kind credit can only be claimed as match for land/easements donated for the project, not property currently owned by the local government or with easements currently in place.</p>	

- Mud Creek Restoration Project
- Federal Lands
- Easement Lands
- Local & State Government Lands



0 3 Miles



Mouth of Mud Creek Contextual

Henderson County PIN:
9641895250

Locations & boundaries are approximate.



 Mud Creek Restoration Project

Attachment C
DEQ Contract 7783



Riverstone Subdivision

FRENCH BROAD RIVER

FRENCH BROAD RIVER

French Broad River
303-D

Mud Creek
303-D

Miles

NCCGIA, NC Center for Geographic Information & Analysis

0 0.35



Mouth of Mud Creek Contextual

Henderson County PIN:
9641895250

Locations & boundaries are approximate.



HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite #1
Hendersonville, NC 28792
Phone (828) 697-4808 • Fax (828) 692-9855
www.hendersoncountync.org

J. MICHAEL EDNEY
Chairman
GRADY HAWKINS
Vice-Chairman

THOMAS H. THOMPSON
CHARLES MESSER
WILLIAM LAPSLEY

RESOLUTION

MOUTH OF MUD CREEK STREAM AND WETLAND RESTORATION PROJECT

- WHEREAS,** the Henderson County Soil & Water Conservation District desires to sponsor Mouth of Mud Creek Stream and Wetland Restoration Project, a project to improve water quality and restore wetland and aquatic habitat on an important tributary to as well as the main stem of the French Broad River located within Henderson County; and
- WHEREAS,** Conserving Carolina, a non-profit conservation organization based in Henderson County, has recently received a grant award from the National Fish and Wildlife Foundation in the amount of \$490,000 toward this project and is seeking additional matching funds from other sources; and
- WHEREAS,** the State of North Carolina has established the N.C. Water Resources Development Grant Program to provide cost-share grants and technical assistance to local governments throughout the state for stream restoration and water management projects; and
- WHEREAS,** Conserving Carolina has requested the cooperation and support of the Henderson County Soil & Water Conservation District in seeking additional financial assistance to match other grant awards and pledged donations and fully cover costs to implement the Mouth of Mud Creek Stream and Wetland Restoration Project;

NOW, THEREFORE, BE IT RESOLVED THAT

1. The County requests the State of North Carolina, through its Water Resources Development Grant Program (WRDGP), to provide financial assistance to the Henderson County Soil & Water Conservation District for the Mouth of Mud Creek Stream and Wetland Restoration Project in the amount of \$ 200,000 or 29% percent of project costs, whichever is the lesser amount; and
2. The County, while assuming full obligation for payment of the balance of project costs as a formal requirement of the WRDGP, will obligate Conserving Carolina to pay the balance of project costs under the terms of their Memorandum of Agreement; and
3. The County, working with Conserving Carolina under the terms of their Memorandum of Agreement, will see that all necessary State and Federal permits are obtained; and
4. The County, working with Conserving Carolina under the terms of their Memorandum of Agreement, will see that all applicable laws governing the award of contracts and the expenditure of public funds by local governments are complied with; and

5. The County, working with Conserving Carolina under the terms of their Memorandum of Agreement, will see that project construction is supervised in compliance with permit conditions and is performed safely and properly according to approved plans and specifications; and
6. The County, working with Conserving Carolina under the terms of their Memorandum of Agreement, will see that arrangements are made for suitable disposal of project spoils if required and that all other easements or rights-of-way that may be necessary for the construction and operation of the project are obtained without cost or obligation to the State or to the County; and
7. The County and Conserving Carolina will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project; and
8. The County, working with Conserving Carolina under the terms of their Memorandum of Agreement, accepts responsibility for the operation and maintenance of the completed project.

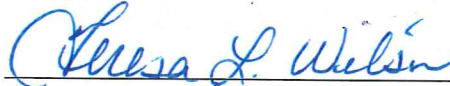
In witness whereof, I have hereunto set my hand and caused the seal of the County of Henderson to be affixed.

Adopted this the 4th day of June, 2018.



