

Good Roots**Organization & Contact****Helpful Tips**

- **Limit your use of bullets and other formatting.**
- **Copy and paste as needed.**
- **Log into your account at https://www.GrantRequest.com/SID_5841?SA=AM to access saved & submitted applications (bookmark this page).**
- **Add mail@grantapplication.com to your safe senders list to ensure you receive all system communications.**

Organization Information**Organization/Entity Name**

City of Foley

Tax ID**Tax Status**

Government Entity

Applicant Address

(for purposes of the Grant Agreement between Applicant and Alabama Power Foundation, Inc., the "Applicant Address"). *Please provide the organization or entity's address, not a personal address.*

PO Box 1750

Foley, AL 36536

City **State**

Foley AL

Zip Code

36535

If the mailing address is different than above, please enter it here:

Include Street Address, City, State, Zip Code

23030 Wolf Bay Dr, Foley, AL 36535

Please select the county or counties that will be impacted by this grant.

Please select "Statewide" if your project or programming has a statewide impact or covers a majority of Alabama Power's service territory.

Baldwin

Organization Contact Information**Prefix** **First Name**

Mr. Nick

Last Name
Williams

Title
Sustainability Coordinator

Primary Phone
(251) 979-5690

E-mail
nwilliams@cityoffoley.org

Request Contact Information

Who can we contact with questions about this grant application?

Same as Organization Contact

If selected, fields in this section will auto-fill
Yes

Prefix **First Name**
Mr. Nick

Last Name
Williams

Title
Sustainability Coordinator

Primary Phone
(251) 979-5690

E-mail
nwilliams@cityoffoley.org

Organizational Background & Overview

What year was the organization founded?
1915

Organization Mission and History

The city was incorporated in 1915 and, with its rail service in place, became the economic hub of South Baldwin County, warehousing and shipping local farm products, notably potatoes. Through the years, the agricultural economy has remained strong. Although the railway service was discontinued in the 1970s, Foley's location – convenient to interstate highways, international shipping and air service – has remained a driving force in its development.

While much of this coastal region is heavily tourism-dependent, the City of Foley has maintained a

broader economic base. Along with the addition of attractions and businesses in the hospitality industry, the city and the entire South Baldwin area continue to see tremendous growth in all industries, both in the expansion of established businesses and the addition of new businesses into the community.

Our vibrant city is the hub of South Baldwin County, Alabama, situated on the state's beautiful Gulf Coast. With a quality of life that is second to none, Foley attracts business owners, families and retirees from all across the country. Many of our abundant recreational opportunities are centered on the water, including the Gulf of Mexico and the many picturesque bays and scenic rivers of the area. A mild, subtropical climate makes our waterways and a wealth of outdoor activities popular year-round. From the city's 650-acre Graham Creek Nature Preserve with trails and a canoe/kayak launch to its downtown Antique Rose Trail, there's plenty of outdoor fun. You're sure to enjoy our downtown museums and parks that surround our picturesque clock tower, beautiful fountain and pedestrian bridge.

Please answer the following questions if your tax status is "Governmental Entity":

If a Government Entity, what is your city/town's current population?

26248

If a Government Entity, is your town population growing, stagnant, or declining?

Growing

Project/Program Details

Project / Program Financial Information

Amount Requested

1000

Total Project Cost

7683.11

Project Title

Graham Creek Nature Preserve's Permaculture Garden

Grant Purpose

Please provide a description of your project and programming and explain how the Alabama Power Foundation's funding will be used to support this request. (For purposes of the Grant Agreement between Applicant and Alabama Power Foundation, Inc. the "Grant Purpose").

Graham Creek Nature Preserve (GCNP) is 650 acres of land in conservation in Alabama's coastal zone. GCNP is owned and operated by the City of Foley, making it the largest municipally owned nature preserve in the state! Since its inception in 2008, GCNP has prided itself on its dedication to preserving native plants and wildlife. GCNP hosts a multitude of low-impact outdoor recreation opportunities, such as a kayak/canoe launch, an archery park, four 18-hole disc golf courses, and over 10 miles of hiking trails. Along with the preserve's recreational opportunities, GCNP also hosts a variety of educational workshops, field trips, guided tours, and summer camps at no cost to teach citizens about coastal sustainability and resilience, habitat management and conservation, and pollinators and food production. GCNP's educational opportunities host roughly 5,000 people a year, with visitors ranging in age from kindergarten to senior citizens. While on a field trip, tour, or at a workshop, visitors and students are taught about endangered plants that live within the preserve;

they get to see how our apiary functions with an inside look into one of our observation hives, and they get to see and learn the difference between land that is managed and unmanaged, as well as the management techniques used at the preserve.

As our city and population grow and green space becomes more and more limited, GCNP is looking to expand the preserves educational opportunities with the implementation of a permaculture garden. Permaculture gardens are a sustainable means of food production that pair native plantings with the natural ecosystem around them. We plan to construct the permaculture garden adjacent to the preserve's apiary and add it to the list of stops on tours, field trips, and workshops to teach students and visitors about the relationship between pollinators and the plants that rely on them. We would also use the permaculture garden to educate students and visitors about how and when to harvest fruits and vegetables and provide them hands-on experiences where they will be able to harvest and try fruits and vegetables that were pollinated and grown at GCNP.

