

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: Wednesday, September 15, 2021

SUBJECT: Soil and Water Conservation District - Grant Awards

PRESENTER: Betsy Gerwig, Conservation Engineer

ATTACHMENTS: Yes

1. Budget Amendment
2. Edneyville Community Center Stream Restoration Project
3. Bat Fork Stream Restoration Feasibility Study Project

SUMMARY OF REQUEST:

The Henderson Soil and Water Conservation District is requesting that the Board approve two grants to be awarded to the department for two separate projects, one at the Edneyville Community Center and one within the Bat Fork watershed. The Edneyville Community Center grant will include stream restoration, establishment of a riparian buffer and native vegetation, and the creation of an educational access point/outdoor learning lab. The Bat Fork Study, in partnership with local non-profit Conserving Carolina, will determine the feasibility of a stream restoration project at the Dodd Meadows Community Center in East Flat Rock. The department will receive a \$1,000 administrative fee from the total \$6,000 award for the Bat Fork project. The amounts awarded to the department for the two projects are in the table below:

Project Site	Grant Funder	Award Amount
Edneyville Community Center in Edneyville	NC Department of Environmental Quality, Division of Water Resources: Water Resources Development Grant	\$68,500
Bat Fork Stream at Dodd Meadows Community Center in East Flat Rock	NC Department of Environmental Quality, Division of Water Resources: Water Resources Development Grant	\$6,000

BOARD ACTION REQUESTED:

The Board is requested to approve the grants which will allow for stream restoration, establishment of riparian buffer and native vegetation, and an educational access point at the Edneyville Community Center and the feasibility study of a stream restoration project on the Bat Fork stream, and the associated Budget Amendment.

Suggested Motion:

I move the Board of Commissioners approve the grants for the stream restoration projects at the Edneyville Community Center and the Dodd Meadows Community Center, and the associated Budget Amendment.

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: Soil & Water (115471)

Please make the following line-item transfers:

What expense line-item is to be increased?


Account	Line-Item Description	Amount
<u>115471-569931-9012</u>	<u>Unallocated Funding</u>	<u>\$68,500</u>
<u>115471-512100</u>	<u>Salaries & Wages - Regular</u>	<u>\$1,000</u>
<u>115471-569900-9028</u>	<u>Payments to Other Agencies</u>	<u>\$5,000</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>114471-457001-9012</u>	<u>Division of Water Resources Grant</u>	<u>\$68,500</u>
<u>114471-457001-9028</u>	<u>Division of Water Resources Grant Administration Fee</u>	<u>\$6,000</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Justification: *Please provide a brief justification for this line-item transfer request.*

The District received a \$68,500 grant from the Division of Water Resources for the stream restoration at the Edneyville Community Center. Additionally, the District will serve as a pass-through agency between the Division of Water Resources and Conserving Carolina for a \$6,000 grant for the Bat Fork Stream Restoration Feasibility Study. The Soil & Water Conservation District will retain \$1,000 of this grant as an administrative fee. Board of Commissioners approved on Wednesday, September 15, 2021.


Authorized by Department Head

9/1/2021
Date

Authorized by Budget Office

Date

Authorized by County Manager

Date

For Budget Use Only	
Batch #	_____
BA #	_____
Batch Date	_____

**GRANT CONTRACT NO. CW22129
HENDERSON COUNTY–LEWIS CREEK STREAM RESTORATION
WRDG GRANT**

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

**North Carolina Department of Environmental Quality
Financial Assistance Agreement**

This financial assistance agreement is hereby made and entered into this JULY 1, 2021, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **HENDERSON COUNTY** (the "Grantee"¹).

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. State's General Terms and Conditions (Attachment A)
 - b. Department's Request for Proposal ("RFP") (Attachment B)
 - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
 - d. Notice of Certain Reporting and Audit Requirements (Attachment D)
 - e. Grantee's Conflict of Interest Policy (Attachment C)

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

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period.** This Agreement shall be effective from **JULY 1, 2021** to **JUNE 30, 2022**, inclusive of those dates.
5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
 - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

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."

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 HENDERSON COUNTY – LEWIS CREEK STREAM RESTORATION
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- 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.
- d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
- e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
- f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- g. Obtain written approval from the Department’s Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

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

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330.

7. Department’s Duties. The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

8. Total Award Amount. The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **SIXTY-EIGHT THOUSAND, FIVE HUNDRED DOLLARS (\$68,500)** (the “Total Award Amount”). This amount consists of:

Funding:

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

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$68,500	1604	536990	4018

Grantee Matching Information:

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- 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:	\$

- c. The Grantee's matching requirement is **\$68,500**, which shall consist of:

X	In-Kind	\$15,000
	Cash	\$
	Cash and In-Kind	\$
X	Other / Specify: Non-Federal	\$53,500

- d. The Grantee is committing to an additional **\$186,500** to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$323,500**.

- 9. Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
- a. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.
- 10. Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
- 11. Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12. Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 13. Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.
- 14. Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

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Grantee Contract Administrator	Department's Contract Administrator
Betsy Gerwig, Conservation Engineer Henderson County Soil & Water Conservation District 61 Triple Springs Road Hendersonville, NC 28792 Telephone: 828-697-4949 Fax: Email: betsy.gerwig@usda.gov	Amin Davis, State & Local Projects Manager NC Division of Water Resources 1617 Mail Service Center Raleigh, NC 27699-1617 Telephone: 919-707-9132 Fax: Email: amin.davis@ncdenr.gov

Principal Investigator or Key Personnel
Caroline Wicker, Administrative Assistant Henderson County Soil & Conservation District 61 Triple Springs Road Hendersonville, NC 288792 Telephone: 828-697-4949 Email: cwicker@hendersoncountync.gov

- 15. Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
- 16. Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
 - b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
 - c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
- 17. Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
- 18. 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;

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

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Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

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

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

- 19. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- 20. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 21. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 22. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

HENDERSON COUNTY

By 
Grantee's Signature

Jonathan C. Wallin
Printed Name and Title

Henderson Soil & Water Conservation District
Organization

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

DocuSigned by:
By 
Signature of Department Head or Authorized Agent

Tommy Kirby, Purchasing Director
Printed Name and Title

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. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards,

agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

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

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

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

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

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

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

Indemnity

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

Default and Termination

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

Confidentiality

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

Oversight

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

Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

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

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

Miscellaneous

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

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

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

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

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

Care of Property: The Grantee agrees that it is be 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.

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

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

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

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

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

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

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

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

Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) 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 – State & Local Fall 2020 Guidelines

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

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

<http://www.ncleg.net/gascripts/Statutes/StatutesTOC.pl?Chapter=0143>

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

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

Application Deadlines: Applications are received throughout the year for two standard grant application cycles for all non-navigation projects listed below. The abbreviated fall 2020 application cycle ends at the close of business on December 31, 2020. The spring 2021 application cycle will begin January 1 and will end at the close of business on June 30, 2021. **Any complete application submittals that are not received by these dates may not be eligible for review and funding for this application review cycle.**

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

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

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

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

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

Application Submittal

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

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

The project narrative shall begin with a statement outlining the overall project scope (what is being proposed), followed by the project justification (why it is being proposed). For stream restoration projects, a brief description of how the proposed stream treatments will mitigate the documented stream impairments shall be included. **Information about proposed riparian buffers (minimum/maximum or average proposed widths) and stream crossings shall also be provided. For Preliminary Feasibility or Engineering Studies, a brief letter on the Applicant's official letterhead shall be provided that clearly**

states: 1.) the primary purpose and objective(s) of this Study, 2.) the Applicant's intention to implement an associated WRDG-eligible project resulting from this Study, and 3.) the estimated project implementation timeline after completion of this Study. **These studies may be used to more accurately determine project costs, benefits, or scale of development/implementation.**

The application budget will serve as the basis for the financial administration of the grant contract and reimbursement requests for projects that are awarded funding. Applicants shall list all sources of funding contributions (including federal and nonfederal funding) on the application's Budget Sheet to minimize the potential for duplicative funding for identical work activities associated with a single project. If a project includes, or may include other sources of grant funding, applicants are strongly encouraged to separate DWR-requested funding from other grant funding. This can be accomplished by not requesting matching funds from DWR for budget line items in which matching funds from other grants have been secured or may be applied for. For example, if grant funds have been secured, or are being requested for design services, then DWR funding should be requested for other budget categories besides design services. Costs associated with land acquisition are only reimbursable for eligible Water-Based Recreation projects. The costs associated with land acquisition or donation for non-Water-Based Recreation projects can designated as In-kind match for the project. **The complete application will be included in the DEQ contract documentation; therefore, it is very important that its contents are accurate and complete.**

II. Project Plan and Location Maps – A minimum of two scaled maps is required. The first map shall include the project footprint delineated on a USGS topographic quadrangle map, recent aerial photography, or other spatial reference data. 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 all project elements listed in the project narrative. This map shall be larger scale (zoomed in) to show greater detail within the immediate project area. **A conceptual plan at the 30% design stage is ideal but not required.**

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

1. Assume full obligation for payment of the balance of project costs.
2. Obtain all necessary state and federal environmental permits.
3. Comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
4. Supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction in accordance with approved plans and specifications.
5. Obtain appropriate easements, rights-of-way or suitable spoil disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
6. Assure that the project is open for use by the public on an equal basis with limited restrictions (if on public property).
7. Hold the state harmless for any damages that may result from the construction, operation, and maintenance of the project.
8. Accept responsibility for operation and long-term maintenance of the completed project.

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

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

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

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

Application submittal documents shall be emailed to amin.davis@ncdenr.gov by the close of business of the last day of the application cycle. **If an application is submitted by a non-governmental organization (non-profit, consultant, etc.) on behalf of an eligible unit of local government, a staff person of that eligible unit of local government must be copied on the email submittal and all subsequent application-related correspondence.**

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

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

Grant Application Review and Approval

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

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

Applicant Obligation – Environmental Permitting

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

Review Decisions

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

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

Projects Not Awarded Funding

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

Post Grant Funding Award

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

Contract Modifications

Any changes to the project's scope, budget or duration after a contract has been fully-executed will require the written approval from the DWR Grant Administrator and may also require a DEQ contract amendment. Any contract amendment requests shall be submitted electronically to

amin.davis@ncdenr.gov at least 45 days prior to the DEQ contract expiration date. Typical changes that require a contract modification are listed below.

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

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

Grant Reimbursements

The grant award amount is the maximum possible reimbursement amount. Only expenditures incurred after a fully-executed contract has been issued that are detailed in the contract budget and are considered eligible reimbursable expenses. Allowable expenditures are expenditures associated with the work performed for a specific invoicing cycle that are in accordance with the most recent version of the DWR-approved budget sheet and *Reimbursement Instructions* document (see Attachment 1). **Invoices or other supporting documentation such as another grant contract agreement, must be provided that support all contributions listed on the reimbursement tracking sheet submitted for each reimbursement request. Reimbursement requests can be submitted no more frequently than monthly but must be submitted at least every three months (quarterly).** DWR will normally pay the Grantee electronically or by mailed check within 30 days of receipt of a complete reimbursement payment request, provided the expenses are in accordance with the budget/contract, or as amended. **If the Grantee 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 the DWR Grant Administrator and receive approval of those changes from DWR and DEQ. Unapproved changes will not be eligible for state cost-sharing.**

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

Reimbursement requests shall include:

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

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

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

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

Requests For Additional Funding

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

- a narrative describing the circumstances/need for an increased funding award, summary of current project status 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 and to DWR's actual cost reimbursement policy. **DWR may not be able to grant requests for additional funding caused by inaccurate or incomplete information in the application or project budget provided by the Applicant or Co-Applicant.**

Project Close-Out

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

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

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

Attachment 1 - Grant Reimbursement InstructionsDEQ CONTRACT CW22129
ATTACHMENT B**Water Resources Development Grant Program****Reimbursement Request Instructions – State & Local/NRCS-EQIP**

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

Reimbursement Timeframes

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

Administrative Costs

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

In-Kind Contributions

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

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



Water Resources Development Grant Program

Land Acquisitions and Donations

Grant funding and reimbursements for land acquisitions are only eligible for water-based recreation projects. Reimbursements associated with In-kind land donations require copies of land valuation and transfer documentation such as: a current or recent certified appraisal, HUD Settlement Statement, conservation easement deed and official municipal GIS valuation showing the current property tax valuation assessed by the County Tax Assessor's Office.

Appraisals are required for land transfers if the total value of any given parcel exceeds \$100,000. The appraisal shall be performed by an independent certified appraiser acceptable to, and consistent with regulations and/or policies of the State Property Office. The value of land/easements can be used as In-Kind match if donated for the project, not property currently owned by the local government or with easements currently in place. Completion of a *Basis For Claimed Value of Land Donations* form is required for land donations.

Invoices and Supporting Documentation

Invoices or other supporting documentation such as Administrative/In-kind Statements of Time, another grant contract agreement or land transfer forms must be provided that support all contributions listed on the reimbursement tracking sheet submitted for each reimbursement request. **DWR requests that Adobe pdf copies of invoices be provided in the order they are listed in this spreadsheet to facilitate more efficient review and processing of reimbursement requests.** The total amounts of all invoices submitted should generally reflect the total project costs upon project completion.

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

Budget Changes

If any changes to the approved grant contract budget are necessary, the Grantee shall email a request in writing to the DWR Grant Administrator. If the budget changes are approved by DWR, an amendment to the existing DEQ contract will also be required. Unapproved changes may not be eligible for reimbursement.

Submission of Reimbursement Request

A complete reimbursement request submittal shall include the following documentation:

- 1) A Cover Memo/Letter signed and dated on the Grantee's official letterhead that lists:
 - a) DEQ Contract Number
 - b) total amount of the reimbursement request
 - c) actual cost (expenses) by approved budget categories
 - d) total amount spent on the project to date
- 2) Copies of all subcontractor invoices, WRDG Administrative/In-kind Statements of Time, or other documentation for materials, services and other project costs. Invoices shall include a brief description of the work performed for each budget category task.

DWR
Division of Water Resources **Water Resources Development Grant Program**

- 3) A completed *Reimbursement Tracking Summary* spreadsheet. Please use the *Nonfederal* sheet for projects that do not include any federal funding. Please use the *Federal* sheet if the project involves federal funding.

The reimbursement request and supporting documentation shall be emailed to:

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

Attachment 2 – Grant Reimbursement Example for 50/50 Match

Project Cost: \$100,000
Non-Federal Cost Share: \$50,000
DEQ Grant Award: \$50,000
DEQ 90% Reimbursement: \$45,000

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

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

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

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

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

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

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

DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2020

Instructions Sheet

DWR		DWR Water Resources Development Grant Application For State & Local and NRCS-EQIP Projects - Fall 2020 Cycle	
Please complete Checklist sheet and enter information into yellow cells in each labeled sheet listed below. Complete <i>In-Kind Budget Notes</i> for any budget item where an in-kind amount is listed.			
Contact Information			
Project Information			
Project Narrative			
Treatments			
Benefits & Evaluation Criteria			
Project Budget			
In-Kind Budget Notes			
NOTES & INSTRUCTIONS			
Applicants are strongly encouraged to read the <i>Fall 2020 Grant Guidelines</i> document that can be viewed and/or downloaded from the grant website below prior to completing 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 forms. Supplementary documentation (reports, photos, letters of support, etc.) are not required but can be provided as separate attachments via email. Additional documentation is required for Feasibility Studies & NRCS-EQIP Stream Restoration Projects. This application form will become part of the DEQ Contract documentation should a project be recommended for funding by DWR. Please make sure all information contained is accurate and complete.			
Applicant must be a unit of local government. Primary Contact is Applicant's representative responsible for project oversight and contract administration. Project Supporter is any additional organization or individual who has provided a Letter of Support for the project.			
Applicant or Primary Contact shall include a letter of support on official letterhead of any organization listed as a <i>Project Supporter</i> on the <i>Project Information</i> sheet.			
A scaled conceptual plan/map is required that should directly reflect the proposed locations of all project elements listed in the Project Narrative and Treatment sheets.			
The required <i>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.			
To Create Adobe PDF Document of this Application: File> Print> Select <i>Microsoft Print to PDF</i> or <i>Adobe PDF</i> under <i>Printer</i> - Select <i>Entire Workbook</i> under <i>Settings</i> > Print			
For additional information, please see Water Resources Development Grant website below or contact Grant Administrator Ann Davis at 919-707-9132 / amin.davis@ncdcmr.gov . https://deq.nc.gov/about/divisions/water-resources/water-resources-grants/financial-88881page			
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@ncdcmr.gov Any modifications to the content or formatting of this form without the prior consent of the DWR Grant Administrator are strictly prohibited.			