GRADY H. HAWKINS, VICE-CHAIRMAN
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:



TERESA L. WILSON, CLERK TO THE BOARD

**Memorandum of Agreement between Henderson County and Conserving Carolina
Regarding the Mouth of Mud Creek Stream and Wetland Restoration Project and
the Associated NC Water Resources Development Grant Request**

- I. **Purpose:** The purpose of this Memorandum of Agreement (MOA) is to memorialize the partnership between Henderson County (Henderson County) and Conserving Carolina (CC), in order to seek a grant from the North Carolina Water Resources Development Grant Program to support CC's Mouth of Mud Creek Stream and Wetland Restoration Project. HENDERSON COUNTY and CONSERVING CAROLINA are the only parties to this MOA (hereinafter "Party" or "Parties").

- II. **Background:** Henderson County is a North Carolina county formed in 1838. CC is a North Carolina nonprofit corporation with a mission of protecting and stewarding land and water resources vital to our natural heritage and quality of life and to fostering an appreciation and understanding of the natural world. In 2016, CC purchased 108 acres, more or less, located off of Butler Bridge Road south of Fletcher (the Property). The Property is located at the confluence of the Mud Creek with the French Broad River and is known by CC as the Mouth of Mud Creek property. The Property was acquired by CC to protect and restore the site, which lies entirely in the floodplain, to a more healthy and functional natural state to protect and enhance water quality, mitigate up and down stream flood impacts and improve habitat for native species such as the French Broad Muskellunge ("muskie") fisheries. The Property is also located along the route of a proposed extension of the Oklawaha greenway and may one day be opened to public recreational use.

To fund the restoration of the Property CC is seeking grants from several sources. The NC Water Resources Development (WRD) Grant Program makes grants for restoration and water quality improvement projects like the Mouth of Mud Creek Stream and Wetland Restoration Project (the "Project"). Local units of government are the only entities eligible to apply for WRD grants.

The Henderson County Soil and Water Conservation District Board received a presentation regarding the Project and at its meeting on May 14, 2018 voted to support the project and request that the Henderson County Board of Commissioners approve a WRD grant application in support of the project.

- III. **Collaboration goals:** The partners acknowledge and agree that their collaborative goals include:

- a. Submitting an application to the WRD grant program by its upcoming July 1, 2018 grant deadline; and
- b. If a grant is awarded, to manage the grant in support of the Project.

IV. Responsibilities of the Parties: The Parties acknowledge and agree to the following responsibilities in order to attain the foregoing collaboration goals:

- a. Conserving Carolina will author a grant application to the WRD grant program requesting \$200,000 for the Project;
- b. Henderson County will serve as grantee applicant on behalf of the Project and will submit the proposal developed by CC.

If a grant is awarded,

- c. Henderson County will sign an agreement with the NC Water Resources Development Grant Program and serve as grantee;
- d. Conserving Carolina will oversee and assume responsibility for Project implementation, including design, permitting, construction and reporting;
- e. CC will oversee and assume responsibility for Project financial management, including payment of all Project costs, and will ensure that the Project does not exceed the proposed budget;
- f. CC will prepare quarterly reports for Henderson County as required by the WRD grant program. These reports will include summaries of progress on Project implementation, and financial reports of Project expenses paid to date, attaching invoices for the County to use in seeking reimbursement from the WRD grant program;
- g. Henderson County will take the quarterly reports and invoices from CC and forward the reports and invoices on to the WRD grant program;
- h. CC will include \$2,500 in the Project budget to compensate Henderson County for staff time incurred in grant administration;
- i. CC will provide matching funds for the Project from other sources and, in combination with WRD grant funds, will pay all Project costs;
- j. CC will see that all necessary State and Federal permits are obtained;
- k. CC will see that all applicable laws governing the award of contracts and the expenditure of public funds by local governments are complied with;
- l. CC will see that Project construction is supervised in compliance with permit conditions and is performed safely and properly according to approved plans and specifications;
- m. CC will see that arrangements are made for suitable disposal of Project spoils if required and that all easements or rights-of-way that may be necessary for the construction and operation of the Project are obtained without cost or obligation to the State or to the County;

- n. CC will hold the State and the County harmless from any damages that may result from the construction, operation and maintenance of the Project; and
- o. CC accepts responsibility for the operation and maintenance of the completed Project.