We feel as if our vision and goals for GCNP's permaculture garden align with Alabama Powers Good Roots mission. This funding would help provide us an amazing opportunity to not only plant trees and vegetation that would beautify our preserve and our city, but it would also enhance environmental education and allow us to better educate, inspire, and connect with our community. If awarded, we would use the Good Roots Grant to fund the trees, bushes, flowers, plants, and shrubs needed for the garden. GCNP would like to thank the Alabama Power Foundation for the Good Roots Grant opportunity, and we hope to partner to bring the Graham Creek Nature Preserve's Permaculture Garden to life!

Projected Start Date

10/31/2024

Projected Completion Date

4/30/2025

Project Objectives

Describe specific project goals, expected outcomes and impact.

(i.e. what are the accomplishments, who will benefit, etc.)

The goals of the Graham Creek Nature Preserves Permaculture Garden are to develop a self-sustaining food forest/permaculture garden that can be used in GCNP's educational curriculum and be added to GCNP's sustainable agriculture field. The garden will be used to teach students about how to grow their own fruits and vegetables, how to maintain fruit trees, how and when to harvest, and about native pollinator species. Ideally, the outcomes of this project will be an additional educational exhibit for students and visitors of GCNP as well as help beautify the sustainable agriculture field within GCNP for all preserve visitors. With this project, we hope to inspire the next generation of environmental stewards to implement sustainable practices in their communities.

Describe the strategy/timeline for completing this planting. Explain any preplanning involved.

(i.e. preliminary designs, quotes, estimates, planting dates, long-term maintenance and care plans, etc.)

We have staff who are experienced in native plantings, farming, and pollinators to help bring this vision to life. Pre-planning begins with selecting the area in which the garden will be planted and collecting soil samples that will be sent to a lab to be tested. Once we receive the results from the soil test, we will then determine if any soil amendments will need to be added during planting. The project will begin in late 2024/early 2025 with site preparation followed by planting the various fruit trees, shrubs, and bushes during their appropriate season. The work on the permaculture garden will be ongoing as each year and each new season will bring routine maintenance requirements and new opportunities.

Other Contributors

List all support by local community leaders and volunteers. This should include any cash contributions and in-kind services associated with this project. Enter N/A if none.

The City of Foley through its operational accounts will fund the establishment of the permaculture garden to include the remaining costs not covered by this grant opportunity.

Do you plan to raise matching funds?

The total cost to develop the Graham Creek Nature Preserve's Permaculture Garden is \$7,683.11. The plants alone are budgeted at \$1,061.04. The City of Foley will fund the remaining \$61.04 for the costs of plants not covered by the Good Roots Grant as well as the total remaining costs to implement the project.

How will this project be financially sustained?

Example: Will your project require supplies or maintenance in the future? What is your plan for long-term financial support for future needs?

Long-term financial sustainability for this project will be provided by the City of Foley. Graham Creek Nature Preserve and the City of Foley's Sports Tourism Department partner to host a multitude of sports tourism and fundraising events each year on property at Graham Creek. Every October, Graham Creek puts on its annual Haunted Forest attraction, where people come from far and wide to experience the thrills and chills that the woods of Graham Creek have to offer. Each December, the preserve hosts the Graham Creek Christmas Trail, where our half-mile ADA-accessible boardwalk is transformed into a winter wonderland filled with bright lights, displays from holiday classics, a hot chocolate stand, Christmas characters, and even Santa himself. The Archery Shooters Association hosts two archery tournaments a year at Graham Creek Nature Preserve. The Hoyt Easton Pro/Am is hosted annually in February and brings approximately 20,000 people over four days to our preserve. The 3D Collegiate Archery National Championship is held each October and brings roughly 3,000 visitors to the preserve over three days. Lastly, the preserve is also the venue for the Sun Belt Conference Cross Country Championship. This event hosts runners from across the country that all travel to Foley, where they compete at Graham Creek Nature Preserve for a conference title. The revenue generated by these events is what allows Graham Creek to offer its tours, fieldtrips, and workshops completely free of charge and is what funds our habitat management operations, our apiary, and the preserve's amenities. If awarded, these events would also aid in sustaining the Graham Creek Nature Preserve Permaculture Garden.

Additional Project Details

Why do you believe we should fund this project?

We believe our project deserves to be funded because it will provide an additional educational opportunity to our preserve for thousands of students, guests, and community members to use at no cost. This project will also help to beautify our preserve, and we hope it will inspire future generations to peruse a career in the environmental field where they can help make a difference along the Alabama Gulf Coast. The City of Foley is a leader in environmental sustainability and conservation, as displayed through the efforts of the Graham Creek Nature Preserve. The Graham Creek Permaculture Garden will blend seamlessly with the education and conservation efforts that have been ongoing for nearly two decades at Graham Creek Nature Preserve. The City of Foley and Graham Creek Nature Preserve thank Alabama Power for the Good Roots opportunity, and we hope to partner in the near future on this project!

Can you use volunteer support?

You may be familiar with the Alabama Power Service Organization (APSO), a 501c3 organization comprised of Alabama Power employees and their spouses and children. APSO has 10 chapters across the state and those chapters are always looking for new ways to support their communities. If you are chosen for funding, are there any opportunities for partnership with APSO when you facilitate your planting? If so, please elaborate below. (If not, please say N/A.) Volunteer support from ASPO could be used for multiple tasks associated with the permaculture garden. ASPO volunteers could help with planting the trees, bushes, shrubs, and flowers that will

make up the garden. ASPO could also help with routine maintenance such as adding mulch, pruning trees, or weeding the garden as needed.