STATE & LOCAL PROJECTS		PROJECT CERTIFICATIONS	
<p>Included</p> <p><input type="checkbox"/> All Required Application Sheets Completed</p> <p><input type="checkbox"/> Scaled Conceptual Project Plan/Map</p> <p><input type="checkbox"/> Signed & Completed Official Resolution Form</p> <p><input type="checkbox"/> Signed & Completed No Conflict of Interest Form</p> <p><input type="checkbox"/> Basis For Claimed Value of Land Donations (For Land Donations Only)</p> <p><input type="checkbox"/> Land Transfer Documentation (For Land Acquisitions & Donations Only)</p> <p><input type="checkbox"/> Request For Payment of Appropriation Form (Special Appropriations Only)</p> <p><input type="checkbox"/> Supplemental Items (Not Required)</p> <p><input type="checkbox"/> Relevant Data, Reports, etc.</p> <p><input type="checkbox"/> Photos</p> <p><input type="checkbox"/> Multimedia (Videos, Drone Imagery, etc.)</p> <p>Please click all relevant check boxes above to indicate item is included</p>	<p>Required Items</p> <p>Excel File</p> <p>Pdf (preferred), Jpeg</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Jpeg</p> <p>Upload to Filesharing Website</p>	<p><input type="checkbox"/> Project includes other state or federal grant funding</p> <p><input type="checkbox"/> All sources of non-federal and federal matching funds have been listed on the Budget sheet</p> <p><input type="checkbox"/> Applicant has read the WFDG Fall 2020 Grant Guidelines document</p> <p><input type="checkbox"/> Project is NOT associated with an existing permit requirement or compensatory mitigation.</p> <p><input type="checkbox"/> NRCSE-EQIP Only: Project includes NC Land & Water Funding (formerly known as Clean Water Management Trust Funding)</p> <p>Please click all relevant check boxes above to indicate item has been addressed</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> N/A</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> No</p>
<p>Included</p> <p><input type="checkbox"/> All Required Application Sheets Completed</p> <p><input type="checkbox"/> Scaled Conceptual Project Plan/Map</p> <p><input type="checkbox"/> Signed & Completed Official Resolution Forms</p> <p><input type="checkbox"/> Signed & Completed No Conflict of Interest Certifications</p> <p><input type="checkbox"/> Signed & Completed Agency No Conflict of Interest Policies</p> <p><input type="checkbox"/> Signed & Completed Resolution Affirmation</p> <p><input type="checkbox"/> Signed NRCSE-CPA-1155 Conservation Plan or Schedule of Operations</p> <p><input type="checkbox"/> EQIP Eligible Practices Spreadsheet (If Non-Eligible Stream Practices)</p> <p>Please click all relevant check boxes above to indicate item is included</p>	<p>Required Items</p> <p>Excel File</p> <p>Pdf (preferred), Jpeg</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Excel File</p>	<p>NRCSE-EQIP STREAM RESTORATION PROJECTS</p>	

DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2020

Contact Information Sheet

WFDWG #/ID	Contact Name	Contact Type	Contact Agency	Contact Address	Contact City	Contact State Abbr	Contact Zip	Contact Phone	Contact Phone Ext	Contact Email	Notes
1088	Andrew C. Bramon, Chairman of the HCSWCD Board	Applicant	Henderson County Soil and Water Conservation District	61 Triple Springs Road	Hendersonville	NC	28792	828 697-4949	n/a	N/A	Email correspondence should be sent to: Betsy Gerwig and Caroline Wilder. Responsible for project contact.
1088	Betsy Gerwig, HCSWCD Engineer	Primary Contact/Contract Admin	Henderson County Soil and Water Conservation District	61 Triple Springs Road	Hendersonville	NC	28792	828 697-4949	n/a	betsy.gerwig@usda.gov	Responsible for project contact.
1088	Caroline Wilder, HCSWCD Administrative Assistant	Payment Contact	Henderson County Soil and Water Conservation District	61 Triple Springs Road	Hendersonville	NC	28792	828 697-4949	n/a	cwilder@hendersoncountync.gov	Responsible for contract administration & reimbursements.
1088	Bert Lomicks, Board Chair	Project Supporter	Mills River Partnership	4139 Haywood Road	Mills River	NC	28759	828 708-7388	n/a	azemil@wcpa.net	Responsible for reimbursement payments. Maria Moore is the executive director and primary contact.
1088	Kieran Rex, Executive Director	Project Supporter	Conserving Carolina	847 Cave Street	Hendersonville	NC	28792	828 697-5777	n/a	krcan@conservingcarolina.org	
1088	Jeff Donaldson, Chair & Hunter Marks, Vice Chair	Project Supporter	Henderson County Recreation Advisory Board	708 South Grove Street	Hendersonville	NC	28792	828 697-4884	n/a	recreation@hendersoncountync.gov	

Select Applicant for the eligible unit of local government with signatory authority who will sign Resolution & No Conflict of Interest Form. Select Primary Contact for Applicant's representative responsible for project oversight and management. Select Payment Contact for who reimbursements will be sent. Select Engineer/Consultant/ assessing Applicant with contract for any portion of project not implemented by local government staff. Select Project Supporter for any organization or individual who has provided a letter of support for the project.

Information is not required here but supplementary information about any Contact can be entered below. If non-governmental organization (Engineer/Consultant/Non-Profit) will serve role as Primary Contact for Applicant, Please indicate here.

Phone Extension (If Applicable)

State Abbreviation

DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2020

Project Narrative Sheet

<p>One or two sentence Project Scope of DWR Funding Request. Ex: Stabilize/restore 2,500 linear feet and plant 5 acres of riparian area along Little Creek. Construction of a bioretention cell to treat ~ 1.5 acres of stormwater runoff originating from ABC Plaza. Construction of 5,000 linear feet of greenway along Little River.</p>	<p>Brief description of the overall Project Scope (what's being proposed) & justification (why it's being proposed). For stream restoration & water management projects, justification should briefly state what the impairment 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; maps should also reflect phasing. Additional supplementary documentation (i.e., maps, conceptual plans, reports, photos, etc.) should reflect phasing, if applicable, and shall be provided as separate attachments via email.</p>
<p>WRDPG_Pj_ID</p> <p>1088</p>	<p>Project_Scope_Brief</p> <p>Restoration of 2,000 feet of Lewis Creek will include the construction a low floodplain, stable sloped banks, a riparian buffer, and an educational access point on the Center's Property. In-stream structures, such as a tow wood and log vanes, will be part of the design to realign the stream.</p>
<p>Project_Scope_Overall</p> <p>The Edneyville Community Center (Center) is a part of the Henderson County park system and the eastern property line borders Lewis Creek. The creek was straightened long ago and is now entrenched and disconnected from its floodplain. Large storm events have scoured the banks removing vegetation, soil, and part of the existing walking trail. This project will stabilize approximately 2,000 feet of streambank on the Center's side by using natural stream channel design methodology to improve the overall health of the stream. The restoration will include the construction of a low floodplain, sloped banks, a riparian buffer, in stream structures, a new walking trail, and an educational access point. This will reduce sediment deposition into the stream channel while also stabilizing the bank. Stream flow will be centered in the channel and aquatic and terrestrial habitat will be established. Native vegetation will be established within the riparian buffer to protect the stream bank and to provide food and habitat for local wildlife. The walking trail will be restored along the boundary of the riparian buffer to encourage local residents to exercise and enjoy nature. An educational access point will provide opportunities to teach the public about healthy stream systems, natural channel design, and ecological sampling methods. Local schools will be able to utilize the site to provide STEM hands on learning lessons. This will be the first of its kind in eastern Henderson County.</p>	<p>Existing_Conditions</p> <p>In 2018 and 2019, numerous large storm events occurred in the area. One storm dumped approximately 5 inches of rain onto the watershed. As a result, a large section of bank was scoured taking out part of the walking trail. Approximately, 4,500 cubic feet of soil was lost into Lewis Creek from this event. The Creek is entrenched and much of the vegetation on the vertical banks have been removed, exposing bare soil which continues to erode. Conservatively, 2,000 to 5,000 cubic feet of soil is being lost annually. The stream is bordered by private landowners on the east where most of the property is used to grow row crops. Edneyville Community Center Park is on the west side with a walking trail and activity fields.</p>

DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2020

Treatments Sheet

WRDPG_Pj_ID	Treatment Type	Treatment Length/Area	Latitude_DD	Longitude_DD	Notes
1088	Stream Restoration (lf)	2000.00	35.38394	-82.35723	A low floodplain and sloped banks will be constructed on Center's side of Lewis Creek. In-stream structures will be used to adjust the stream flow. Banks will be sloped to a 3:1 slope above the low floodplain. Native vegetation will be installed on the slope.
1088	Riparian Buffer Plantings/Restoration (acres)	1.50	35.38394	-82.35723	At a minimum, a 30 ft wide riparian buffer will be established along the length of the Center's side of Lewis Creek.
1088	Stream Debris Removal (lf)	2000.00	35.38394	-82.35723	Removal of fallen trees and other debris will be removed prior to land shaping activities.
1088	Other Recreational Structure (sq ft)	1000.00	35.38394	-82.35723	A stream access point will be established for educational purposes on one side of stream. Native grasses will be established in this area.
1088	Other Recreational Structure (sq ft)	6000.00	35.38394	-82.35723	Install a new walking path along the boundary of the riparian buffer. 3ft wide min. by 2000 ft long.
1088	Other Recreational Structure (sq ft)	100.00	35.38394	-82.35723	Install education panels/signs detailing project, stream design, and continued monitoring.

Eligible Purpose	Treatment Type	Description	Latitude/Longitude	Guidelines
All	Feasibility/Engineering Study	Enter units for the type of Eligible Purpose and/or Other Treatment Type study is supporting	approximate center of project area	Must be for subsequent implementation of an eligible project. Per NC Administrative Code. In the case of a local government water resources project where the department thinks a preliminary feasibility study or engineering study is necessary to more accurately determine project costs and/or benefits and/or scale of development, the department may provide up to 50% state funding of such studies. A letter from the Applicant shall be included with the application submittal indicating the proposed project implementation timeline from completion of the feasibility study.
Stream Restoration	Aquatic Passage Improvement	Length of stream made accessible to upstream aquatic life passage by dam or barrier removal (lf)	downstream extent of project	Removal of culvert pipes, bords/hardened crossings, etc.
Stream Restoration	Dam Removal	Length of stream made accessible to upstream aquatic life passage by dam removal (miles)	downstream extent of project	Under 'Notes' above please indicate proposed removal method (partial breach, complete removal, etc.). If additional stream restoration proposed please list Stream Restoration as a separate Treatment above
Stream Restoration	Living Shoreline Stabilization	Length of shoreline stabilized (Linear feet)	downstream extent of project	Under 'Notes' above please list approximate square footage of entire living shoreline area stabilized. See https://www.livingshorelineacademy.org/ for what constitutes a living shoreline
Stream Restoration	Riparian Buffer	Area of riparian buffer restored or planted (Acres)	approximate centroid of continuous buffer area	Under 'Notes' above please include the calculation used to estimate this acreage. Ex average buffer width (n feet) X length (linear feet)
Stream Restoration	Stream Crossings	Length of stream crossing (Linear feet)	downstream outlet/extent of structure	Under 'Notes' above please indicate type of structure proposed (bridge, culvert pipe, hardened ford, etc.) and status (new or replacement) for each crossing
Stream Restoration	Stream Restoration/Stabilization	Length of stream that is being restored or stabilized (Linear feet)	downstream extent of project	Restoration or stabilization using bioengineered or natural channel design methodologies. Please select 'Stream Restoration' or 'Streambank Stabilization' but not both along parallel reaches of streambank. Individual instream structures do not need to be listed as a treatment except for instream crossings
Water-Based Recreation	Land Acquisition	Area of land being acquired to support water-based recreation (Acres)	approximate center of parcel or project area	Land acquisition and facility development for water-based recreation sites operated by local governments
Water-Based Recreation	Recreational Facilities	Area of recreational structure constructed (Square feet)	approximate centroid of structure	Dock/Pier, Parking Lot, Watercraft Access Structure, etc.
Water-Based Recreation	Trail Constructed	Length of recreational trail constructed (Linear feet)	start of trail	Under 'Treat_LandArea' provide proposed trail width (in feet). Under 'Notes' enter proposed trail surface (asphalt, natural surface, gravel, screenings, combo, etc.)
Water Management	Stormwater Control Measure	Drainage area treated by the stormwater control measure (Square Feet)	location of SCM Outlet/Outlet	For rooftop treatments such as cisterns/water harvesting, downspout disconnections, green roofs, treatment area is total rooftop area treated
Water Management	Wetland Treatments	Area of jurisdictional wetland being restored or enhanced (Acres)	approximate centroid of wetland boundary	Wetland restoration/enhancement of natural wetlands. If applicable, each water-control structure would be listed as a separate treatment

WDRG #/ID	Project Description	Benefit Evaluation Criteria	Project Description	Benefit Evaluation Criteria
008	<p>Project Description: The project will restore the water quality and quantity of the Little River watershed. The project will include the installation of a water treatment facility, the construction of a water storage tank, and the installation of a water distribution system. The project will also include the installation of a water metering system and the installation of a water conservation program. The project will be completed by the end of 2022.</p> <p>Benefit Evaluation Criteria: The project will provide multiple economic benefits, including the creation of jobs, the improvement of water quality, and the reduction of water consumption. The project will also provide multiple social benefits, including the improvement of public health and the reduction of water consumption. The project will also provide multiple environmental benefits, including the improvement of water quality and the reduction of water consumption.</p>	<p>Project Description: The project will restore the water quality and quantity of the Little River watershed. The project will include the installation of a water treatment facility, the construction of a water storage tank, and the installation of a water distribution system. The project will also include the installation of a water metering system and the installation of a water conservation program. The project will be completed by the end of 2022.</p> <p>Benefit Evaluation Criteria: The project will provide multiple economic benefits, including the creation of jobs, the improvement of water quality, and the reduction of water consumption. The project will also provide multiple social benefits, including the improvement of public health and the reduction of water consumption. The project will also provide multiple environmental benefits, including the improvement of water quality and the reduction of water consumption.</p>		
	<p>Project Description: The project will restore the water quality and quantity of the Little River watershed. The project will include the installation of a water treatment facility, the construction of a water storage tank, and the installation of a water distribution system. The project will also include the installation of a water metering system and the installation of a water conservation program. The project will be completed by the end of 2022.</p> <p>Benefit Evaluation Criteria: The project will provide multiple economic benefits, including the creation of jobs, the improvement of water quality, and the reduction of water consumption. The project will also provide multiple social benefits, including the improvement of public health and the reduction of water consumption. The project will also provide multiple environmental benefits, including the improvement of water quality and the reduction of water consumption.</p>	<p>Project Description: The project will restore the water quality and quantity of the Little River watershed. The project will include the installation of a water treatment facility, the construction of a water storage tank, and the installation of a water distribution system. The project will also include the installation of a water metering system and the installation of a water conservation program. The project will be completed by the end of 2022.</p> <p>Benefit Evaluation Criteria: The project will provide multiple economic benefits, including the creation of jobs, the improvement of water quality, and the reduction of water consumption. The project will also provide multiple social benefits, including the improvement of public health and the reduction of water consumption. The project will also provide multiple environmental benefits, including the improvement of water quality and the reduction of water consumption.</p>		
	<p>Project Description: The project will restore the water quality and quantity of the Little River watershed. The project will include the installation of a water treatment facility, the construction of a water storage tank, and the installation of a water distribution system. The project will also include the installation of a water metering system and the installation of a water conservation program. The project will be completed by the end of 2022.</p> <p>Benefit Evaluation Criteria: The project will provide multiple economic benefits, including the creation of jobs, the improvement of water quality, and the reduction of water consumption. The project will also provide multiple social benefits, including the improvement of public health and the reduction of water consumption. The project will also provide multiple environmental benefits, including the improvement of water quality and the reduction of water consumption.</p>	<p>Project Description: The project will restore the water quality and quantity of the Little River watershed. The project will include the installation of a water treatment facility, the construction of a water storage tank, and the installation of a water distribution system. The project will also include the installation of a water metering system and the installation of a water conservation program. The project will be completed by the end of 2022.</p> <p>Benefit Evaluation Criteria: The project will provide multiple economic benefits, including the creation of jobs, the improvement of water quality, and the reduction of water consumption. The project will also provide multiple social benefits, including the improvement of public health and the reduction of water consumption. The project will also provide multiple environmental benefits, including the improvement of water quality and the reduction of water consumption.</p>		

DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2020

Budget Sheet

Edneyville Community Center Stream Restoration Project on Lewis Creek

12/21/2020

Project Name:

Date:

	DWR	Local Match	Other Non-Federal Match	Federal Contribution	Local + Other Non-Federal Match Total	Category Total
2.5% Administration	Cash In-kind	8,000.00			\$0.00	\$0.00
	In-kind				\$8,000.00	\$8,000.00
18.5% Design	Cash In-kind	60,000.00			\$0.00	\$60,000.00
	In-kind				\$0.00	\$0.00
5.6% Permitting	Cash In-kind	18,000.00			\$18,000.00	\$18,000.00
	In-kind				\$0.00	\$0.00
0.0% Survey	Cash In-kind				\$0.00	\$0.00
	In-kind				\$0.00	\$0.00
16.8% Construction Materials	Cash In-kind				\$0.00	\$54,500.00
	In-kind				\$0.00	\$0.00
1.9% Plant Materials	Cash In-kind				\$0.00	\$6,000.00
	In-kind				\$0.00	\$0.00
3.7% Construction Oversight	Cash In-kind		12,000.00		\$12,000.00	\$12,000.00
	In-kind				\$0.00	\$0.00
48.8% Construction	Cash In-kind			150,000.00	\$0.00	\$158,000.00
	In-kind				\$0.00	\$0.00
1.4% Education	Cash In-kind	4,500.00			\$0.00	\$0.00
	In-kind				\$4,500.00	\$4,500.00
0.8% Monitoring	Cash In-kind	2,500.00			\$0.00	\$0.00
	In-kind				\$2,500.00	\$2,500.00
0.0% Land	Cash In-kind				\$0.00	\$0.00
	In-kind				\$0.00	\$0.00
Cash Sub-total		\$0.00	\$90,000.00	\$150,000.00	\$90,000.00	\$308,500.00
In-kind Sub-total		\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
Total		\$15,000.00	\$90,000.00	\$150,000.00	\$105,000.00	\$323,500.00

DWR Total =	\$68,500.00
DWR Match % =	21.17%

Local + Non-Fed Total =	\$105,000.00
Local + Non-Fed Match % =	32.46%

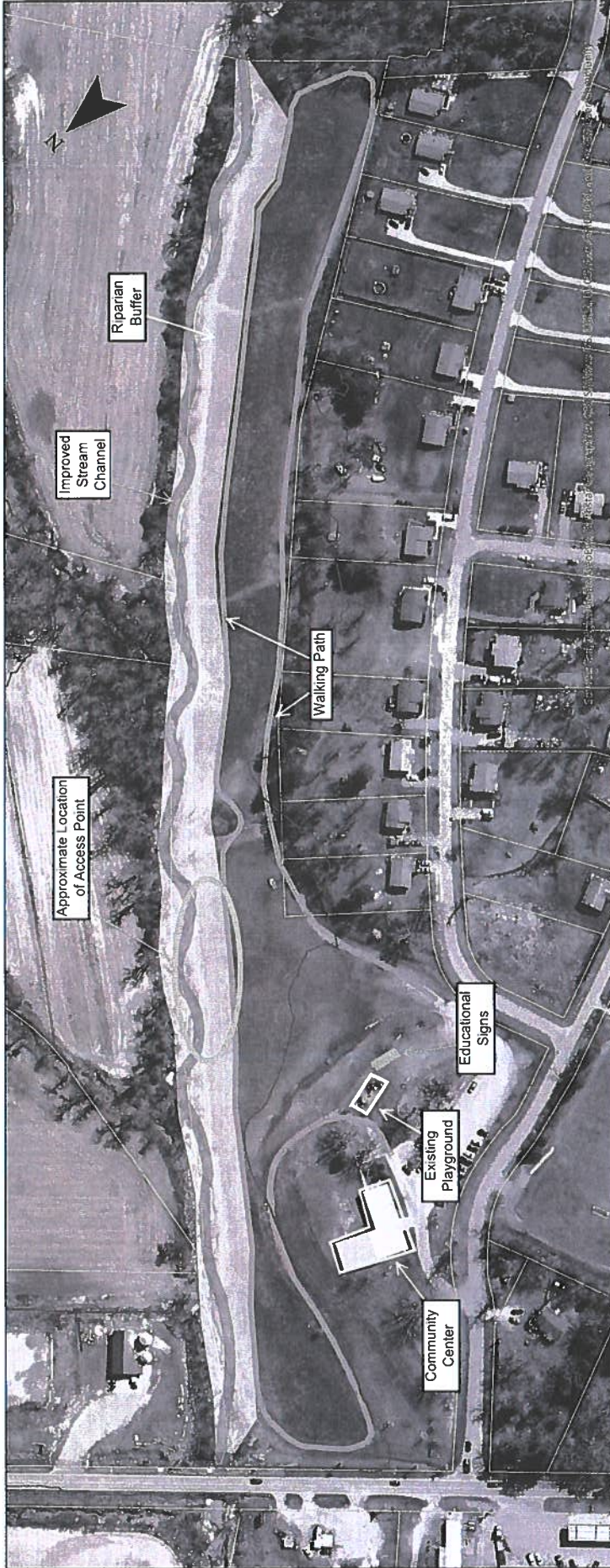
Non-Federal % =	53.63%
Federal % =	46.37%

DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2020

In-Kind Budget Notes

Provided by Grant Administrator WRDPG_Pri_ID	Category	Guidelines	In-Kind Description
1088	Administration	<p>Enter estimated labor rates here (Rate x Hours). Eligible administration costs include the direct labor costs associated with progress reporting, reimbursement requests, and project scope, budget and schedule management.</p> <p>Costs not eligible for reimbursement include sales tax, audits, direct phone costs, direct postage costs, grant recipient's overhead (indirect) cost, including, rent, utilities, insurance costs, facility costs, general office, general phone and general postage costs.</p> <p>Enter estimated labor rates here (Rate x Hours).</p> <p>Enter estimated labor rates here (Rate x Hours).</p> <p>Enter estimated labor rates here (Rate x Hours).</p> <p>Project signage is an eligible expense.</p>	<p>Duties for Administration include the following: budget management, progress reporting, reimbursement requests, notifications, vendor contact, publications, and website maintenance. Admin: \$50/hr. Est 160 hrs over three years.</p>
1088	Design Permitting Survey Construction Materials Plant Materials Construction Oversight	<p>Enter estimated labor rates here (Rate x Hours).</p> <p>See 'In-kind Equipment/Materials' sheet under Reimbursement Instructions link on WRDG website.</p> <p>Enter estimated labor rates here (Rate x Hours). Providing tours, signage, etc. See https://www.independentsector.org/resource/the-value-of-volunteer-time/ to assist with estimating value of volunteer labor.</p>	<p>Educational posters and teaching materials will be developed for use at the site. Classes will also be taught at the stream access point. Coordinator: \$120/hr; Technician: \$80/hr. An estimated 200 volunteer hours is expected over three years. Volunteer: \$10/hr.</p>
1088	Monitoring	<p>Effectiveness monitoring to demonstrate ecological uplift or other project success criteria (water quality, vegetative survival, etc.)</p> <p>Provide copies of land valuation and transfer documentation with application submittal such as: a current certified appraisal, HUD Settlement Statement, conservation easement deed or official municipal GIS valuation showing the current property tax valuation assessed by the County Tax Assessor's Office.</p> <p>Appraisals are required for land transfers if the total value of any given parcel exceeds \$100,000. The appraisal shall be performed by an independent certified appraiser acceptable to, and consistent with regulations and/or policies of the State Property Office (SPO).</p> <p>The value of land/easements can be used as In-Kind match if donated for the project, not property currently owned by the local government or with easements currently in place. Completion of a Basis For Claimed Value of Land Donations form is required for donations.</p>	<p>As part of the educational signage, water quality and aquatic life will be periodically monitored. A database will be established to track data collected and access will be made available on website. Ed. Coordinator: \$120/hr; Technician: \$80/hr. Est 30 hrs over three years.</p>

DEQ CONTRACT CW22129
ATTACHMENT C



NOTES:

- Yellow shaded zone will be vegetated riparian buffer on low floodplain.
- Gray walking trail will be up on terrace outside buffer.
- Stream access point will be added for education programs. Location not determined yet.
- In-stream structures will include log vanes and wood toe revetments for habitat complexity.



Conceptual Stream Restoration Plan



**Lewis Creek
Edneyville Community Center
Henderson County, North Carolina**

Project Summary

Project Name: Edneyville Community Center Stream Restoration Project on Lewis Creek

Project Location:

Address: 5 Ida Rogers Rd, Edneyville NC, Henderson County
Latitude: 35.382925°, Longitude: -82.356884°
Stream: Lewis Creek in the French Broad River Basin

Project goals and objectives:

The goal of this project is to stabilize approximately 2,000 feet of streambank along Lewis Creek by using natural stream channel design methodology. The main objectives for this project are:

1. Develop a well-defined floodplain for the stream to access during storm events.
2. Establish a riparian buffer of native plants to protect the stream banks.
3. Create an educational access point to educate the public on natural stream design and healthy stream systems with the completion of this project.

The objectives of this project are to repair a degraded stream, reduce the sediment load entering the stream system, establish a native vegetation buffer to encourage greater biodiversity of plants and animals, and provide habitat and food for both aquatic and terrestrial wildlife through the restoration of Lewis Creek on the Edneyville Community Center property.

Environmental benefits:

Upon completion of this project, the environmental benefits will be:

1. Reduction of sediment entering Lewis Creek from the project site
2. Increase in width of a riparian buffer
3. Increase in food and habitat for wildlife, both aquatic and terrestrial
4. Provision of an outdoor STEM learning lab location for local schools and the Center
5. Improved resilience of the stream system to withstand large storm events

Project Description:

The Edneyville Community Center (Center) is a part of the Henderson County park system and has a small meeting center, playground, a few activity fields, and a walking trail. This park serves the rural communities in eastern Henderson County, such as Edneyville, Dana, and Fruitland. The eastern property line of the Center borders Lewis Creek, which runs approximately 2,000 feet in length. The creek was straightened long ago, which has resulted in an entrenched stream that is now disconnected from a floodplain. Lewis Creek is listed on the EPA "303(d) List" for impaired waters.

In 2018 and 2019, numerous large storm events occurred in the Lewis Creek watershed, which is about 4.6 square miles. One of the largest storms occurred at the end of December of 2018 and dumped approximately 5 inches of rain onto the watershed. As a result, a large section of bank was scoured and nearly 4,500 cubic feet of soil was lost. Flood waters rose over 8 feet high out of the channel, deposited sediment onto the grass, moved foot bridges and damaged a portion of the walking path. Since that event, the scour area has grown and continued to deposit sediment into Lewis Creek. Much of the vegetation on the vertical bank has been removed, exposing bare soil.

Therefore, each passing storm erodes more soil from the 2,000 feet of bank along the Center's property. Conservatively, 2,000 to 5,000 cubic feet of soil is lost annually. The community recognizes the need to properly stabilize the streambank along Lewis Creek.

This stream restoration project will repair the damage to the streambank on the Center's side of Lewis Creek and improve the overall health of the stream. The restoration will include the construction of a low floodplain, riparian buffer, in-stream structures, a new walking trail, and an educational access point. A floodplain will be established at a height that can be accessed in smaller storms so sediment and debris from upstream can be deposited on the floodplain and not within the stream channel. The bank beyond the floodplain will be sloped to a walkable slope which is easier for vegetation establishment to occur. Much of the existing buffer has been removed due to erosion and the remaining grass is a poor barrier to erosive forces. A riparian buffer of native plants will be established beyond the floodplain to protect and stabilize the sloped bank. The buffer will also provide habitat and food for terrestrial animals and provide easier access to the stream for those animals. Native pollinator plants will also be installed to increase food sources for native pollinators and to provide another educational tool for local residents. A new walking trail will be installed along the upper boundary of the riparian buffer providing increased access and opportunities for Henderson County residents to exercise.

To correct the alignment of the stream, several in-stream structures, such as log vanes and toe wood, will be needed. The log vane structures will aid in keeping the flow centered in the stream channel. The toe wood will protect the banks at and below the water level and will provide fish habitat. Only minor modification of the other side will be done when in-stream structures are installed. The design for the new streambank will include the creation of an access point for educational purposes. The access point will allow students the ability to get into the stream and learn to collect scientific data such as water quality, to identify macroinvertebrates, and to assess the health of the stream. Upon completion of the project, the site will be used for educational events to teach the public about healthy stream systems, natural stream design, and ecological sampling methods.

This project will serve the residents and schools in and around the Edneyville, Fruitland, Dana, and Hendersonville communities located east of Interstate I-26 in Henderson County. Six schools will benefit directly from the educational access point: four elementary schools, one middle school, and one high school. These schools will have a location nearby to conduct STEM learning lessons on water quality testing, habitat improvement, native vegetation, and stream design. HCSWCD provides free science-based educational services to schools, teachers, and residents. Lessons focus on a variety of soil and water educational topics that meet state education standards for all grades, including conservation, soils, watersheds, wetlands, water quality and ecosystems.

HCSWCD hosts an annual "Kids in the Creek" event for all the 8th grade students at Rugby Middle School, where students get the opportunity to search for macroinvertebrates in a stream, test the quality of the water in that stream, learn about recycling and the water cycle, and learn how to conserve our natural resources. Upon completion of this project, HCSWCD plans to offer similar lessons and events to schools near Lewis Creek now that access to a stream is available. Additionally, events for the general public are also planned to teach about native vegetation, pollinators, stream restoration, and wildlife viewing. Educational signs will also be installed to provide information on the

project, wildlife, native plants, and stream restoration. A website will be developed to document the data collected at the site by students and other members of the community.

This site is located just downstream of a stream restoration completed about eight years ago by a local non-profit organization, Conserving Carolina (formerly known as "Carolina Mountain Land Conservancy"). With the completion of this project, nearly 3,500 feet of stream bank on Lewis Creek will have been restored. Additionally, an extension of the walking path is being considered to join the two projects, which would increase exercise and wildlife viewing potential.