V. **Principal Contacts:** The principal contacts for the Parties are:

Amy Brantley, Assistant County Manager
Henderson County
1 Historic Courthouse Square
Hendersonville, NC 28792
brantley@hendersoncountync.org
(828) 697-4809 (office)

Kieran Roe, Executive Director
Conserving Carolina
847 Case Street
Hendersonville, NC 28792
Kieran@carolinamountain.org
(828) 697-5777 (office)

VI. **Limitations:**

- a. This MOA does not create an obligation for funding or budgeting for ongoing trail maintenance or property management. All responsibilities of the Parties are subject to the availability of funds.
- b. This MOA does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not a Party to this agreement against CC, Henderson County, or their partners. This MOA does not apply to any person not directly associated with a Party.

VII. **Commencement/Duration/Modification/Termination:** This MOA takes effect when signed by all Parties and will remain in effect until either Party terminates the MOA by providing written notice to the other. This MOA may be extended or modified at any time per the mutual written consent of the Parties. Upon receipt of the termination notice, all Parties will take all reasonable actions to cancel outstanding commitments and limit financial expenditures related to the work described in this MOA.

VIII. **Financial Provisions:** All commitments made by Henderson County and CC in this MOA are subject to the availability of funds. Nothing in this MOA, in and of itself, obligates either Party to expend funds or to enter into any contract or incur financial obligations that would be inconsistent with either Party's budget priorities.

IX. **Compliance with Laws:** The Parties will observe all applicable laws and regulations during the execution of the work described in this MOA. The Parties agree and acknowledge that all parties to this transaction are regulated by the federal and

state laws and regulations governing governmental and nonprofit corporations as applicable. Neither Party shall engage in any transaction that is illegal or fraudulent.

X. **Approval:** This MOA takes effect upon the date of the last signature below.

FOR HENDERSON COUNTY:



Steve Wyatt, County Manager

6-8-18

Date

FOR CONSERVING CAROLINA:



Kieran Roe, Executive Director

6/8/18

Date

MUD CREEK CONFLUENCE HABITAT RESTORATION

HOLLAMON TRACT, FLETCHER, NORTH CAROLINA - HENDERSON COUNTY

PROJECT DIRECTORY

LAND OWNER	CONSERVING
	DAVID LEE 828.697.5777 david@carolinamountain.org
ENGINEER	JENNINGS ENVIRONMENTAL
	GREG JENNINGS, PHD, PE 919.600.4790 jenningsenv@gmail.com