Good Roots

Good Roots

How many trees are you planting?

Enter numerical value or 0 if your project does not involve planting trees.

20

What type of trees are you planting?

Select tree type from drop-down or N/A if your project does not involve planting trees.

Peach

What land-use type is this tree or beautification item nearest?

Park or other vacant land

Approximately how much does each tree or beautification item cost?

Enter numerical value

22.92

How many other trees or beautification items currently exist in a 100-yard radius around the tree/beautification location?

Enter numerical value. Enter 0 if none.

100

How many caretakers will the trees or beautification items have?

Enter numerical value. Enter 0 if none.

6

(if applicable) How many students will be involved in the planting/care of the trees or beautification items?

Enter numerical value. Enter 0 if none.

0

Attachments

Attachments

Upload Instructions

1. Click Browse
2. Select File
3. Click Upload

Note: Attachments can be uploaded in these file formats: MSWord (.doc, .docx), MSEXcel (.xls, .xlsx), and Adobe Acrobat (.pdf).

Grant Request

Actual grant request with a cover sheet outlining goals, objectives and specific needs addressed if you were to receive the grant. Include an implementation plan and timeline with an outline for any

activities planned in the near future and achievements thus far. Please keep this to no more than four (4) pages.

Project Budget

Project budget with an evaluation plan with specific criteria for judging the program's effectiveness.

IRS Letter

A copy of the program's Section 501(c)(3) IRS determination letter

Site Photos

You may submit photos by combining them into one MS-Word or PDF file. Do not upload JPEG or PNG files.

Site Drawings

You may submit photos by combining them into one (1) MS-Word or PDF file. Do not upload JPEG or PNG files. Technical drawings, such as AutoCAD, are not accepted.

Audited Financial Statement (optional)

A copy of the program's most recent audited financial statement or three (3) consecutive years of the Form 990

Operating Budget (optional)

A copy of the program's current operating budget

Board and/or Trustees (optional)

Complete listing of your board of directors and/or trustees.

Other Supporting Documentation (optional)

Additional documentation that is relevant to your project.

Grant Agreement

Grant Agreement

GRANT AGREEMENT

This Grant Agreement (the "**Agreement**") is entered into by and between you (the "**Applicant**") and Alabama Power Foundation, Inc., an Alabama nonprofit corporation (the "**Foundation**").

The Applicant acknowledges and agrees by its submission of a grant request to the Foundation (an "**Application**") that the Applicant has reviewed this Agreement, that Article I and Article III shall be effective upon submission of the Application, and that Article II shall be effective upon the earlier of: (i) the date that the Foundation's Board of Directors approves a grant for the Applicant (the "**Grant**") or (ii) the date that the Applicant receives the grant funds in the amount approved by

the Foundation (the "**Grant Funds**"). For purposes of this Agreement, the earlier of such dates shall be the date that the Grant was authorized by the Foundation (the "**Date Authorized**").

Submission of an Application signifies the Applicant's agreement to comply with the terms of this Agreement. The Applicant agrees that its completion and submission of the Application, its agreement to be subject to the terms of this Agreement, and the Foundation's review of the Application, provide good and valuable consideration for this Agreement, the receipt and sufficiency of which are acknowledged. The effective date of this Agreement is the date that the Application was submitted.

Only an authorized signatory of the Applicant is permitted to submit an Application. By submitting an Application, the submitter represents that they are an authorized signatory of the Applicant. Failure to comply with this paragraph shall be grounds for the revocation of any Grant approved by the Foundation and the immediate return of any Grant Funds received by the Foundation.

The effectiveness of this Agreement and the Applicant's submission of an Application do not (i) create an obligation for the Foundation to approve the Applicant's Application or make a Grant to the Applicant in any amount or (ii) entitle the Applicant to receive a Grant from the Foundation in any amount. ***Should any part of this Agreement not be satisfactory, please do not submit an Application until the issues are resolved.***

In its Application, the Applicant (i) has designated its Applicant Tax Status as either "Public Charity", "Church", or "Government Entity"; (ii) has submitted an "Applicant Address"; and (iii) has disclosed the "Grant Purpose". All such terms, as used in this Agreement, shall have the meanings given to them in the Application; provided, however, that the term "Grant Purpose" may be subsequently amended in a writing from the Foundation. The term "**Grant Period Expiration**" shall mean a date designated by the Foundation.