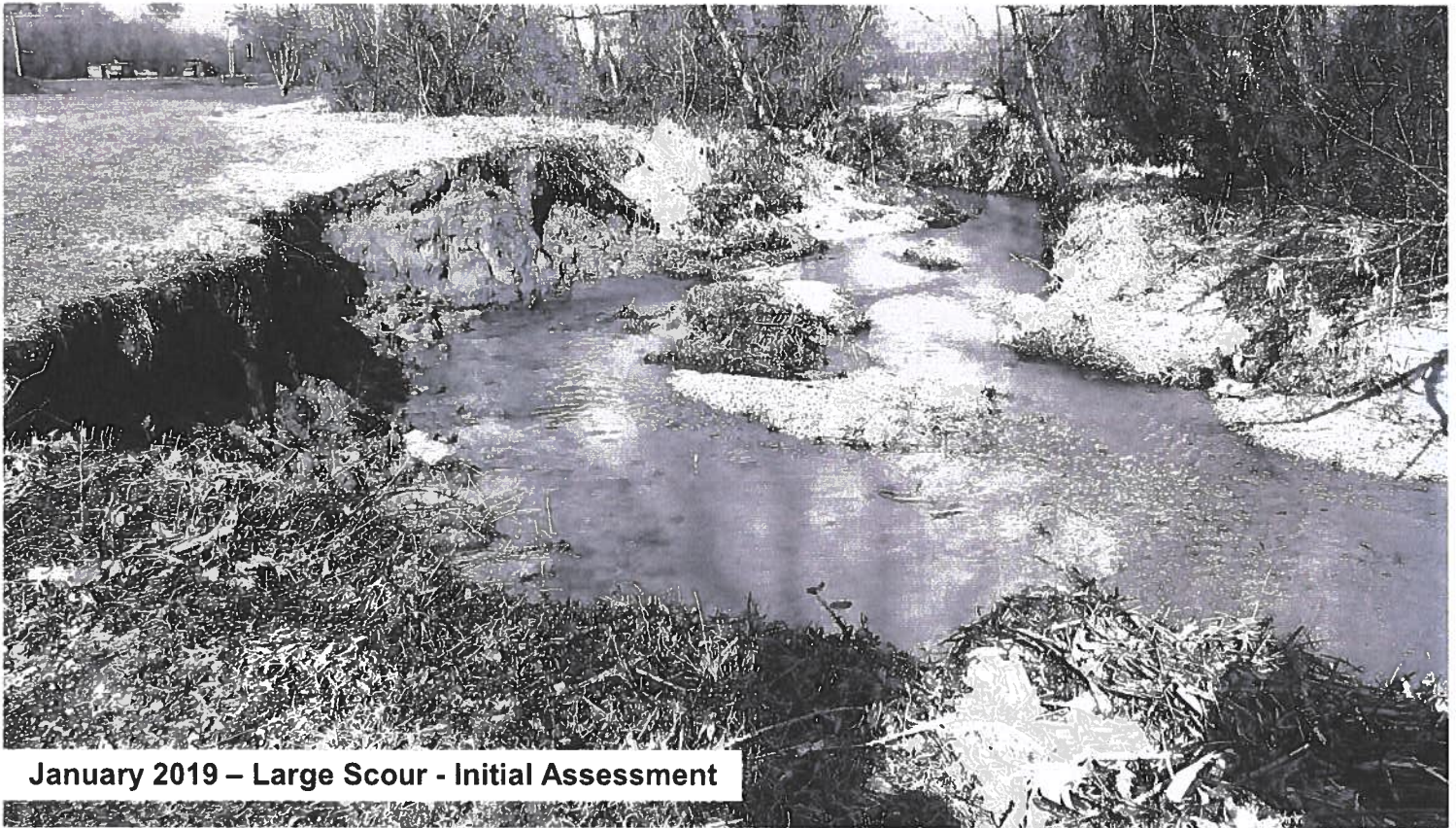
The desired outcomes are the establishment of a well-defined floodplain, a diverse ecosystem through development of a riparian buffer of native vegetation, and an access point to the stream for educational purposes. The Edneyville Community Center was developed by residents, who continue to support its use. Any improvements made to the property will provide value to the residents and an added resource for local schools. The community is committed to maintaining the integrity of the Center.

Edneyville Community Center Stream Restoration Project on Lewis Creek

Photos of the conditions at the project site from January 2019 through December 2020.



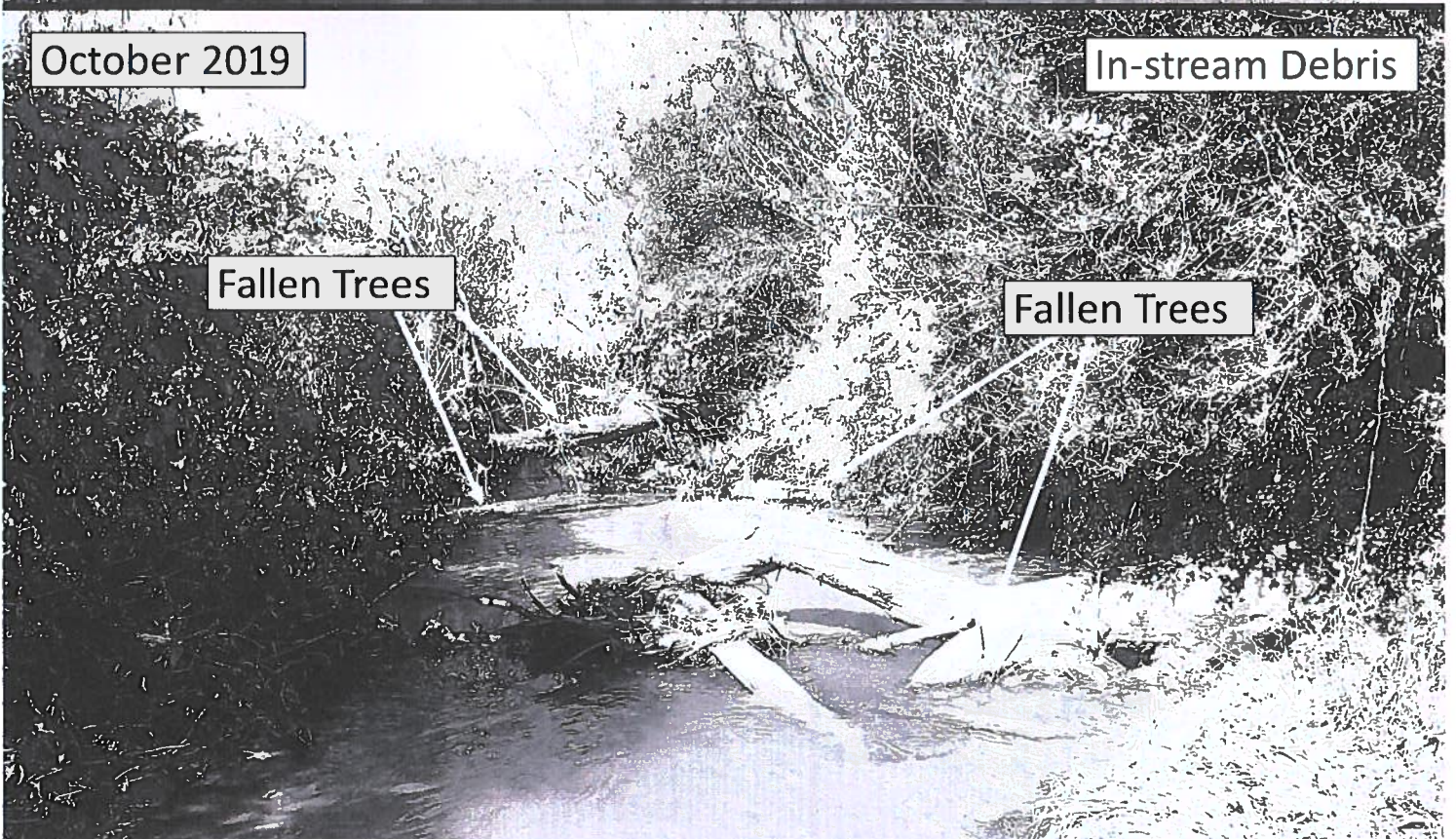
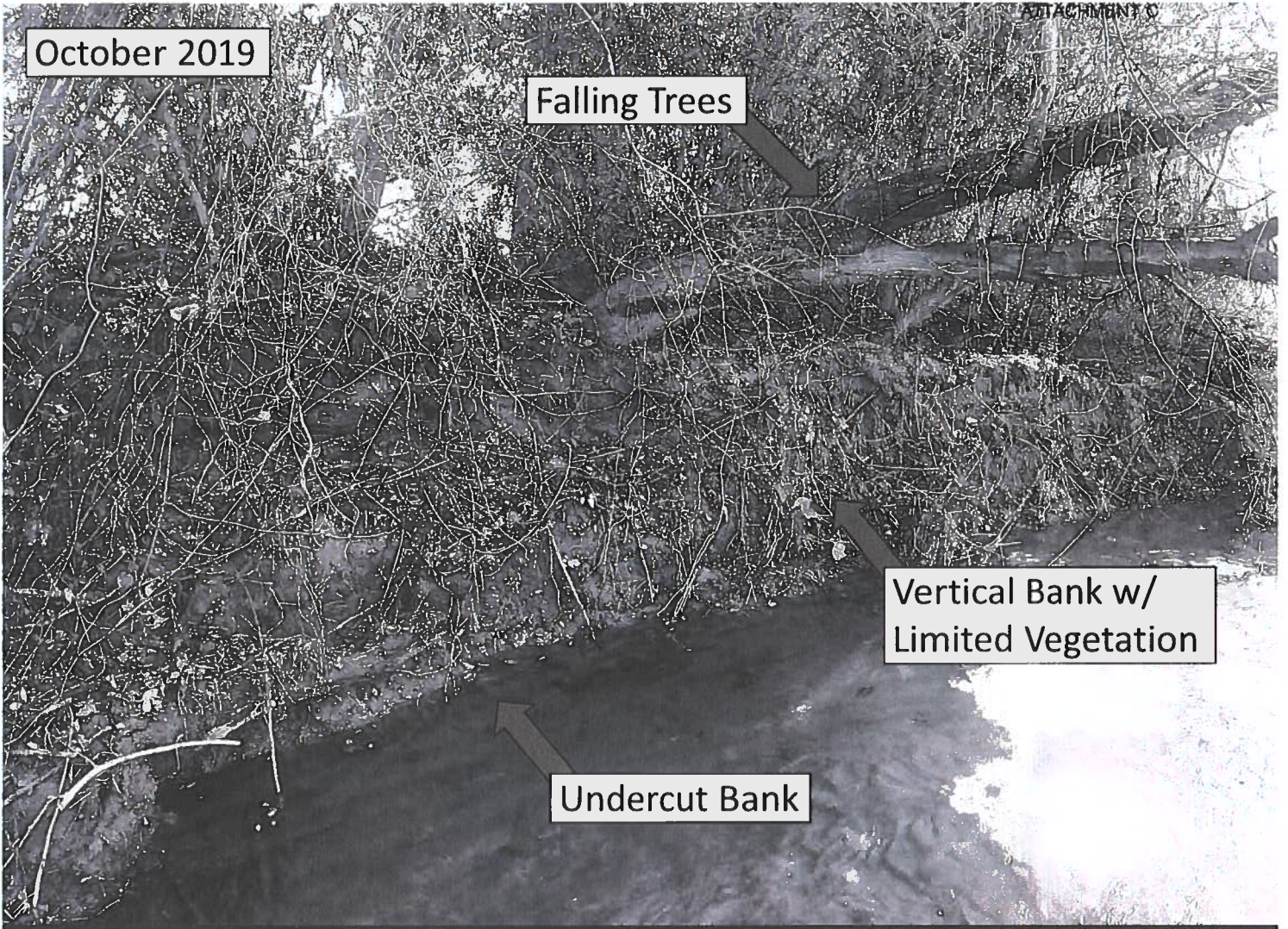
October 2019 – Large Scour Area



January 2019 – Large Scour - Initial Assessment



December 2020 – Current Condition of Large Scour





January 2019

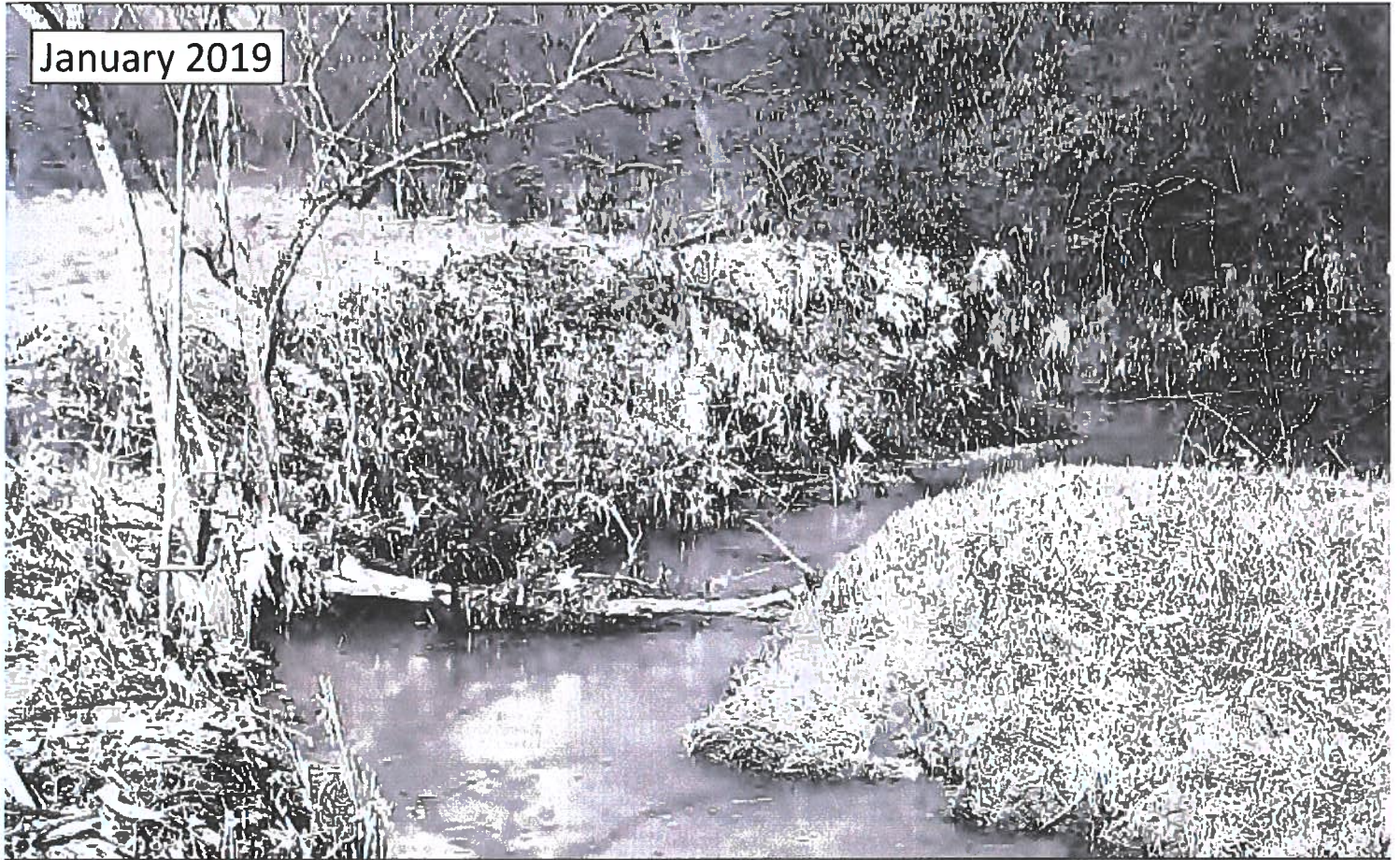


December 2020



December 2020

Sand Deposits



REFERENCE PROJECT: Reedy Patch Creek, Henderson County, NC
Similar size stream to Lewis Creek with vertical banks.
Left: Incised channel with eroding banks, April 2020
Right: Re-vegetation of floodplain following construction, August 2020



REFERENCE PROJECT: Rugby Middle School, Henderson County, NC
Development of a riparian buffer. Expect the buffer at site to look similar as the vegetation grows.



Possible Access Area Options: Sloped bank or a stepped bank with grass and sedge plantings. No woody vegetation would be planted in this area. Location of access point has not been determined.



Restoration site upstream of project location (Google Earth Nov 2013)



Henderson County Parks & Recreation Advisory Board
708 South Grove Street
Hendersonville, NC 28792
Recreation@hendersoncountync.gov

December 9, 2020

Project Name: Edneyville Community Center Stream Restoration Project on Lewis Creek

Dear Sirs/Madams:

Henderson County is working with our local Soil and Water Conservation District on funding for the Edneyville Community Center Stream Restoration Project. The Henderson County Recreation Advisory Board unanimously supports this effort. We write to request your favorable consideration of the Soil and Water Conservation District's DWR Water Resources Development grant application.

Large rain events in 2018 and 2019 caused extensive bank erosion and deposited significant amounts of sediment into Lewis Creek. The goal of this project is to stabilize the streambanks by using natural stream channel design methodology. The restoration will include the construction of a floodplain, riparian buffer, in-stream structures, such as toe wood and log vanes, an education access point, and a new walking trail. In addition, native pollinator plants and educational signs will be installed. DWR funding will be used 1) construction activities of items mentioned above, 2) construction materials required to complete a stable stream channel including native pollinator plants, and 3) educational signs. Additional funding for the design and permitting phase and a portion of the construction costs has already been awarded.

We look forward to the long term educational opportunities for local schools and the public that this stream restoration project will provide. Thank you again for your consideration of support and funding for this important project.

Sincerely,



Jeff Donaldson, Chair

Henderson County Recreation Advisory Board

Hunter Marks

Hunter Marks, Vice-Chair

Henderson County Recreation Advisory Board



December 18, 2020

Amin Davis, Manager
Water Resources Development Grant Program
NCDEQ, Division of Water Resources
MSC 1611
Raleigh, NC 27699

Dear Mr. Davis,

I am writing to express my support for the grant request from the Henderson County Soil and Water Conservation District for the Edneyville Community Center Stream Restoration Project. Conserving Carolina is a partner with the Henderson County SWCD on numerous water quality improvement projects around the County. Our organization owns a tract of land a very short ways upstream from the Edneyville Community Center that we restored with the cooperation of the NC Environmental Enhancement Program in 2011 (see <https://bit.ly/2WsdAQr>).