SHEET INDEX

TITLE SHEET	1.0
PROPOSED PROJECT OVERVIEW	2.0
PROPOSED GRADING PLAN OVERVIEW	3.0
PROPOSED GRADING SECTIONS	4.0



**RESTORATION DESIGN PLAN FOR REVIEW
SUBMITTED ON NOVEMBER 3, 2017**

MUD CREEK CONFLUENCE
FLETCHER, NC - HENDERSON, NC
CONSERVING CAROLINA
RESTORATION DESIGN PLAN



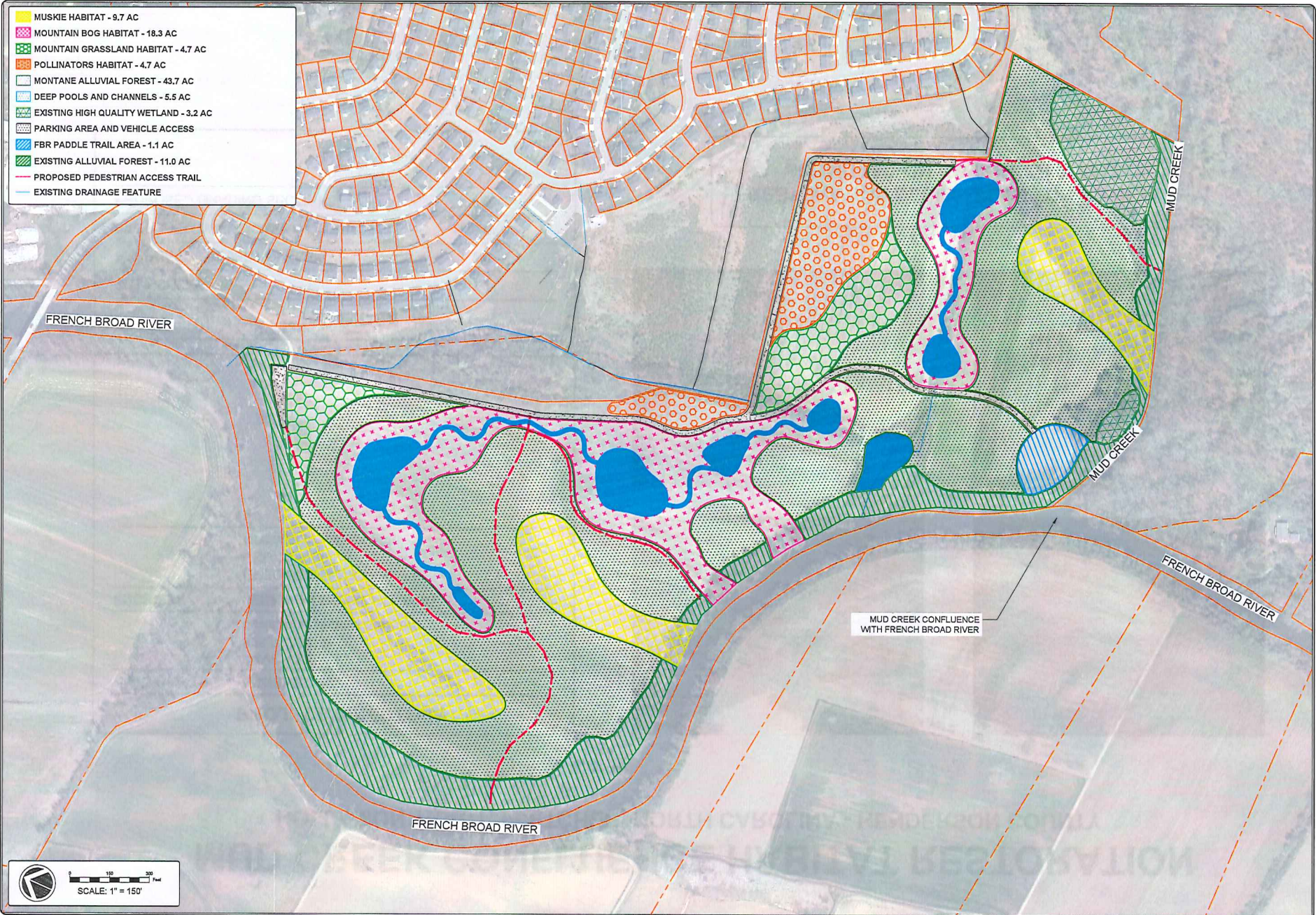
NOT FOR CONSTRUCTION
CONCEPT PLAN



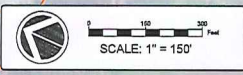
PROJECT # _____
PHASE # _____

DRAWN	JL	PROJECT	MUD CREEK
CHECK	GL	NAME	DAVID LEE
DATE	11/03/17	SCALE	AS SHOWN
		DATE	NOVEMBER 3, 2017

TITLE 1.1



- MUSKIE HABITAT - 9.7 AC
- MOUNTAIN BOG HABITAT - 18.3 AC
- MOUNTAIN GRASSLAND HABITAT - 4.7 AC
- POLLINATORS HABITAT - 4.7 AC
- MONTANE ALLUVIAL FOREST - 43.7 AC
- DEEP POOLS AND CHANNELS - 5.5 AC
- EXISTING HIGH QUALITY WETLAND - 3.2 AC
- PARKING AREA AND VEHICLE ACCESS
- FBR PADDLE TRAIL AREA - 1.1 AC
- EXISTING ALLUVIAL FOREST - 11.0 AC
- PROPOSED PEDESTRIAN ACCESS TRAIL
- EXISTING DRAINAGE FEATURE