ARTICLE I

1. Certification of the Applicant's Tax-Exempt Status.

a. The Applicant certifies that it is not a private foundation because it is an organization described in Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder (the "**Code**") Section 509(a)(1) or (2), in Code Section 509(a)(3) (unless described in Code Section 4942(g)(4)(A)(i) or (ii)), or in Code Section 4940(d)(2).

b. For any Applicant which has an Applicant Tax Status of "Public Charity", the Applicant certifies as follows:

i. It has been classified by the Internal Revenue Service as an organization which is described in Section 501(c)(3) of the Code and which is not a private foundation because it is an organization described in Code Section 509(a)(1) or (2), in Code Section 509(a)(3) (unless described in Code Section 4942(g)(4)(A)(i) or (ii)), or in Code Section 4940(d)(2);

ii. The classifications in Section 1.b.i. of this Article I have not been modified or revoked;

iii. It has not received notice of any proposal by the Internal Revenue Service to modify or revoke the classifications in Section 1.b.i. of this Article I; and

iv. If its status as an organization which is not a private foundation depends upon percentage of support calculations, the funds paid to it under this Agreement will not cause the loss of such status

The Applicant agrees that it shall promptly notify the Foundation in writing of any revocation or modification of, or any proposal by the Internal Revenue Service to revoke or modify, the classifications referred to above

c. For any Applicant which has an Applicant Tax Status of "Church", the Applicant certifies as follows:

i. The Applicant has not applied with the Internal Revenue Service to be classified as an organization which is described in Code Section 501(c)(3);

ii. The Applicant has a separate legal existence, and it has employer identification number issued by the Internal Revenue Service;

iii. The Applicant has a recognized creed and form of worship, has a written statement of faith, has an established location for worship, and is led by an ordained minister;

iv. The Applicant has at least fifty regular congregants, normally meets at least once a week for a religious service, and has been in existence for at least three years;

v. To the best of the Applicant's knowledge, the Internal Revenue Service treats contributions to the Applicant as deductible charitable contributions;

vi. The grant herein will not be used to increase the compensation paid to the Applicant's minister or his or her family members;

vii. To the best of the Applicant's knowledge, the Internal Revenue Service has not questioned whether the Applicant is an organization which is described in Code Section 501(c)(3) or whether the Applicant is a private foundation as provided in Code Section 509;

viii. If the Applicant's status as an organization which is not a private foundation depends upon percentage of support calculations, the funds paid to it under this Agreement will not cause the loss of such status.

The Applicant agrees that it shall promptly notify the Foundation in writing of any change in the certifications made above.

d. For any Applicant which has an Applicant Tax Status of "Government Entity", the Applicant certifies as follows:

i. It is an instrumentality of the State of Alabama which is described in Code Section 170(c)(1);

ii. The classifications in Section 1.d.i. of this Article I have not been modified or revoked; and

iii. It has not received notice of any proposal by the Internal Revenue Service to modify or revoke the classifications in Section 1.d.i. of this Article I.

The Applicant agrees that it shall promptly notify the Foundation in writing of any revocation or modification of, or any proposal by the Internal Revenue Service to revoke or modify, the classifications referred to above.

2. Protection of the Foundation's Tax-Exempt Status. The Foundation is an organization exempt from federal income tax under Code Section 501(c)(3), is a private foundation, and, as such, is subject to various rules, restrictions, and prohibitions governing the conduct of its affairs. The Applicant agrees as follows:

a. The Applicant will not, directly or indirectly, do any act or expend any portion of the Grant Funds in a way which will jeopardize the tax-exempt status of the Foundation;

b. The Applicant will not take any action that could result in the imposition of a private

foundation excise tax upon the Foundation;

c. The Applicant's activities to be undertaken with the Grant Funds will provide a benefit to the public at least as great (if not greater) than the benefits conferred upon any of the following:

i. The Foundation, Alabama Power Company, or affiliates of either of them (Alabama Power Company and its affiliates are referred to together as the "**Protected Entities**"); or

ii. The current or past employees, officers, directors, controlling shareholders, or relatives of the Foundation or any of the Protected Entities.

d. While the Foundation may choose to accept sponsorship recognition or exercise any naming rights related to the Grant, the Applicant will use its best efforts not to provide such benefits to the Protected Entities;

e. To the extent that any of the Protected Entities also make a grant to the Applicant, any resulting sponsorship benefits or naming rights for the Protected Entity shall not be enhanced because of the Foundation's Grant;

f. None of the Protected Entities nor the Foundation shall receive access to any data generated by the Project which data is not first or concurrently made available to the public;

g. If applicable, there shall not be preferential treatment in the admissions process as a result of the Grant to the benefit of any current or past employee, officer, director, or controlling shareholder (or the relative of any of the foregoing) of the Foundation or any of the Protected Entities;

h. If applicable, neither the Foundation nor any of the Protected Entities will be consulted as to specific persons who should receive any scholarships offered as a result of the Grant;

i. If applicable, none of the Protected Entities nor the Foundation shall receive any preferential treatment in hiring as a result of the Grant;

j. If applicable, the Applicant shall not provide volunteers at outreach events sponsored by the Protected Entities as a result of the Grant;

k. If applicable, no electricity produced in the fulfillment of the Grant Purpose, as approved by the Foundation shall be fed into an electrical system interconnected with electrical grids operated by any of the Protected Entities; and

l. If applicable, none of the Protected Entities nor the Foundation shall receive any Renewable Energy Certificates or other benefits relating to the Project.

3. Compliance with Alabama Ethics Laws.

a. The Applicant hereby certifies that no public official or public employee (or their family members), as those terms are defined in Section 36-25-1, Code of Alabama (1975), will be compensated by or otherwise receiving personal gain or financial benefit from the Applicant or the Grant.

b. The Foundation hereby notifies the Applicant that, pursuant to Advisory Opinion No. 2016-29 of the Alabama Ethics Commission, it is the Applicant's obligation to verify that no such public official or public employee (or their family members) are compensated by or otherwise receiving personal gain or financial benefit from the Applicant or the Grant.