We feel that the extra protection and enhancement offered by the proposed project on the Edneyville Community Center will add substantial further improvement to water quality and aquatic habitat in this important tributary within the Mud Creek watershed, which is on the 303 (d) list of impaired waters.

Many thanks for your consideration of support and funding from the NC Water Resources Development Grant program for this important project.

Sincerely,

Kieran Roe
Executive Director



Friday, May 22, 2020

To whom it may concern,

Mills River Partnership is a 501C3 that works in the Mills River watershed in Henderson County to protect and improve water quality in the Mills River. We partner with the Henderson County Soil and Water Conservation District for engineering, design, and consulting on most of our agriculture best management practices and stream restoration projects. The Henderson SWCD is a trusted entity in the county and have proven success on previous stream restorations. They have expertise and certifications in natural stream design methodology and engineering. Mills River Partnership has found the Henderson SWCD to be professional and competent and we highly recommend them for funding of this important project that will stop severe erosion on Lewis Creek and offer numerous education opportunities for the public and all who use the Edneyville Community Center.

Sincerely,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

Bert Lemkes, Board Chairman
Mills River Partnership

Resolution– Water Resources Development Grant

WHEREAS, the Henderson County Soil and Water Conservation District desires to sponsor, Edneyville Community Center and Stream Restoration Project on Lewis Creek, which will restore 2,000 linear feet of streambank by incorporating a bankful bench, native vegetation, and an educational access point.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Council/Board requests the State of North Carolina to provide financial assistance to Henderson County Soil and Water Conservation District for Edneyville Community Center and Stream Restoration Project on Lewis Creek in the amount of \$ 68,500 or 50 percent of project construction cost, whichever is the lesser amount;
- 2) The Council/Board assumes full obligation for payment of the balance of project costs;
- 3) The Council/Board will obtain all necessary State and Federal permits;
- 4) The Council/Board will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) The Council/Board will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) The Council/Board will obtain suitable spoil disposal areas as needed and all other easements or rights-of-way that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) The Council/Board will assure that the project is open for use by the public on an equal basis with no restrictions;
- 8) The Council/Board will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) The Council/Board accepts responsibility for the operation and maintenance of the completed project.

Adopted by the Henderson County Soil and Water Conservation District this 14 day of December 2020.



Clerk to the Board



Chairman of the Board

DWR Water Resources Development Grant Program

No Conflict of Interest Certification

Henderson County Soil and Water Conservation District 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 Edneyville Community Center and Stream Restoration Project on Lewis Creek 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 Edneyville Community Center and Stream Restoration Project on Lewis Creek 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 Soil and Water Conservation District 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: Andrew C. Brannon

Signature: Andrew C Brannon

Title: Chairman, HCSWCD Board

Date: December 14, 2020

Henderson County Soil & Water Conservation District
61 Triple Springs Road
Hendersonville, NC 28792
(828) 697-4949
<http://hendersoncountync.gov/soilwater>



HENDERSON COUNTY ETHICS CODE

Section 1. Declaration of Policy

(a) The Proper Operation of democratic government requires that public officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made publicly; that public offices not be used for personal gain; and that the public maintain confidence in the integrity of its government.

(b) In recognition of these goals, a code of ethics for Henderson County officials is hereby adopted. The purpose of this policy statement is to set forth guidelines for ethical standards of conduct for all such officials by setting forth acts or actions that are incompatible with the best interests of Henderson County.

Section 2. Definitions

As used in this article, the following terms shall have the meaning indicated:

Business Entity means any business, proprietorship, firm, partnership, person in representative or fiduciary capacity, association, venture, trust or corporations which is organized for financial gain or profit.

Confidential Information means any information or knowledge which has not been made public through the regular affairs of government. Information that has become public knowledge, whether or not through the regular affairs of government, is not considered confidential information.

County Official means the County Manager, County Attorney, Assistant County manager, County Commissioners, officials appointed by the County Commissioners to other county boards and commissions, department heads, and any employees involved in purchasing or acquiring goods and services for the county.

Immediate Family means the County Official, his/her spouse, and minor children (including stepchildren and foster children).

Interest means direct or indirect pecuniary or material benefit, as a result of an official act, a contract, or transaction with Henderson County, accruing to:

- (i) A County Official;
- (ii) Any person in a County Official's Immediate Family;
- (iii) Any business entity in which the County Official, member of the County Official's Immediate Family, or is about to be, an officer or director;



Henderson County Soil & Water Conservation District
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- (iv) Any business entity in which an excess of ten (10) percent of the stock, or legal or beneficial ownership of, is controlled or owned directly or indirectly by the County Official, or the County Official's Immediate Family member; or
- (v) The primary employer (other than Henderson County) of any County Official.

For the purposes this Code, a County Official is presumed to have knowledge of the financial affairs of the County Official's Immediate Family members and primary employer. For the purpose of this policy, the County Official only has an Interest in the affairs of other Immediate Family members if the County Official has knowledge of or should have known of the Interest of the family member.

Official Act Or Action means any legislative, administrative, appointive, or discretionary act of any County Official.

Section 3. Standards of Conduct

All County Officials as defined in this article shall be subject to and abide by the following standards of conduct.

(a) Interest in contract or agreement. No County Official shall participate in selection or award of a contract if the contract involves the County Official's interest or the Official is prohibited from voting pursuant to N.C. Gen. Stat. § 14-234.

(b) Use of official position. No County Official shall use his/her official position or the county's facilities for his/her private gain, or for the benefit of his interest, or for the benefit of any individual, which benefit would not be available to any other member of the public in the same or similar circumstance. No County Official shall represent any other private person, group or interest before any department, committee, or board of the county of which they are a member except in matters of purely civic or public concern. The provisions of this paragraph are not intended to prohibit a County Official from speaking before neighborhood groups and other nonprofit organizations.

(c) Disclosure of information. No County Official shall use or disclose confidential information gained in the course of or by reason of his/her official position with the county for purposes of advancing:

- (i) His/her interest;
- (ii) The Interest of a business entity of which the County Official or an Immediate Family member has an Interest;
- (iii) The financial or personal interest of a member of his/her Immediate Family;
- (iv) The financial interest of the employer of the County Official; or



Henderson County Soil & Water Conservation District
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(v) The financial or personal interest of any citizen beyond that which is available to every other citizen.

(d) Incompatible service. No County Official shall engage in, or accept private employment or render service for private interest, when such employment or service for private interest, when such employment or service is incompatible with the proper discharge of his/her official duties with the county or would tend to impair his/her independent judgment or action in the performance of his/her official duties with the county, unless otherwise permitted by law and unless disclosure is made as provided in this policy.

(e) Gifts. No County Official shall directly or indirectly solicit any gift, or accept or receive any gift, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which a reasonable person would believe that the gift was intended to influence him/her in the performance of his/her official duties, or was intended as a reward for any official action on his/her part. Legitimate political contributions to County Officials shall not be considered as gifts under the provisions of this paragraph.

Exempted from the prohibition are reasonable honorariums for participating in meetings, advertising items or souvenirs of nominal value or meals furnished at banquets. County Officials must report in writing to the Clerk to the Board of County Commissioners all honorariums, and all gifts and favors exceeding \$100.00 in value if made by a covered contractor, subcontractor, or supplier. There is no prohibition on gifts if the circumstances make it clear that it is the personal relationship, rather than the business or the persons concerned, which is the motivating factor and where the value of the gift, entertainment, or favor is appropriate to the circumstance and consistent with the long-standing relationship. If such a gift, entertainment, or favor exceeds \$100 in value, the County Official must disclose the nature and value of the gift, entertainment, or favor in a letter to the Clerk to the Board of County Commissioners.

It shall not be a violation of this policy for any Public Official to solicit donations, contributions or support for any charitable activity which does not result in direct pecuniary benefit to the Public Official, a member of his Immediate Family, or Business Entity with which he is associated.

(f) County Attorney to Advise. In any case where the value of a gift is in question, or when the circumstances make it unclear as to whether a thing constitutes a "gift" within the meaning of this provision, any individual may consult with the County Attorney for an opinion.

(g) Special Treatment. No County Official shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.



Henderson County Soil & Water Conservation District
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(h) Service on Appellate Board. No County Official may serve on a board or committee of the County which acts in an appellate capacity reviewing the acts of the County Official, or any other board or committee on which the County Official serves. As by virtue of their primary office members of the Board of Commissioners are required to serve in an ex officio capacity on many boards and committees of the County, this prohibition shall not apply to members of the Board of Commissioners. This provision 3(h) shall become effective one (1) month from the date of adoption.

(i) Service on Board related to Member's Employment. No person may serve as a member of a board or committee of the County, or as an appointee of the County on any board or committee, where such board or committee recommends or awards any funding to any employer of such person, or to any entity upon whose governing or advisory board the person serves.

Section 4. Disclosure of Interest in Legislative Actions¹

Any County Official who has an interest in any business before the Board of County Commissioners shall publicly disclose on the record of the Board the nature and extent of such interest, and shall withdraw from any discussion, deliberation or decision regarding said matter. It shall be a violation of this policy for a County Official who has an Interest in some business before the County Commission to advocate, whether publicly or privately, that Interest to other County Officials.

Section 5. Advisory Opinions

When any County Official has a doubt as to the applicability of any provision of this policy to a particular situation involving that County Official, or as to the definition of terms used in this article, he/she may apply to the County Attorney for an advisory opinion. The County Official shall have the opportunity to present the County Official's interpretation of the facts at issue and of the applicability of provisions of this policy before such advisory opinion is made.

¹ In addition to this document, the Board's Rules of Procedure deals with conflicts of interest in quasi-judicial hearings, including those not held before the Board of Commissioners.



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.

**GRANT CONTRACT NO. CW22131
BAT FORK STREAM RESTORATION
WRDG GRANT**

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

**North Carolina Department of Environmental Quality
Financial Assistance Agreement**

This financial assistance agreement is hereby made and entered into this **JULY 1, 2021**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **HENDERSON COUNTY – BAT FORK STREAM RESTORATION** (the "Grantee"¹).

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. State's General Terms and Conditions (Attachment A)
 - b. Department's Request for Proposal ("RFP") (Attachment B)
 - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
 - d. Notice of Certain Reporting and Audit Requirements (Attachment D)
 - e. Grantee's Conflict of Interest Policy (Attachment C)

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

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period.** This Agreement shall be effective from **JULY 1, 2021** to **JUNE 30, 2022**, inclusive of those dates.
5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
 - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

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."

**GRANT CONTRACT NO. CW22131
BAT FORK STREAM RESTORATION
WRDG GRANT**

- 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.
- d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
- e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
- f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- g. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

6. Historically Underutilized Businesses. Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled. Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330.

7. Department's Duties. The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

8. Total Award Amount. The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **SIX THOUSAND DOLLARS (\$6,000)** (the "Total Award Amount"). This amount consists of:

Funding:

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

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$6,000	1604	536990	4018

**GRANT CONTRACT NO. CW22131
BAT FORK STREAM RESTORATION
WRDG GRANT**

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:	\$

- c. The Grantee's matching requirement is \$, which shall consist of:

X	In-Kind	\$6,000
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Grantee is committing to an additional \$ to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$12,000**.

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

- a. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.

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

11. Availability of Funds. The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

12. Reversion of Unexpended Funds. The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.

13. Supplantation of Expenditure of Public Funds. The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

14. Contract Administrators. Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

**GRANT CONTRACT NO. CW22131
BAT FORK STREAM RESTORATION
WRDG GRANT**

Grantee Contract Administrator	Department's Contract Administrator
Caroline Wicker, Administrative Assistant Henderson County Soil & Conservation District 61 Triple Springs Road Hendersonville, NC 28792 Telephone: 828-697-4949 Fax: Email: cwicker@hendersoncountync.gov	Amin Davis, State and Local Projects Manager NC Division of Water Resources 1617 Mail Service Center Raleigh, NC 27699-1617 Telephone: 919-707-9132 Fax: Email: amin.davis@ncdenr.gov

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

- 15. Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
- 16. Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
 - In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
 - The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
- 17. Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
- 18. 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;

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

**GRANT CONTRACT NO. CW22131
BAT FORK STREAM RESTORATION
WRDG GRANT**

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

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

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

- 19. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- 20. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 21. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 22. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

**HENDERSON COUNTY – BAT FORK STREAM
RESTORATION**

By *Jonathan C. Wallin*
Grantee's Signature

Jonathan C. Wallin
Printed Name and Title

Henderson Soil & Water Conservation District
Organization

**NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY**

DocuSigned by:
By *Tommy Kirby*
Signature of Department Head or Authorized Agent

Tommy Kirby, Purchasing Director
Printed Name and Title

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. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards,

agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

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

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

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

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

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

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

Indemnity

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

Default and Termination

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

Confidentiality

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

Oversight

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

Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) 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 – State & Local Fall 2020 Guidelines

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

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

<http://www.ncleg.net/gascripts/Statutes/StatutesTOC.pl?Chapter=0143>

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

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

Application Deadlines: Applications are received throughout the year for two standard grant application cycles for all non-navigation projects listed below. The abbreviated fall 2020 application cycle ends at the close of business on December 31, 2020. The spring 2021 application cycle will begin January 1 and will end at the close of business on June 30, 2021. **Any complete application submittals that are not received by these dates may not be eligible for review and funding for this application review cycle.**

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

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

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

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

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

Application Submittal

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

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

The project narrative shall begin with a statement outlining the overall project scope (what is being proposed), followed by the project justification (why it is being proposed). For stream restoration projects, a brief description of how the proposed stream treatments will mitigate the documented stream impairments shall be included. **Information about proposed riparian buffers (minimum/maximum or average proposed widths) and stream crossings shall also be provided. For Preliminary Feasibility or Engineering Studies, a brief letter on the Applicant's official letterhead shall be provided that clearly**

states: 1.) the primary purpose and objective(s) of this Study, 2.) the Applicant's intention to implement an associated WRDG-eligible project resulting from this Study, and 3.) the estimated project implementation timeline after completion of this Study. **These studies may be used to more accurately determine project costs, benefits, or scale of development/implementation.**

The application budget will serve as the basis for the financial administration of the grant contract and reimbursement requests for projects that are awarded funding. Applicants shall list all sources of funding contributions (including federal and nonfederal funding) on the application's Budget Sheet to minimize the potential for duplicative funding for identical work activities associated with a single project. If a project includes, or may include other sources of grant funding, applicants are strongly encouraged to separate DWR-requested funding from other grant funding. This can be accomplished by not requesting matching funds from DWR for budget line items in which matching funds from other grants have been secured or may be applied for. For example, if grant funds have been secured, or are being requested for design services, then DWR funding should be requested for other budget categories besides design services. Costs associated with land acquisition are only reimbursable for eligible Water-Based Recreation projects. The costs associated with land acquisition or donation for non-Water-Based Recreation projects can designated as In-kind match for the project. **The complete application will be included in the DEQ contract documentation; therefore, it is very important that its contents are accurate and complete.**

II. Project Plan and Location Maps – A minimum of two scaled maps is required. The first map shall include the project footprint delineated on a USGS topographic quadrangle map, recent aerial photography, or other spatial reference data. 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 all project elements listed in the project narrative. This map shall be larger scale (zoomed in) to show greater detail within the immediate project area. **A conceptual plan at the 30% design stage is ideal but not required.**

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

1. Assume full obligation for payment of the balance of project costs.
2. Obtain all necessary state and federal environmental permits.
3. Comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
4. Supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction in accordance with approved plans and specifications.
5. Obtain appropriate easements, rights-of-way or suitable spoil disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
6. Assure that the project is open for use by the public on an equal basis with limited restrictions (if on public property).
7. Hold the state harmless for any damages that may result from the construction, operation, and maintenance of the project.
8. Accept responsibility for operation and long-term maintenance of the completed project.