MUD CREEK CONFLUENCE
FLETCHER, NC - HENDERSON CO.
CONSERVING CAROLINA
HABITAT RESTORATION

PROJECT # _____
PHASE # 2.1

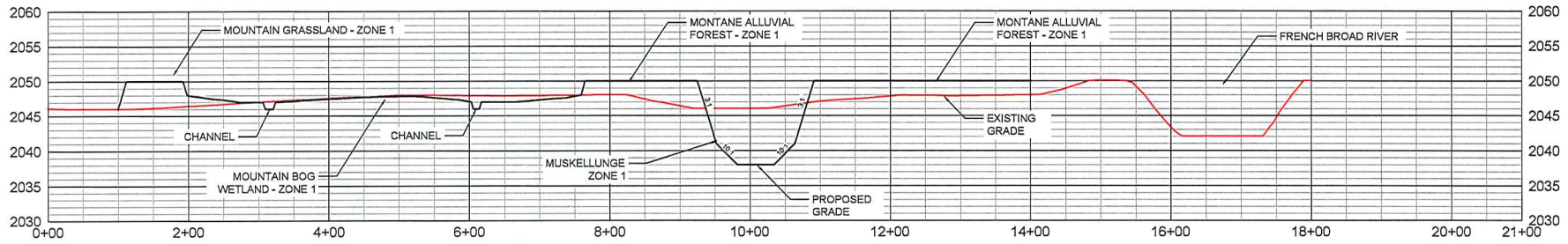


PRELIMINARY PLAN
NO CONSTRUCTION

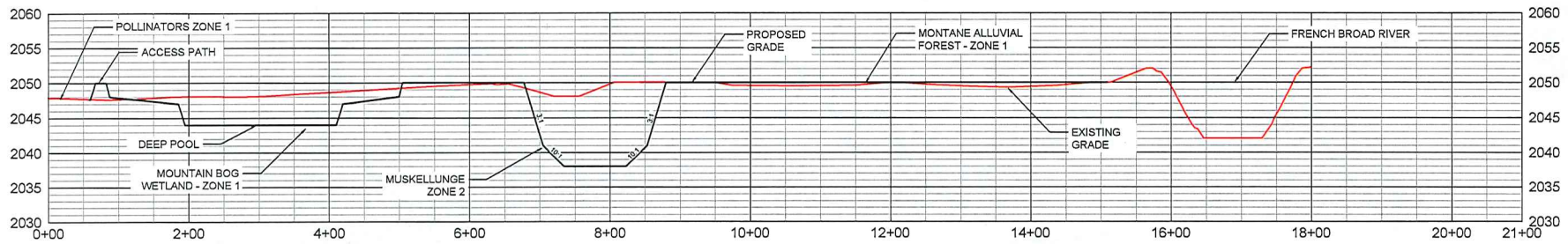


DRAWN: J.P.	PROJECT: MUD CREEK CONFLUENCE	NO. OF SHEETS: 04/01	DATE: NOVEMBER 3, 2017
CHECKED: [blank]	SCALE: 1" = 150'	DATE: NOVEMBER 3, 2017	
APPROVED: [blank]			
PROJECT # _____		PHASE # _____	