ARTICLE II

1. Expenditure of Grant Funds.

a. The Grant Funds may only be used for those reasonable expenses incurred by the Applicant in connection with the Grant Purpose. The Applicant shall maintain records sufficient to prove to the Foundation, subject to its sole and absolute discretion, that none of the Grant Funds have been used for any purpose other than the Grant Purpose.

b. The Applicant is responsible for the expenditure of Grant Funds and for maintaining adequate supporting records consistent with generally accepted accounting practices. All such records shall be maintained for at least five years after the Grant Period Expiration and, upon request by the Foundation, shall be made electronically available to the Foundation, its auditors, or other agents.

c. If the Grant Purpose should become obsolete, inappropriate, or impractical, or if there are any material changes in the Applicant's plans for utilization of the Grant Funds, the Applicant is responsible for seeking a written amendment to the Agreement. In the event that the Applicant is unsure whether proposed changes are "material changes" for purposes of this subsection, the Applicant shall consult with appropriate staff of the Foundation.

d. The Foundation has no obligation to provide additional support to the Applicant. In addition to the termination rights in Article III, Section 2 of this Agreement, the Foundation's obligation to provide support under this Agreement shall terminate if it determines that the Applicant has failed to perform in accordance with the terms of this Agreement.

e. No portion of the Grant Funds provided under the terms of this Agreement may be used to support the following:

i. Payment of Applicant salaries;

ii. Individuals chosen by the Foundation or any of the Protected Entities, except via a scholarship program of the Foundation approved by the Internal Revenue Service;

iii. Groups providing earmarks of funds to specific individuals rather than making expenditures on behalf of classes of needy persons;

iv. Any contributions or expenditures in support of – or in opposition to – any candidate for political office (federal, state, or local), political party, political committee that supports political candidates or parties, or nonprofit organization that will use the funds for political activities;

v. Any "electioneering communications" as that term is defined under federal or state law;

vi. Any action to carry on propaganda or otherwise attempt to influence legislation;

vii. Any action to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;

viii. Organizations over which the Foundation would be required to exercise "expenditure responsibility"; and

ix. Organizations that are controlled (directly or indirectly) by the Foundation or any disqualified person.

2. Publicity. Announcement of this Grant to the public may be made by the Applicant or the Foundation, except as provided herein. The Applicant shall provide notice to the Foundation prior to

the use of the Foundation's name or logo and shall send to the Foundation a copy of any published accounts mentioning the Grant. The Applicant grants a royalty-free license for the Foundation to use its name and logo in any publications made by or on behalf of the Foundation.

3. Written Reports to the Foundation. The Applicant will submit, in a form approved by the Foundation in writing, a completed written report to the Foundation six months from the Date Authorized and every six months thereafter until the Grant Period Expiration (the "**Semi-Annual Reports**"). The Applicant shall also submit, in a form approved by the Foundation in writing, a report to the Foundation upon the Grant Period Expiration (the "**Final Report**" and together with the "**Semi-Annual Reports**", the "**Reports**", and each a "**Report**"). Such Reports shall supply any information requested by the Foundation that will assist it in determining that the Grant Funds were used in accordance with the terms of this Agreement and for the Foundation to fulfill its own reporting responsibilities. The Foundation may also request such reports as it believes to be appropriate or necessary in its sole and absolute discretion. In the event that Applicant fails to submit Semi-Annual Reports, a Final Report, or any other materials requested by the Foundation in a compliant manner and such failure continues for a period of 30 days past the date on which such materials were due, Applicant acknowledges that, in addition to Foundation's rights under Section 5 of this Article II, Foundation may refrain from considering the Applicant as an awardee for any subsequent grant applications.

4. Evaluation. The Foundation may, at its own expense, monitor and conduct an evaluation of the Applicant's activities utilizing the Grant Funds. This evaluation may include site visits. Such visits will be made at the Foundation's discretion and upon reasonable notice to the Applicant.

5. Return of Grant Funds. The Applicant will return to the Foundation any unexpended Grant Funds within 60 days of the Grant Period Expiration unless the Applicant has requested and received from the Foundation a written extension of the Grant Period Expiration. All Grant Funds shall be promptly returned if:

- a. the Applicant violates any of the terms in this Agreement; or
- b. the Foundation determines, in its sole judgment, that such action is necessary to comply with the requirements of any law or regulation relating to the Foundation's tax status or any of the private foundation excise taxes found in the Code.

ARTICLE III

1. Indemnification. Except to the extent prohibited by law, the Applicant shall indemnify and hold harmless the Foundation, and the officers, directors, employees, and agents of the Foundation, from all losses, expenses, liabilities, demands, claims, and judgments, including all court costs and reasonable attorneys' fees, arising out of injury (including death) to any person or damage to any property to the extent resulting from any act or omission of the Applicant. The Applicant covenants not to sue the Foundation, its officers, directors, employees, agents, or contractors, under any circumstances or upon any grounds with respect to the services bargained for under the terms of this Agreement, or any part thereof, or any injury, damage, or loss, whether physical or economic, to the persons or property resulting therefrom.