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

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

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

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

Application submittal documents shall be emailed to amin.davis@ncdenr.gov by the close of business of the last day of the application cycle. **If an application is submitted by a non-governmental organization (non-profit, consultant, etc.) on behalf of an eligible unit of local government, a staff person of that eligible unit of local government must be copied on the email submittal and all subsequent application-related correspondence.**

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

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

Grant Application Review and Approval

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

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

Applicant Obligation – Environmental Permitting

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

Review Decisions

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

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

Projects Not Awarded Funding

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

Post Grant Funding Award

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

Contract Modifications

Any changes to the project's scope, budget or duration after a contract has been fully-executed will require the written approval from the DWR Grant Administrator and may also require a DEQ contract amendment. Any contract amendment requests shall be submitted electronically to

amin.davis@ncdenr.gov at least 45 days prior to the DEQ contract expiration date. Typical changes that require a contract modification are listed below.

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

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

Grant Reimbursements

The grant award amount is the maximum possible reimbursement amount. Only expenditures incurred after a fully-executed contract has been issued that are detailed in the contract budget and are considered eligible reimbursable expenses. Allowable expenditures are expenditures associated with the work performed for a specific invoicing cycle that are in accordance with the most recent version of the DWR-approved budget sheet and *Reimbursement Instructions* document (see Attachment 1). **Invoices or other supporting documentation such as another grant contract agreement, must be provided that support all contributions listed on the reimbursement tracking sheet submitted for each reimbursement request. Reimbursement requests can be submitted no more frequently than monthly but must be submitted at least every three months (quarterly).** DWR will normally pay the Grantee electronically or by mailed check within 30 days of receipt of a complete reimbursement payment request, provided the expenses are in accordance with the budget/contract, or as amended. **If the Grantee 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 the DWR Grant Administrator and receive approval of those changes from DWR and DEQ. Unapproved changes will not be eligible for state cost-sharing.**

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

Reimbursement requests shall include:

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

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

- ** Reimbursement Instructions are provided as *Attachment 1* at the end of this document.**
- ** An example reimbursement summary table is provided as *Attachment 2* at the end of this document.**

Requests For Additional Funding

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

- a narrative describing the circumstances/need for an increased funding award, summary of current project status 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 and to DWR's actual cost reimbursement policy. **DWR may not be able to grant requests for additional funding caused by inaccurate or incomplete information in the application or project budget provided by the Applicant or Co-Applicant.**

Project Close-Out

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

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

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

Attachment 1 - Grant Reimbursement Instructions**Water Resources Development Grant Program****Reimbursement Request Instructions – State & Local/NRCS-EQIP**

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

Reimbursement Timeframes

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

Administrative Costs

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

In-Kind Contributions

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

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

**Water Resources Development Grant Program****Land Acquisitions and Donations**

Grant funding and reimbursements for land acquisitions are only eligible for water-based recreation projects. Reimbursements associated with In-kind land donations require copies of land valuation and transfer documentation such as: a current or recent certified appraisal, HUD Settlement Statement, conservation easement deed and official municipal GIS valuation showing the current property tax valuation assessed by the County Tax Assessor's Office.

Appraisals are required for land transfers if the total value of any given parcel exceeds \$100,000. The appraisal shall be performed by an independent certified appraiser acceptable to, and consistent with regulations and/or policies of the State Property Office. The value of land/easements can be used as In-Kind match if donated for the project, not property currently owned by the local government or with easements currently in place. Completion of a *Basis For Claimed Value of Land Donations* form is required for land donations.

Invoices and Supporting Documentation

Invoices or other supporting documentation such as Administrative/In-kind Statements of Time, another grant contract agreement or land transfer forms must be provided that support all contributions listed on the reimbursement tracking sheet submitted for each reimbursement request. **DWR requests that Adobe pdf copies of invoices be provided in the order they are listed in this spreadsheet to facilitate more efficient review and processing of reimbursement requests.** The total amounts of all invoices submitted should generally reflect the total project costs upon project completion.

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

Budget Changes

If any changes to the approved grant contract budget are necessary, the Grantee shall email a request in writing to the DWR Grant Administrator. If the budget changes are approved by DWR, an amendment to the existing DEQ contract will also be required. Unapproved changes may not be eligible for reimbursement.

Submission of Reimbursement Request

A complete reimbursement request submittal shall include the following documentation:

- 1) A Cover Memo/Letter signed and dated on the Grantee's official letterhead that lists:
 - a) DEQ Contract Number
 - b) total amount of the reimbursement request
 - c) actual cost (expenses) by approved budget categories
 - d) total amount spent on the project to date
- 2) Copies of all subcontractor invoices, WRDG Administrative/In-kind Statements of Time, or other documentation for materials, services and other project costs. Invoices shall include a brief description of the work performed for each budget category task.



Water Resources Development Grant Program

- 3) A completed *Reimbursement Tracking Summary* spreadsheet. Please use the *Nonfederal* sheet for projects that do not include any federal funding. Please use the *Federal* sheet if the project involves federal funding.

The reimbursement request and supporting documentation shall be emailed to:

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

Attachment 2 – Grant Reimbursement Example for 50/50 Match

Project Cost: \$100,000
Non-Federal Cost Share: \$50,000
DEQ Grant Award: \$50,000
DEQ 90% Reimbursement: \$45,000

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

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

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

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

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

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

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

DWR DWR Water Resources Development Grant Application For State & Local and NRCS-EQIP Projects - Fall 2020 Cycle

Please complete Checklist sheet and enter information into yellow cells in each labeled sheet listed below. Complete *In-Kind Budget Notes* for any budget item where an in-kind amount is listed.

- Contact Information
- Project Information
- Project Narrative
- Treatments
- Benefits & Evaluation Criteria
- Project Budget
- In-Kind Budget Notes

NOTES & INSTRUCTIONS

Applicants are strongly encouraged to read the *Fall 2020 Grant Guidelines* document that can be viewed and/or downloaded from the grant website below prior to completing 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 forms. **Supplementary documentation** (reports, photos, letters of support, etc.) are not required but can be provided as separate attachments via email. **Additional documentation is required for Feasibility Studies & NRCS-EQIP Stream Restoration Projects.** This application form will become part of the DEQ Contract documentation should a project be recommended for funding by DWR. Please make sure all information contained is accurate and complete.

Applicant must be a unit of local government. **Primary Contact** is Applicant's representative responsible for project oversight and contract administration. **Project Supporter** is any additional organization or individual who has provided a Letter of Support for the project.

Applicant or Primary Contact shall include a letter of support on official letterhead of any organization listed as a *Project Supporter* on the *Project Information* sheet.

A scaled conceptual plan/map is required that should directly reflect the proposed locations of all project elements listed in the Project Narrative and Treatment sheets.

The required *Model Resolution* and *No Conflict of Interest* forms can be downloaded from the grant website below.

Some data entry cells in the following sheets have a dropdown list to select a specific category. Other cells have a red arrow in the upper right corner to hover over for viewing additional guidance.

To Create Adobe PDF Document of this Application: File> Print> Select *Microsoft Print to PDF* or *Adobe PDF* under Printer> Select *Entire Workbook* under Settings> Print

For additional information, please see Water Resources Development Grant website below or contact Grant Administrator Amin Davis at 919-707-9132 / amin.davis@ncdenr.gov.
<https://deq.nc.gov/about/divisions/water-resources/conservation/grants/financial-assistance>

When all sheets of this application are complete please save and email this Excel file, along with all supplementary application submittal elements to: amin.davis@ncdenr.gov

Any modifications to the content or formatting of this form without the prior consent of the DWR Grant Administrator are strictly prohibited.

STATE & LOCAL PROJECTS		PROJECT CERTIFICATIONS	
<p>Included</p> <p><input checked="" type="checkbox"/> All Required Application Sheets Completed</p> <p><input checked="" type="checkbox"/> Scaled Conceptual Project Plan/Map</p> <p><input checked="" type="checkbox"/> Signed & Completed Official Resolution Form</p> <p><input checked="" type="checkbox"/> Signed & Completed No Conflict of Interest Form</p> <p><input type="checkbox"/> Basis For Claimed Value of Land Donations (For Land Donations Only)</p> <p><input type="checkbox"/> Land Transfer Documentation (For Land Acquisitions & Donations Only)</p> <p><input type="checkbox"/> Request For Payment or Appropriation Form (Special Appropriations Only)</p> <p><input type="checkbox"/> Supplemental Items (Not Required)</p> <p><input type="checkbox"/> Relevant Data, Reports, etc</p> <p><input type="checkbox"/> Photos</p> <p><input type="checkbox"/> Multimedia (Videos, Drone Imagery, etc.)</p> <p>Please click all relevant check boxes above to indicate item is included</p>	<p>Required Items</p> <p>Excel File</p> <p>Pdf (preferred), -Jpeg</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Jpeg</p> <p>Upload to Filesharing Website</p>	<p>File Format</p> <p>Excel File</p> <p>Pdf (preferred), -Jpeg</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Jpeg</p> <p>Upload to Filesharing Website</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Project includes other state or federal grant funding</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> All sources of non-federal and federal matching funds have been listed on the Budget sheet</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Applicant has read the WRDG Fall 2020 Grant Guidelines document</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Project is NOT associated with an existing permit, requirement or compensatory mitigation.</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NRCSEQIP Only; Project includes NC Land & Water Funding (formerly known as Clean Water Management Trust Funding)</p> <p>Please click all relevant check boxes above to indicate item has been addressed</p>
<p>Included</p> <p><input type="checkbox"/> All Required Application Sheets Completed</p> <p><input type="checkbox"/> Scaled Conceptual Project Plan/Map</p> <p><input type="checkbox"/> Signed & Completed Official Resolution Forms</p> <p><input type="checkbox"/> Signed & Completed Agency No Conflict of Interest Policies</p> <p><input type="checkbox"/> Signed & Completed Resolution Affirmation</p> <p><input type="checkbox"/> Signed NRCSE-CPA-1155 Conservation Plan or Schedule of Operations</p> <p><input type="checkbox"/> EQIP Eligible Practices Spreadsheet (If Non-Eligible Stream Practices)</p> <p>Please click all relevant check boxes above to indicate item is included</p>	<p>Required Items</p> <p>Excel File</p> <p>Pdf (preferred), -Jpeg</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Excel File</p>	<p>File Format</p> <p>Excel File</p> <p>Pdf (preferred), -Jpeg</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Pdf</p> <p>Excel File</p>	<p>PROJECT CERTIFICATIONS</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Project includes other state or federal grant funding</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> All sources of non-federal and federal matching funds have been listed on the Budget sheet</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Applicant has read the WRDG Fall 2020 Grant Guidelines document</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Project is NOT associated with an existing permit, requirement or compensatory mitigation.</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> NRCSEQIP Only; Project includes NC Land & Water Funding (formerly known as Clean Water Management Trust Funding)</p> <p>Please click all relevant check boxes above to indicate item has been addressed</p>

DEQ CONTRACT CW22131
 HENDERSON COUNTY BAT FORK STREAM RESTORATION
 ATTACHMENT C

DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2020

Contact Information Sheet

WRODC PJ_ID	Contact Name	Contact Type	Contact Agency	Contact Address	Contact City	Contact State Abbr.	Contact Zip	Contact Phone	Contact Phone Ext.	Contact Email	Notes
1082	William Lapsley, Chair, Henderson County Board of Commissioners	Applicant	Henderson County Board of Commissioners	1 Historic Courthouse Sq, Suite 1	Hendersonville	NC	28792	828-697-4808	n/a	N/A	Email correspondence should be sent to Caroline Wicker and Keran Ree. Has not provided a letter of support. Listed as Soil and Water in the Henderson County Department responsible for contract. Email correspondence should be sent to Caroline Wicker and Keran Ree.
1082	Andrew C. Brannon, Chairman, Henderson Soil and Water Conservation District Board of Supervisors	Project Supporter	Henderson County Soil and Water Conservation District	61 Triple Spring Road	Hendersonville	NC	28792	828-697-4949	n/a	N/A	Responsible for reimbursement documents.
1082	Keran Ree, Executive Director	Primary Contact/Contract Admin	Conserving Carolina	847 Case Street	Hendersonville	NC	28792	828-697-5777	201	keran@conservingcarolina.org	Responsible for project oversight and contact management.
1082	Caroline Wicker, HCSWCD Administrative Assistant	Payment Contact	Henderson County Soil and Water Conservation District	61 Triple Springs Road	Hendersonville	NC	28792	828-697-4949	n/a	cwicker@hendersoncountync.gov	

Select Applicant for the eligible unit of local government with signatory authority who will sign Resolution & No Conflict of Interest Form. Select Primary Contact for Applicant's Grant Contract Administrator representative responsible for management. Select Payment Contact for where reimbursement payments will be sent. Select Engineer/Consultant assisting Applicant with contract administration or responsible for any portion of project not included in the grant payment staff. Select Project Supporter for any organization or individual who has provided a letter of support for the project.

Applicant is the local government representative with signatory authority who will sign Resolution & No Conflict of Interest Form. Select Primary Contact for Applicant's Grant Contract Administrator representative responsible for management. Select Payment Contact for where reimbursement payments will be sent. Select Engineer/Consultant assisting Applicant with contract administration or responsible for any portion of project not included in the grant payment staff. Select Project Supporter for any organization or individual who has provided a letter of support for the project.

At a minimum there shall be at least three entities, including Rows 3-5 below for Applicant: Primary Contact, & Payment Contact. Information entry for optional project team members is encouraged but not required.

Information is not required here but should be entered if available. Contact can be entered below. If non-governmental organization (Engineer/Consultant/Non-Profit) will serve as Primary Contact for Applicant, please indicate here.

Phone Extension (If Applicable)

State Abbreviation

<p>One or two sentence Project Scope of DWR Funding Request. Ex. Stabilize/restore 2,500 linear feet and plant 5 acres of riparian area along Little Creek. Construction of a bioretention cell to treat ~ 1.5 acres of stormwater runoff originating from ABC Plaza. Construction of 5,000 linear feet of greenway along Little River.</p>	<p>Brief description of the overall Project Scope (what's being proposed) & justification (why it's being proposed). For stream restoration & water management projects, justification should briefly state what the impairment 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. maps should also reflect phasing. Additional supplementary documentation (i.e., maps, conceptual plans, reports, photos, etc.) should reflect phasing, if applicable, and shall be provided as separate attachments via email.</p>	<p>Brief description of Existing Site Conditions, Land Use Within & Immediately Adjacent to Project Area.</p>
<p>WRDPG_Pjt_ID</p>	<p>Project_Scope_Overall</p> <p>Conserving Carolina will study the impaired Bat Fork reach at Dodd Meadows to support future stream restoration in the Mud Creek watershed. Experienced stream restoration engineers and ecologists will collect and analyze information describing the Bat Fork project reach to understand stream impairment conditions, site constraints, and stakeholder interests in stream corridor stewardship. Designers will develop and evaluate stream restoration options to improve water quality and ecosystem services through natural channel morphology adjustments, in-stream structures, and riparian buffer enhancements. The project team will develop an implementation plan for design, permitting, construction, and long-term management of the restoration project including education and recreation uses of the stream corridor.</p>	<p>Existing_Conditions</p> <p>The impaired Bat Fork reach is 1,900 linear feet located East of Dodd Meadows Community Center (LAT, LON 35.78870, -82.40971), with a watershed drainage area of 1.8 square miles draining toward Mud Creek. The existing channel is incised with excessive bank erosion on approximately 70% of streambanks contributing approximately 400 tons per year of sediment to the watershed. The riparian buffer consists of low density shrubs and trees with a high percentage of invasive plants (mostly privet and pear). Site constraints include residential housing to the West, sewer lines, and overhead power transmission lines.</p>
<p>1092</p>		

DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2015 HENDERSON COUNTY BAT FORK STREAM RESTORATION ATTACHMENT C

Treatments Sheet

WRDPG Prj. ID	Treatment Type	Treatment Length/Area	Latitude_DD	Longitude_DD	Notes
1092	Feasibility Study-Stream Restoration (If)	1,900.00	35.28870	-82.40971	The feasibility study is necessary to accurately determine cost of implementation. Proposed project implementation timeline is 2 years following completion of feasibility study
	Eligible Purpose	Treatment Type	Description	Latitude/Longitude	Guidelines
	All	Feasibility/Engineering Study	Enter units for the type of Eligible Purpose and/or Other Treatment Type study is supporting	approximate center of project area	Must be for subsequent implementation of an eligible project. Per NC Administrative Code. "In the case of a local government water resources project where the department thinks a preliminary feasibility study or engineering study is necessary to more accurately determine project costs and/or benefits and/or scale of development, the department may provide up to 50% state funding of such studies." A letter from the Applicant shall be included with the application submittal indicating the proposed project implementation timeline from completion of the feasibility study.
	Stream Restoration	Aquatic Passage Improvement	Length of stream made accessible to upstream aquatic life passage by dam or barrier removal (If)	downstream extent of project	Removal of culvert pipes, ford's/hardened crossings, etc.
	Stream Restoration	Dam Removal	Length of stream made accessible to upstream aquatic life passage by dam removal (miles)		Under 'Notes' above please indicate proposed removal method (partial breach, complete removal, etc.). If additional stream restoration proposed please list Stream Restoration as a separate Treatment above
	Stream Restoration	Living Shoreline Stabilization	Length of shoreline stabilized (Linear feet)	downstream extent of project	Under 'Notes' above please list approximate square footage of entire living shoreline area stabilized. See https://www.livingshorelineacademy.org/ for what constitutes a living shoreline
	Stream Restoration	Riparian Buffer	Area of riparian buffer restored or planted (Acres)	approximate centroid of continuous buffer area	Under 'Notes' above please include the calculation used to estimate this acreage. Ex: average buffer width (in feet) X length (linear feet)
	Stream Restoration	Stream Crossings	Length of stream crossing (Linear feet)	downstream outlet/extent of structure	Under 'Notes' above please indicate type of structure proposed (bridge, culvert pipe, hardened ford, etc.) and status (new or replacement) for each crossing
	Stream Restoration	Stream Restoration/Stabilization	Length of stream that is being restored or stabilized (Linear feet)	downstream extent of project	Restoration or stabilization using bioengineered or natural channel design methodologies. Please select 'Stream Restoration' or 'Streambank Stabilization' but not both along parallel reaches of streambank. Individual instream structures do not need to be listed as a treatment except for instream crossings
	Water-Based Recreation	Land Acquisition	Area of land being acquired to support water-based recreation (Acres)	approximate center of parcel or project area	Land acquisition and facility development for water-based recreation sites operated by local governments
	Water Based Recreation	Recreational Facilities	Area of recreational structure constructed (Square feet)	approximate centroid of structure	Dock/Pier, Parking Lot, Watercraft Access Structure, etc.
	Water-Based Recreation	Trail Constructed	Length of recreational trail constructed (Linear feet)	start of trail	Under 'Trail Len/Area' provide proposed trail width (in feet). Under 'Notes' enter proposed trail surface (asphalt, natural surface, gravel, screenings, combo, etc.).
	Water Management	Stormwater Control Measure	Drainage area treated by the stormwater control measure (Square Feet)	location of SCM Outfall/Outlet	For rooftop treatments such as cisterns/water harvesting, downspout disconnections, green roofs, treatment area is total rooftop area treated
	Water Management	Wetland Treatments	Area of jurisdictional wetland being restored or enhanced (Acres)	approximate centroid of wetland boundary	Wetland restoration/enhancement of natural wetlands. If applicable, each water-control structure would be listed as a separate treatment

Budget Sheet

Project Name: Bat Fork Stream Restoration Feasibility Study at Dodd Meadows

Date: 12/20/2020

12/20/2020

	DWR	Local Match	Other Non-Federal Match	Federal Contribution	Local + Other Non-Federal Match Total	Category Total
16.7%	Administration					
	Cash In-kind	1,000.00			\$0.00	\$1,000.00
	In-kind				\$1,000.00	\$1,000.00
83.3%	Design					
	Cash In-kind	5,000.00			\$0.00	\$5,000.00
	In-kind				\$5,000.00	\$5,000.00
0.0%	Permitting					
	Cash In-kind				\$0.00	\$0.00
	In-kind				\$0.00	\$0.00
0.0%	Survey					
	Cash In-kind				\$0.00	\$0.00
	In-kind				\$0.00	\$0.00
0.0%	Construction Materials					
	Cash In-kind				\$0.00	\$0.00
	In-kind				\$0.00	\$0.00
0.0%	Plant Materials					
	Cash In-kind				\$0.00	\$0.00
	In-kind				\$0.00	\$0.00
0.0%	Construction Oversight					
	Cash In-kind				\$0.00	\$0.00
	In-kind				\$0.00	\$0.00
0.0%	Construction					
	Cash In-kind				\$0.00	\$0.00
	In-kind				\$0.00	\$0.00
0.0%	Education					
	Cash In-kind				\$0.00	\$0.00
	In-kind				\$0.00	\$0.00
0.0%	Monitoring					
	Cash In-kind				\$0.00	\$0.00
	In-kind				\$0.00	\$0.00
0.0%	Land					
	Cash In-kind				\$0.00	\$0.00
	In-kind				\$0.00	\$0.00
	Cash Sub-total	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00
	In-kind Sub-total	\$6,000.00	\$0.00	\$0.00	\$6,000.00	\$6,000.00
	Total	\$6,000.00	\$0.00	\$0.00	\$6,000.00	\$12,000.00

DWR Total =	\$6,000.00	Non-Federal % =	100.00%
DWR Match % =	50.00%	Federal % =	0.00%

Local + Non-Fed Total =	\$6,000.00
Local + Non-Fed Match % =	50.00%

Local + Non-Fed Total =	\$6,000.00
Local + Non-Fed Match % =	50.00%

Budget Sheet

BUDGET NOTES

Date: enter most recent date this sheet was revised.
 Federal Contributions Cannot Be Used To Meet Applicant's 50% Match Requirement
 All funding sources (Local, Other Non-Federal, Federal Contributions) must be listed in the section to the right
 See *Administration* category in *In-Kind Budget Notes* sheet for eligible & non-eligible expenses.

Permitting: costs must be listed separately from Design costs per Session Law 2020-18, Section 13.(a)

Construction Materials: project signage is a reimbursable expense

See *Land* category in *In-Kind Budget Notes* sheet for supporting documentation needed

Budget and invoicing for reimbursements should reflect total project costs.

FUNDING SOURCES SUMMARY

Source/Grantor Name	Amount	Received or Pending	Anticipated Notification Date (If Pending)
Jennings Environmental Conserving Carolina	\$5,000.00	Pending	4/30/21
	\$1,000.00	Pending	4/30/21
Total Funding	\$6,000.00		

Provided by Grant Administrator WRDPG_Prt_ID	Category	Guidelines	In-Kind Description
1092	Administration	<p>Enter estimated labor rates here (Rate x Hours). Eligible administration costs include the direct labor costs associated with progress reporting, reimbursement requests, and project scope, budget and schedule management.</p> <p>Costs not eligible for reimbursement include sales tax, audits, direct phone costs, direct postage costs, grant recipient's overhead (indirect) cost, including, rent, utilities, insurance costs, facility costs, general office, general phone and general postage costs.</p>	<p>Duties for Administration include the following: budget management, progress reporting, notifications, vendor contact, publications, and website maintenance. Admin: \$50/hr X 40 hours = \$2,000. Of this, \$1,000 will be provided as in-kind match for the grant.</p>
1092	Design		<p>Design tasks will include field assessment of stream morphology and riparian buffer conditions, site constraints, and stakeholder interests in stream restoration and stewardship. Preliminary restoration options that adjust stream morphology and buffer condition will be developed along with cost estimates. These options evaluated for feasibility in terms of resilience, permitting acceptability, and community support. An implementation plan will be developed with action steps for design, permitting, construction, planting, and management of nature-based recreation and education opportunities. Estimated labor is 100 hours at \$100 per hour = \$10,000. Of this, \$5,000 will be provided as in-kind match for the grant.</p>
1092	Permitting Survey Construction Materials Plant Materials Construction Oversight Construction	<p>Enter estimated labor rates here (Rate x Hours). Enter estimated labor rates here (Rate x Hours). Enter estimated labor rates here (Rate x Hours). Project signage is an eligible expense.</p> <p>Enter estimated labor rates here (Rate x Hours). See 'In-kind Equipment/Materials' sheet under Reimbursement Instructions link on WRDG website.</p> <p>Enter estimated labor rates here (Rate x Hours). Providing hours, signage, etc. See https://www.independentsector.org/resource/the-value-of-volunteer-time/ to assist with estimating value of volunteer labor.</p>	
	Education		
	Monitoring		
	Land		<p>Provide copies of land valuation and transfer documentation with application submittal such as: a current certified appraisal, HUD Settlement Statement, conservation easement deed or official municipal GIS valuation showing the current property tax valuation assessed by the County Tax Assessor's Office.</p> <p>Appraisals are required for land transfers if the total value of any given parcel exceeds \$100,000. The appraisal shall be performed by an independent certified appraiser acceptable to, and consistent with regulations and/or policies of the State Property Office (SPO).</p> <p>The value of land/easements can be used as In-Kind match if donated for the project, not property currently owned by the local government or with easements currently in place. Completion of a Basis For Claimed Value of Land Donations form is required for donations.</p>

In-Kind Budget Notes



Project Location:
 35.289228, -82.409927
Drainage Area: 1.8 sq mi

□ Drainage Area Extents

Source: Esri, DeLorme, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, DeLorme, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, DeLorme, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Drainage Area Map
Bat Fork Stream Restoration Feasibility Study
Dodd Meadows Site
Henderson County, NC

Sheet
1



DEQ CONTRACT CW22131
HENDERSON COUNTY BAT FORK STREAM RESTORATION
ATTACHMENT C



- FEMA 100-Yr Floodplain
- - - Proposed Stream Alignment
- Floodplain Grading
- Henderson Co Parcels



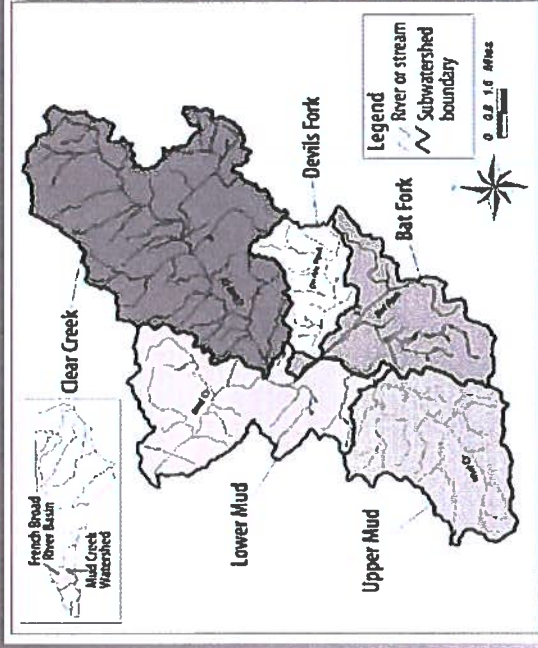
Conceptual Stream Restoration Plan



**Bat Fork Stream Restoration
Dodd Meadows
Henderson County, North Carolina**

Request for Cooperation on a NC Water Resources Development Grant: Bat Fork Creek Restoration Feasibility Study

*Henderson County Soil & Water
Conservation District Board Meeting
December 14, 2020*



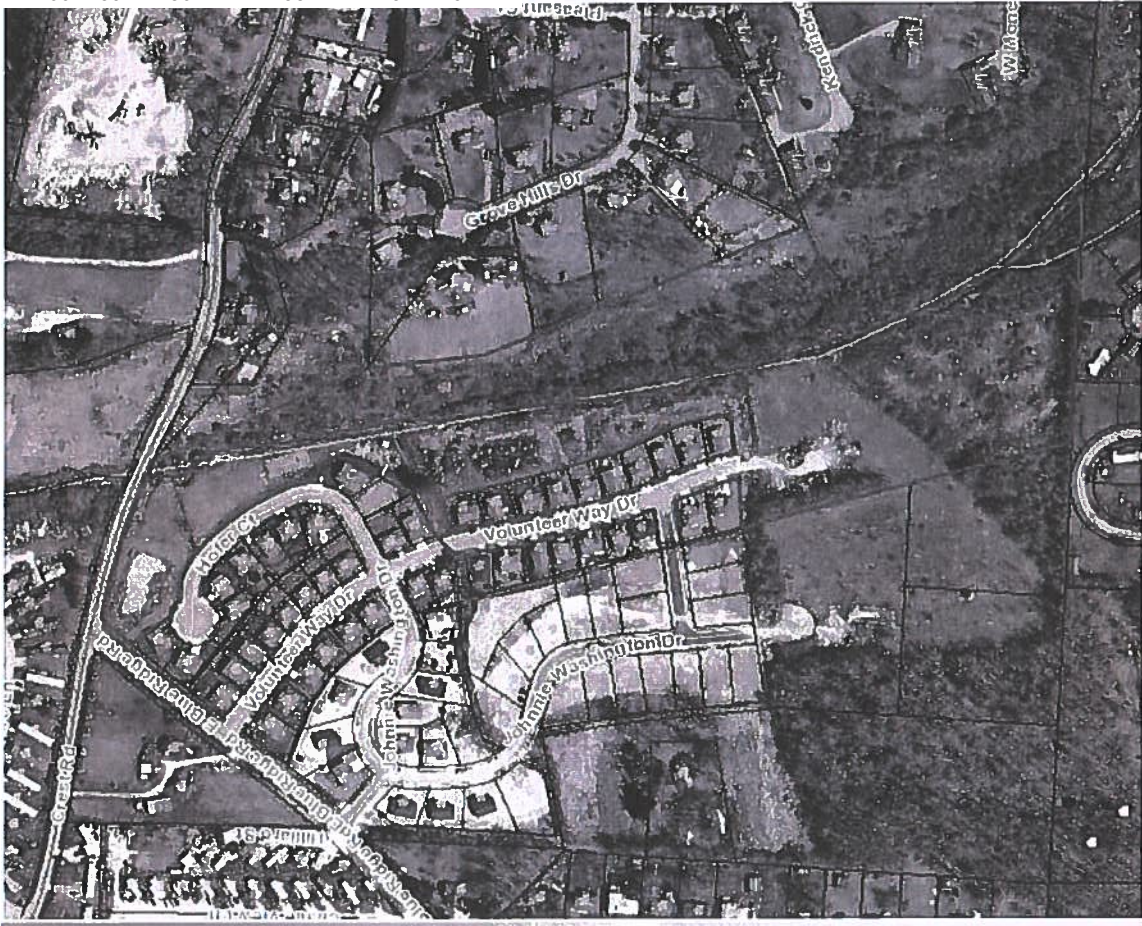
DEQ CONTRACT CW22131
HENDERSON COUNTY BAT FORK STREAM RESTORATION
ATTACHMENT C



Bat Fork Stream Restoration Feasibility Study at Dodd Meadows

Existing Conditions:

1. Location: 1,900 linear feet of Bat Fork located East of Dodd Meadows Community Center (LAT, LON 35.28870, -82.40971).
2. Watershed Drainage Area: 1.8 square miles (1,150 acres) draining from South to North where it eventually drains into Mud Creek.
3. Stream Reach Stability: Channel is incised with excessive bank erosion on approximately 70% of streambanks contributing approximately 400 tons per year of sediment to the watershed.
4. Riparian Buffer Conditions: Low density shrubs and trees with high percentage of invasive plants (mostly privet and pear).
5. Site Constraints: Residential housing to the West, sewer lines, overhead power transmission lines.
6. Permitting Requirements: USACE/DWR 401/404 Environmental Permits; NCDEMLR ESC and Stormwater Permits; County Floodplain Development Permit.



Bat Fork Stream Restoration Feasibility Study at Dodd Meadows

Objectives:

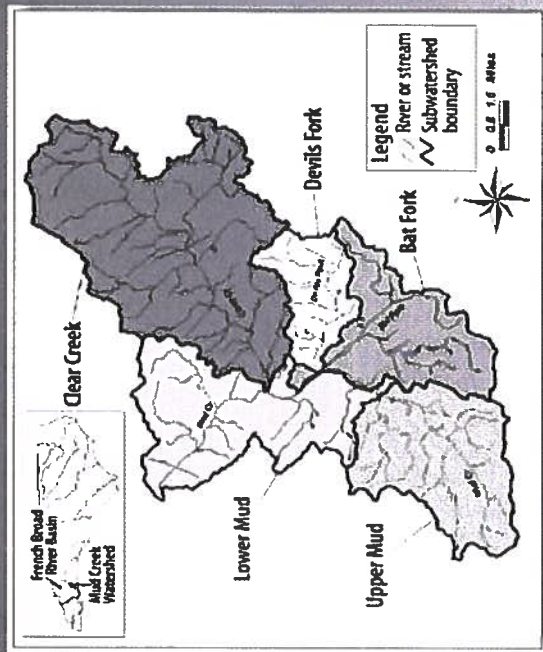
1. Collect and analyze information describing the Bat Fork project reach to understand stream impairment conditions, site constraints, and stakeholder interests in stream corridor stewardship.
2. Evaluate stream restoration options to improve water quality and ecosystem services through natural channel morphology adjustments, in-stream structures, and riparian buffer enhancements.
3. Develop an implementation plan for design, permitting, construction, and long-term management of the restoration project including education and recreation uses of the stream corridor.