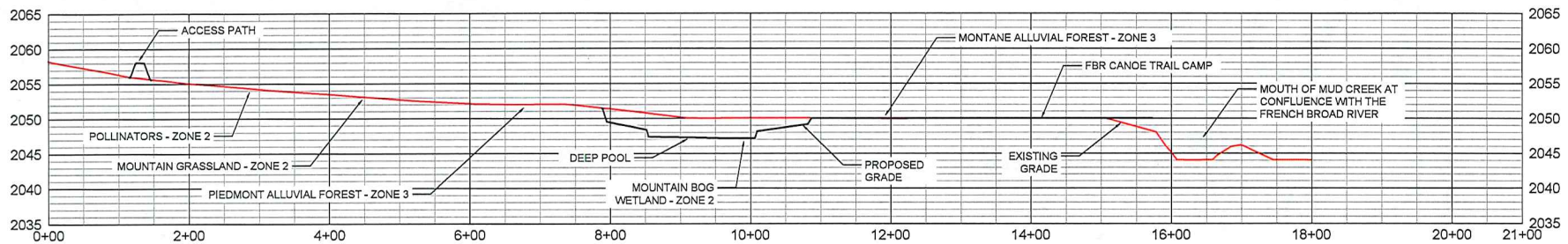
GRADING SECTION 1



GRADING SECTION 2



GRADING SECTION 3



MUD CREEK CONFLUENCE
FLETCHER, NC - HENDERSON CO.
CONSERVING CAROLINA
HABITAT RESTORATION

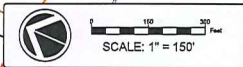
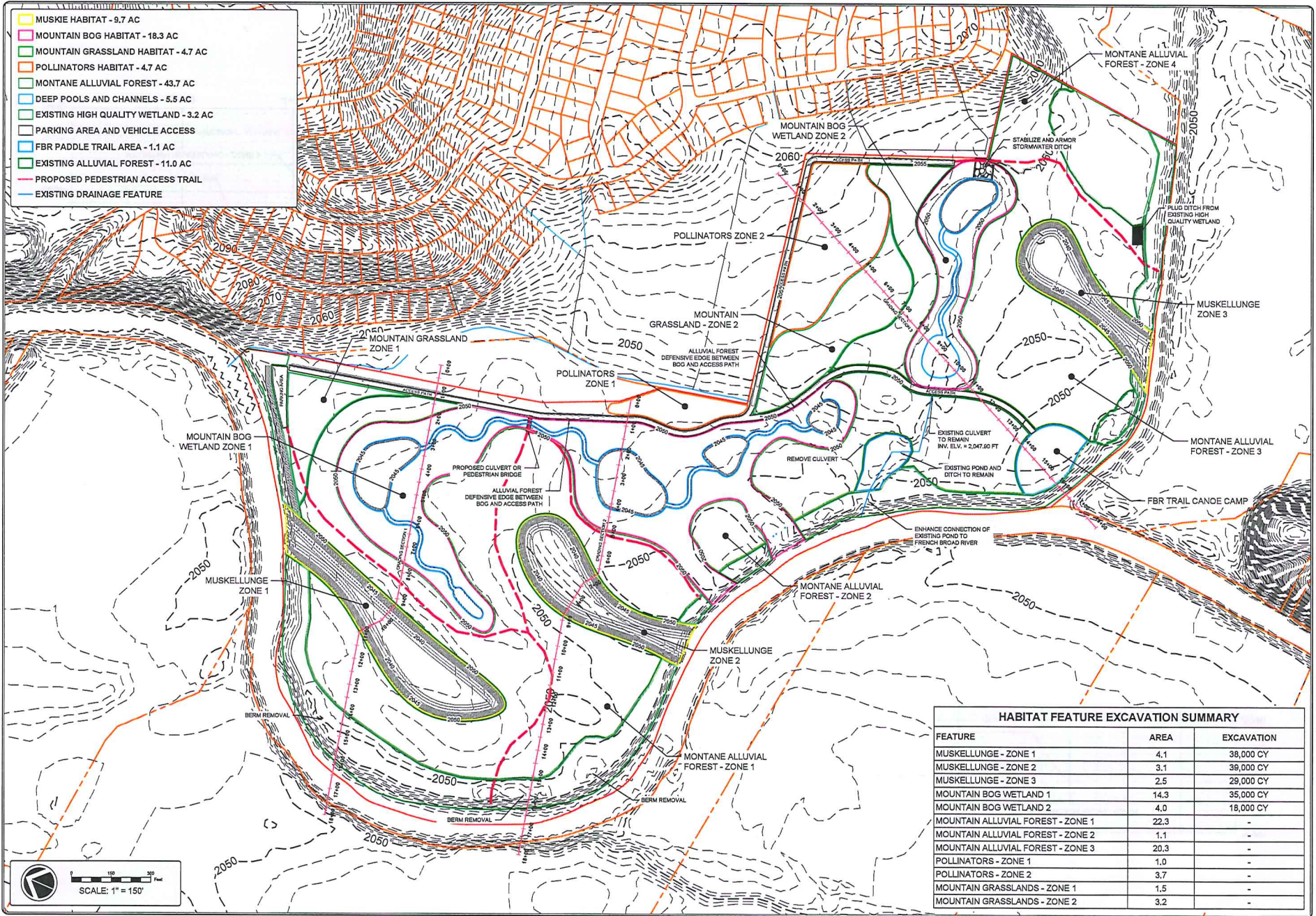