2. Termination. The Foundation reserves the right at any time to terminate this Agreement, in its sole and absolute discretion. In such event, if the Foundation shall determine, in its sole and absolute discretion, that the Applicant has made any misrepresentations, has in any way misused the Grant Funds, if any, or has done anything inconsistent with this Agreement, the Applicant shall promptly return any expended and unexpended Grant Funds, if any, to the Foundation. In the event of any termination by the Foundation, if the Foundation shall determine, in its sole and absolute discretion, that Applicant has not made any misrepresentations, has not in any way misused the Grant Funds, if any, or has not done anything inconsistent with this Agreement, the Applicant shall promptly return any unexpended Grant Funds, if any, to the Foundation.

3. Rights to Reports, Materials, Books, and Articles. Reports, materials, books, and articles resulting from this Grant may be copyrighted by the Applicant or by the author, in accordance with the policies of the Applicant toward the goal of obtaining the widest dissemination of such reports, materials, books, and articles. The Foundation reserves a royalty-free license to use such publications.

4. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given, (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this paragraph):

If to the Foundation:

President
Alabama Power Foundation, Inc.
P.O. Box 2641
Mail Stop 17N-0011
Birmingham, Alabama 35291

Email communications may be sent to the email address of the President of the Foundation.

If to the Applicant, such communication may be addressed to the Applicant, in care of the lead officer of the Applicant specified in the Application, at the Applicant Address specified in the Application. Email communications may be sent to an email address given in the Application or otherwise known to the Foundation.

5. Other Laws. If any provision of this Agreement is found to conflict with or violate any federal or state law or regulation, such conflicting provision will be modified to bring the Agreement into compliance with the conflicting law or regulation. However, all other provisions will continue to be administered in accordance with the Foundation's intent.

Acknowledged and Agreed:

/s/ Staci Brooks
Staci Brooks
President
Alabama Power Foundation

Grant Agreement

No I am an authorized signatory for the Applicant.

An authorized signatory is a person who has been given the authority to sign on behalf of, and to contractually bind, the Applicant by the applicable governing body of the Applicant, i.e. a board of directors, school board, or principal.

Signatory Authorization Form

If you need to provide signatory authorization proof, please [download this form](#), complete and attach below.

Signatory Authorization

Choose the file and click upload.

First Name

Last Name

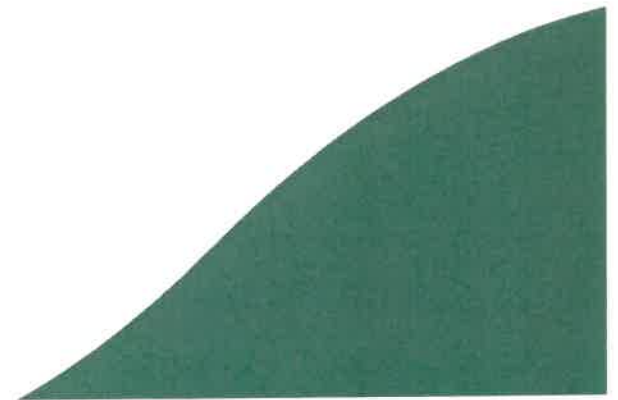
Title



ALABAMA POWER FOUNDATION 2024 GOOD
ROOTS GRANT PROPOSAL

GRAHAM CREEK
NATURE PRESERVE'S
PERMACULTURE
GARDEN

CITY OF FOLEY
ENVIRONMENTAL
DEPARTMENT



2024 Good Roots Grant request

Graham Creek Nature Preserve (GCNP) is 650 acres of land in conservation in Alabama's coastal zone. GCNP is owned and operated by the City of Foley, making it the largest municipally owned nature preserve in the state! Since its inception in 2008, GCNP has prided itself on its dedication to preserving native plants and wildlife. GCNP hosts a multitude of low-impact outdoor recreation opportunities, such as a kayak/canoe launch, an archery park, four 18-hole disc golf courses, and over 10 miles of hiking trails. Along with the preserve's recreational opportunities, GCNP also hosts a variety of educational workshops, field trips, guided tours, and summer camps at no cost to teach citizens about coastal sustainability and resilience, habitat management and conservation, and pollinators and food production. GCNP's educational opportunities host roughly 5,000 people a year, with visitors ranging in age from kindergarten to senior citizens. While on a field trip, tour, or at a workshop, visitors and students are taught about endangered plants that live within the preserve; they get to see how our apiary functions up close with the use of observation hives, and they get to see and learn the difference between land that is managed and unmanaged, as well as the management techniques used at the preserve.

As our city and population continue to grow and the number of visitors, students, and community members that visit our preserve increases, GCNP looks to expand the preserve's educational opportunities with the implementation of a permaculture garden. Permaculture gardens are a sustainable means of food production that pair native plantings with the natural ecosystem around them. We plan to construct the permaculture garden adjacent to the preserve's apiary and add it to the list of stops on tours, field trips, and workshops to teach students and visitors about the relationship between pollinators and the plants that rely on them. We would also use the permaculture garden to educate students and visitors about how and when to harvest fruits and vegetables and provide them hands-on experiences where they will be able to harvest and try fruits and vegetables that were pollinated and grown at GCNP.