Conserving Carolina will work with an engineering contractor and local stakeholders to study the impaired stream reach, evaluate restoration options, and develop an implementation plan for restoration and stream corridor management. The Feasibility Study will serve as the basis for future grant applications and community engagement to develop a vision for nature-based recreation and education. This project will serve as a model for other restoration projects in the Bat Fork watershed and surrounding areas of Henderson County.



Bat Fork Creek Restoration Feasibility Study		
Project Budget		
Expense	Amount	
Restoration Design	10,000	
Project Administration	2,000	
	<u>Total</u>	<u>12,000</u>
Income	Amount	Status
NC Water Resources Development Grant Program	6,000	To Be Requested
In-Kind Services (Jennings Environmental)	5,000	Committed
In-Kind Services (Conserving Carolina)	1,000	Committed
	<u>Total</u>	<u>12,000</u>

Request for Cooperation on a NC Water Resources Development Grant: Bat Fork Creek Restoration Feasibility Study



*Henderson County Soil & Water
Conservation District Board Meeting
December 14, 2020*



Henderson County Board of Commissioners

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

William G. Lapsley
Chairman
Rebecca K. McCall
Vice-Chairman



J. Michael Edney
Daniel J. Andreotta
David H. Hill

January 4, 2021

Mr. Amin Davis
NC Division of Water Resources, NC DEQ
512 N. Salisbury Street
Raleigh, North Carolina 27604

Mr. Davis:

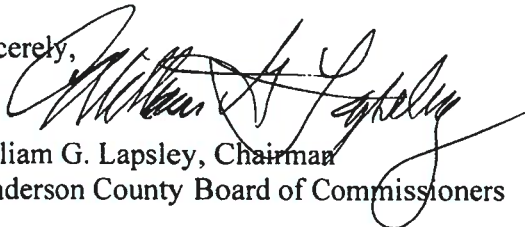
On behalf of Henderson County, we sincerely appreciate your consideration of this grant request for feasibility study for the restoration of the Bat Fork Stream at Dodd Meadows. The purpose of the study is to analyze the impaired Bat Fork reach, evaluate restoration options, and develop an implementation plan for restoration and stream corridor management. Currently, over 400 tons of sediment is being contributed to the watershed annually as a result of excessive bank erosion. This study will allow experienced stream restoration engineers and ecologists to collect and analyze information describing the Bat Fork project reach to understand stream impairment conditions, site constraints, and stakeholder interests in stream corridor stewardship.

With this feasibility study, the project team will develop an implementation plan for design, permitting, construction, and long-term management of the restoration project including education and recreation uses of the stream corridor. Goals will include: the reduction of sediment entering the waterway, aquatic and terrestrial habitat enhancements, construction of a scenic walking trail, and construction of opportunities for outdoor educational access.

The feasibility study will determine the efforts required for the stream restoration, the creation of a riparian buffer, and the educational access areas surrounding the stream. It is hoped that these projects would be completed within two years of the end of the study. Funding sources, stakeholder involvement, and weather-related events may impact the timeline.

Thank you for your consideration of our feasibility study to restore 1,900 linear feet of the Bat Fork stream. Please do not hesitate to contact the Henderson Soil and Water Conservation District if you have further questions.

Sincerely,



William G. Lapsley, Chairman
Henderson County Board of Commissioners

**Memorandum of Agreement between Henderson County and Conserving Carolina
Regarding the Bat Fork Stream Restoration Feasibility Study 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 Bat Fork Stream Restoration Feasibility Study. 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. CC has been contacted by the Henderson County Habitat for Humanity about land the organization owns at its Dodd Meadows residential development off Crest Road that is bisected by a section of Bat Fork Creek. Habitat for Humanity approached CC to explore the possibility of improving the floodplain habitat along the creek in order to make the area a more attractive natural amenity for Dodd Meadow residents. Habitat is interested in creating a trail that would give residents access to the stream and provide a nearby recreational opportunity in a healthy natural setting. In order to study the feasibility of restoring the stream – a 1,900-foot long segment of Bat Fork – and its adjacent floodplain habitat, CC is seeking a grant from the N.C. Water Resources Development (WRD) grant program. 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 Study at its meeting on December 14, 2020 and voted to support the Study and request that the Henderson County Board of Commissioners approve a WRD grant application in support of the Study.

- III. **Collaboration goals:** The partners acknowledge and agree that their collaborative goals include:
 - a. Submitting an application to the WRD grant program in its Fall 2020 granting cycle; and
 - b. If a grant is awarded, to manage the grant in support of the Study.

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 \$6,000 for the Study;
- b. Henderson County will serve as grantee applicant on behalf of the Study 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 Study implementation, including restoration design and reporting;
- e. CC will oversee and assume responsibility for Study financial management, including payment of all Study costs, and will ensure that the Study 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 Study implementation, and financial reports of Study 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 \$1,000 in the Study budget to compensate Henderson County for staff time incurred in grant administration;
- i. CC will provide matching funds for the Study from other sources and, in combination with WRD grant funds, will pay all Study costs;
- j. CC will see that all applicable laws governing the award of contracts and the expenditure of public funds by local governments are complied with;
- k. CC will hold the State and the County harmless from any damages that may result from implementation of the Study project; and
- l. CC accepts responsibility for the operation and maintenance of the completed Study.

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.gov
(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.

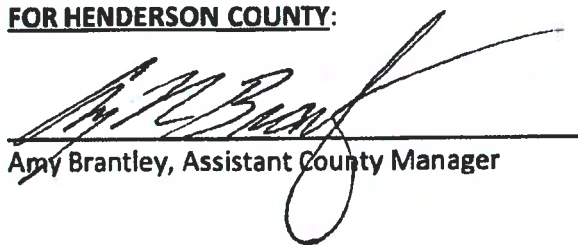
VII. Commencement/Duration/Modification/Termination: This MOA takes effect when signed by all Parties and will remain in effect until either Party terminates the MOA by providing written notice to the other. This MOA may be extended or modified at any time per the mutual written consent of the Parties. 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:



Amy Brantley, Assistant County Manager

1.20.2021
Date

FOR CONSERVING CAROLINA:



Kieran Roe, Executive Director

1/22/21
Date

Resolution for Grant Request to NC Water Resources Development Grant Program

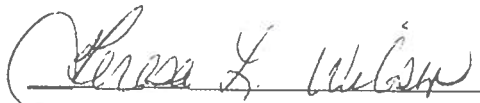
WHEREAS, the Henderson County Soil and Water Conservation District desires to partner with Conserving Carolina in sponsoring the Bat Fork Stream Restoration Feasibility Study at Dodd Meadows, a project to study an impaired section of Bat Fork Creek, evaluate restoration options, and develop an implementation plan for restoration and stream corridor management,

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;

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Henderson County Board of Commissioners requests the State of North Carolina to provide financial assistance to Henderson County for the Bat Fork Stream Restoration Feasibility Study in the amount of \$ 6,000 or 50% percent of nonfederal project costs, whichever is the lesser amount;
- 2) The Board assumes full obligation for payment of the balance of the study costs (or non-federal portion), based upon the commitment by Conserving Carolina to make these payments on behalf of the project;
- 3) The Board will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.

Adopted by the Henderson County Board of Commissioners this 20th day of January, 2021.



Clerk to the Council/Board



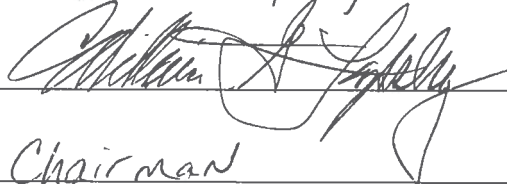
Board of Commissioners, Chair

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 Bat Fork Stream Restoration Feasibility Study 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 Bat Fork Stream Restoration Feasibility Study 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: William G. LapskySignature: Title: ChairmanDate: 1/20/2021

ETHICS CODE

Section 1. Declaration of Policy

(a) The Proper Operation of democratic government requires that public officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made publicly; that public offices not be used for personal gain; and that the public maintain confidence in the integrity of its government.

(b) In recognition of these goals, a code of ethics for Henderson County officials is hereby adopted. The purpose of this policy statement is to set forth guidelines for ethical standards of conduct for all such officials by setting forth acts or actions that are incompatible with the best interests of Henderson County.

Section 2. Definitions

As used in this article, the following terms shall have the meaning indicated:

Business Entity means any business, proprietorship, firm, partnership, person in representative or fiduciary capacity, association, venture, trust or corporations which is organized for financial gain or profit.

Confidential Information means any information or knowledge which has not been made public through the regular affairs of government. Information that has become public knowledge, whether or not through the regular affairs of government, is not considered confidential information.

County Official means the County Manager, County Attorney, Assistant County manager, County Commissioners, officials appointed by the County Commissioners to other county boards and commissions, department heads, and any employees involved in purchasing or acquiring goods and services for the county.

Immediate Family means the County Official, his/her spouse, and minor children (including stepchildren and foster children).

Interest means direct or indirect pecuniary or material benefit, as a result of an official act, a contract, or transaction with Henderson County, accruing to:

- (i) A County Official;
- (ii) Any person in a County Official's Immediate Family;
- (iii) Any business entity in which the County Official, member of the County Official's Immediate Family, or is about to be, an officer or director;
- (iv) Any business entity in which an excess of ten (10) percent of the stock, or legal or beneficial ownership of, is controlled or owned directly or indirectly by the County Official, or the County Official's Immediate Family member; or
- (v) The primary employer (other than Henderson County) of any County Official.

For the purposes this Code, a County Official is presumed to have knowledge of the financial affairs of the County Official's Immediate Family members and primary employer. For the purpose of this policy, the County Official only has an Interest in the affairs of other Immediate Family members if the County Official has knowledge of or should have known of the Interest of the family member.

Official Act Or Action means any legislative, administrative, appointive, or discretionary act of any County Official.

Section 3. Standards of Conduct

All County Officials as defined in this article shall be subject to and abide by the following standards of conduct.

- (a) Interest in contract or agreement. No County Official shall participate in selection or award of a contract if the contract involves the County Official's interest or the Official is prohibited from voting pursuant to N.C. Gen. Stat. § 14-234.
- (b) Use of official position. No County Official shall use his/her official position or the county's facilities for his/her private gain, or for the benefit of his interest, or for the benefit of any individual, which benefit would not be available to any other member of the public in the same or similar circumstance. No County Official shall represent any other private person, group or interest before any department, committee, or board of the county of which they are a member except in matters of purely civic or public concern. The provisions of this paragraph are not intended to prohibit a County Official from speaking before neighborhood groups and other nonprofit organizations.
- (c) Disclosure of information. No County Official shall use or disclose confidential information gained in the course of or by reason of his/her official position with the county for purposes of advancing:
- (i) His/her interest;
 - (ii) The Interest of a business entity of which the County Official or an Immediate Family member has an Interest;
 - (iii) The financial or personal interest of a member of his/her Immediate Family;
 - (iv) The financial interest of the employer of the County Official; or
 - (v) The financial or personal interest of any citizen beyond that which is available to every other citizen.
- (d) Incompatible service. No County Official shall engage in, or accept private employment or render service for private interest, when such employment or service for private interest, when such employment or service is incompatible with the proper discharge of his/her official duties with the county or would tend to impair his/her independent judgment or action in the performance of his/her official duties with the county, unless otherwise permitted by law and unless disclosure is made as provided in this policy.
- (e) Gifts. No County Official shall directly or indirectly solicit any gift, or accept or receive any gift, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which a reasonable person would believe that the gift was intended to influence him/her in the performance of his/her official duties, or was intended as a reward for any official action on his/her part. Legitimate political contributions to County Officials shall not be considered as gifts under the provisions of this paragraph.

Exempted from the prohibition are reasonable honorariums for participating in meetings, advertising items or souvenirs of nominal value or meals furnished at banquets. County Officials must report in writing to the Clerk to the Board of County Commissioners all honorariums, and all gifts and favors exceeding \$100.00 in value if made by a covered contractor, subcontractor, or supplier. There is no prohibition on gifts if the circumstances make it clear that it is the personal relationship, rather than the business or the persons concerned, which is the motivating factor and where the value of the gift, entertainment, or favor is appropriate to the circumstance and consistent with the long-standing relationship. If such a gift, entertainment, or favor exceeds \$100 in value, the County Official must disclose the nature and value of the gift, entertainment, or favor in a letter to the Clerk to the Board of County Commissioners.

It shall not be a violation of this policy for any Public Official to solicit donations, contributions or support for any charitable activity which does not result in direct pecuniary benefit to the Public Official, a member of his Immediate Family, or Business Entity with which he is associated.

(f) County Attorney to Advise. In any case where the value of a gift is in question, or when the circumstances make it unclear as to whether a thing constitutes a “gift” within the meaning of this provision, any individual may consult with the County Attorney for an opinion.

(g) Special Treatment. No County Official shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

(h) Service on Appellate Board. No County Official may serve on a board or committee of the County which acts in an appellate capacity reviewing the acts of the County Official, or any other board or committee on which the County Official serves. As by virtue of their primary office members of the Board of Commissioners are required to serve in an *ex officio* capacity on many boards and committees of the County, this prohibition shall not apply to members of the Board of Commissioners. This provision 3(h) shall become effective one (1) month from the date of adoption.

(i) Service on Board related to Member’s Employment. No person may serve as a member of a board or committee of the County, or as an appointee of the County on any board or committee, where such board or committee recommends or awards any funding to any employer of such person, or to any entity upon whose governing or advisory board the person serves.

Section 4. Disclosure of Interest in Legislative Actions¹

Any County Official who has an interest in any business before the Board of County Commissioners shall publicly disclose on the record of the Board the nature and extent of such interest, and shall withdraw from any discussion, deliberation or decision regarding said matter. It shall be a violation of this policy for a County Official who has an Interest in some business before the County Commission to advocate, whether publicly or privately, that Interest to other County Officials.

Section 5. Advisory Opinions

When any County Official has a doubt as to the applicability of any provision of this policy to a particular situation involving that County Official, or as to the definition of terms used in this article, he/she may apply to the County Attorney for an advisory opinion. The County Official shall have the opportunity to present the County Official’s interpretation of the facts at issue and of the applicability of provisions of this policy before such advisory opinion is made.

¹ In addition to this document, the Board’s Rules of Procedure deals with conflicts of interest in quasi-judicial hearings, including those not held before the Board of Commissioners.

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.



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

August 31, 2021

AMENDMENT NO. 1

AMENDMENT TO GRANT CONTRACT NUMBER CW22131
BETWEEN
HENDERSON COUNTY SOIL AND WATER CONSERVATION
AND THE
NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

Pursuant to the General Terms and Conditions – Governmental Entities Clause pertaining to Amendments OR Paragraph No. 4 of Grant Contract Number CW22131, the Department of Environmental Quality (Agency) and the Grantee mutually agree to the correction of the contract period as addressed below.

The Department of Environmental Quality (Agency) and the Grantee mutually agree to the following contract changes:
Paragraph 4 - Contract Period is corrected to read July 1, 2021 to June 30, 2023.

THE TOTAL AMOUNT PAYABLE UNDER THIS GRANT CONTRACT REMAINS THE SAME.

It is the intent of this amendment to address the provision(s) noted only, and in no way should this amendment be construed to further modify this grant contract. All other terms and conditions remain the same. Please indicate acceptance by your signature below.

HENDERSON COUNTY SOIL AND WATER

Tommy Kirby, DEQ

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

This amendment when fully executed by all parties will be forwarded to the Grantee.

cc: Amin Davis, State and Local Project Manager, DEQ Division of Water Resources
Jeff Skabo, DEQ Financial Services Division, Accounts Payable Section
Karen Kelly, Purchasing Manager, DEQ Financial Services Division, Purchasing and Contract Section

ORIGINAL



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Revised 7/12/2021