NOT FOR CONSTRUCTION
PRESUMPTIVE PLAN



PROJECT	MUD CREEK CONFLUENCE
DATE	NOVEMBER 3, 2017
PROJECT #	
PHASE #	

DATE PLOTTED: 11/13/17
DRAWING NO.: 4.1
SCALE: AS SHOWN
SHEET NO.: 4.1
TOTAL SHEETS: 4.1



HABITAT FEATURE EXCAVATION SUMMARY		
FEATURE	AREA	EXCAVATION
MUSKELLUNGE - ZONE 1	4.1	38,000 CY
MUSKELLUNGE - ZONE 2	3.1	39,000 CY
MUSKELLUNGE - ZONE 3	2.5	29,000 CY
MOUNTAIN BOG WETLAND 1	14.3	35,000 CY
MOUNTAIN BOG WETLAND 2	4.0	18,000 CY
MOUNTAIN ALLUVIAL FOREST - ZONE 1	22.3	-
MOUNTAIN ALLUVIAL FOREST - ZONE 2	1.1	-
MOUNTAIN ALLUVIAL FOREST - ZONE 3	20.3	-
POLLINATORS - ZONE 1	1.0	-
POLLINATORS - ZONE 2	3.7	-
MOUNTAIN GRASSLANDS - ZONE 1	1.5	-
MOUNTAIN GRASSLANDS - ZONE 2	3.2	-

MUD CREEK CONFLUENCE
FLETCHER, NC; HENDERSON CO.
CONSERVING CAROLINA
HABITAT RESTORATION



NOV 10 2017 10:40 AM
PROJECT # 17-00000001



PROJECT # 17-00000001
PHASE # 3.1

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
LINDA CULPEPPER
Interim Director



November 7, 2018

Grady Hawkins, Vice-Chairman
Henderson County Board of Commissioners
1 Historic Courthouse Square
Hendersonville, NC 28792

Dear Vice-Chairman Hawkins,

I am 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.

I congratulate the County on its sponsorship of the **Mouth of Mud Creek Stream and Wetland Restoration Project**. This grant will provide financial assistance to restore approximately 480 linear feet of degraded stream and 36 acres of riparian buffer, in addition to providing 11 acres of wetland enhancements. Your efforts to improve water resources in your county are to be commended.

The Division of Water Resources of the Department of Environmental Quality will be contacting County staff 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.

We look forward to working with your staff on this stream and wetland restoration project. If you have questions, please contact Amin Davis at 919-707-9132 or via email at: amin.davis@ncdenr.gov.

Sincerely,


Linda Culpepper
Interim Director, Division of Water Resources

ECc: Amy Brantley, Henderson County
David Lee, Conserving Carolina
Kieran Roe, Conserving Carolina
Amin Davis, Division of Water Resources
Andrew Moore, Division of Water Resources



Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the 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.

Reporting Thresholds.

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

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, 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:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
- (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:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (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:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

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. 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.
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.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

DWR Water Resources Development Grant Program

No Conflict of Interest Certification

Henderson County 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 Mud Creek Confluence Floodplain Restoration Project 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 Mud Creek Confluence 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. Henderson County 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: Steve Wyatt

Signature: 

Title: County Manager

Date: July 5, 2018