The goals of the Graham Creek Nature Preserves Permaculture Garden are to develop a self-sustaining food forest/permaculture garden that can be used in GCNP's educational curriculum and be added to GCNP's sustainable agriculture field. The garden will be used to teach students about how to grow their own fruits and vegetables, how to maintain fruit trees, how and when to harvest, and about native pollinator species. Ideally, the outcomes of this project will be an additional educational exhibit for students and visitors of GCNP as well as help beautify the sustainable agriculture field within GCNP for all of the preserves guests to enjoy. With this project, we hope to inspire the next generation of environmental stewards to implement sustainable practices in their communities.

We feel as if our vision and goals for GCNP’s permaculture garden align with Alabama Power’s Good Roots mission. This funding would help provide us an amazing opportunity to not only plant trees and vegetation that would beautify our preserve and our city, but it would also enhance environmental education and allow us to better educate, inspire, and connect with our community. If awarded, we would use the Good Roots Grant to fund the trees, bushes, flowers, plants, and shrubs needed for the garden. Graham Creek Nature Preserve and the City of Foley would like to thank the Alabama Power Foundation for the Good Roots Grant opportunity, and we hope to partner to bring the Graham Creek Nature Preserve’s Permaculture Garden to life!

Implementation Plan:

Activities	Duration	Oct-24	Nov-24	2025 Q1
Design & Preperation				
Permaculture Staff Planning Meetings	3 weeks	█ █ █		
Quote Materials & Build Budget	3 weeks	█ █ █		
Develop Site Plan	3 weeks	█ █ █		
Pull Soil Samples From Garden Site	1 week		█	
Order Fence Materials, Water System & Mulch	1 week		█	
Herbicide Existing Ground Cover In Site Area	1 week		█	
Construction and Planting				
Construct Fence	1-2 weeks		█ █	
Fill Fenced Area With Mulch Layer	1-2 weeks		█ █	
Purchase Plants For Pre-Winter Planting	1 week		█	
Plant Pre-Winter Plants (Fruit Trees & Bushes)	1 week			█
Plant Post-Winter Plants	1 week			█

The first step in implementing the Graham Creek Nature Preserve Permaculture Garden is to take soil samples from the area that we plan to put the garden in. We plan to take the soil samples in November of this year. Once the samples are pulled, they will be sent to a lab to determine if any soil amendments will be needed when planting begins. Next, we plan to order the construction material needed for the garden’s fence and start site preparation, followed by fence construction in November of this year as well. The total cost for all supplies needed for the permaculture garden has already been calculated and is in the budget section of this proposal. After the fence is constructed, we will then fill the area of the garden with a 4-6 inch layer of mulch to suppress existing vegetation and to begin improving soil health. After the mulch has been spread, the fruit trees, bushes, shrubs, flowers, and seeds that are going to be planted in the garden will be purchased. The budget outlining the cost of the plants has already been established and is included in the budget section of this proposal. The fruit trees and any plants that are hardy enough to be planted through the winter will be planted in November or December, with plantings of the bushes, trees, or shrubs not recommended to be planted in late fall or early winter to follow in the spring. Once all of the plants have been planted, the

garden will officially be completed. It will continue to be monitored, watered, and have routine maintenance conducted.

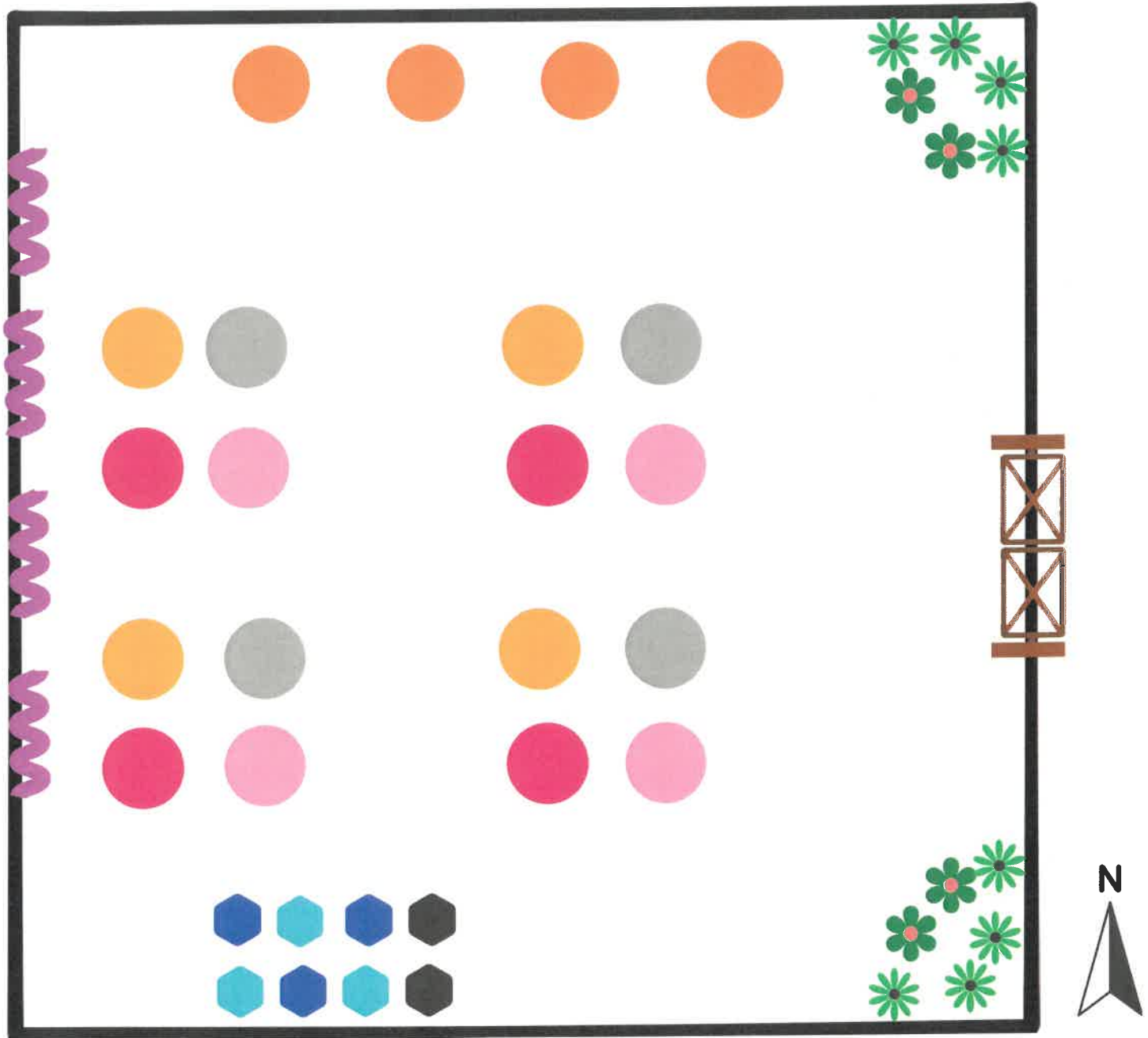
Graham Creek Nature Preserve's Permaculture Garden Budget

Permaculture Budget		Details	Amount	Price	Total
Fence					
T-posts	6 ft		64	7.64 ea	\$488.96
Clips	100 pack		1	8.99 ea	\$8.99
4x4 Wood Posts	8 ft		12	10.28 ea	\$123.36
6x6 Corner Wood Posts	8 ft		4	32.18 ea	\$128.72
U Nails	365 pack		1	7.33 ea	\$7.33
Mesh Wire Fencing	100 ft x 5 ft		4	149 ea	\$596
Gate	6 ft x 5 ft		1	108 ea	\$108
Concrete			20	6.67 ea	\$133
					\$1,594.76
Soil					
Soil testing	Auburn Soil Test Kit		1	29.95 ea	\$29.95
	Pine bark, Delivered.				
Mulch	Per Cu Yd.		100	38 ea	\$3,800
Contractors Paper	160 ft long		3	15.25 ea	\$46.05
Mycorrhizal root enhancer	1 pound		2	22.19 ea	\$44.38
Organic Fertilizer	Depending on soil test findings				\$100.00
					\$4,020.38
Water System					
Portable bladder	200 gallons for truck bed		1	489.99 ea	\$489.99
Hose attachment	Attached to bladder		1	34.99 ea	\$34.99
Shipping					\$428.99
Hose	Soft. Non-kinking. 75 ft		1	39.89 ea	\$39.98
Sprayer			1	12.98 ea	\$12.98
					\$1,006.93
Plants					
Citrus Tree	Persimmon 5 gal		4	49.95 ea	\$199.80
Plum tree	Santa Rosa 3 gal		4	21.21 ea	\$84.84
Plum Tree	Florida Won 3 gal		4	21.21 ea	\$84.84
Peach tree	Florida King 3 gal		4	21.21 ea	\$84.84
Peach tree	Tropic Snow 3 gal		4	21.21 ea	\$84.84
Grapes	Muscadine 5 gal		4	18.81 ea	\$75.24
Highbush blueberry	3 gal		6	14.95 ea	\$89.70
Blackberry	2 gal		2	18.75 ea	\$37.50
Hydrangea	Summer Crush 3 gal		4	23.96 ea	\$95.84
Canna Lilly	1 gal		8	17.95 ea	\$143.60
Bocking 14 Comfrey	Dynamic Accumultor				\$50.00
Various Seed Packets	Herbs and Mineral Fixing				\$30.00
					\$1,061.04
					\$7,683.11

Evaluation Plan:

The Graham Creek Nature Preserve Permaculture Garden will be monitored at a minimum of twice a week by GCNP staff. The plants within the garden will be watered regularly based on individual species needs. The success of the project will be evaluated in multiple ways. The first way to determine the project's success will be the survivorship of the plants within the garden after one year. We can determine this by counting the number of plants that remain alive after a year and comparing the counts to the total number of plants that were initially planted when the project began. Another way to assess the success of the project is fruit/food production. The amount of fruit produced by the garden will determine how successful we were at implanting the project. Harvested fruit will be counted and logged to keep record of the amount of fruit produced each year. Fruit production will also give us an insight into the total health of the garden. Lastly, the success of the Graham Creek Permaculture Garden can be gauged by public interest through our outreach and education events. We can determine success by the number of students we educate about the use of permaculture as a sustainable form of agriculture.

GCNP Permaculture Garden Site Plan



Key:



Muscadine



Persimmon Tree



Tropic Snow Peach



Florida King Peach



Flatwoods Plum



Santa Rosa Plum



Blue Berry Species # 1



Blue Berry Species # 2



Black Berry



Hydrangea



Canna Lilly