

EDWARD F. POOLOS
DIRECTOR

JEFFERY W. KITCHENS
DEPUTY DIRECTOR



KAY IVEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

March 2, 2026

Honorable Ralph Hellmich, Mayor
City of Foley
Attention: Mayor's Office
407 East Laurel Avenue
Foley, AL 36535

RE: Cooperative Agreement for the Wolf Bay Watershed Protection Project - Beulah Heights Regional Stormwater Facility Enhancement (FY23)

Dear Mayor Hellmich:

Enclosed you will find two (2) copies of a Cooperative Agreement between the Alabama Department of Environmental Management (ADEM) and the City of Foley. The Cooperative Agreement will provide funding to implement low impact development practices to reduce nonpoint source pollutants to Wolf Creek, which is a tributary to Wolf Bay - an Outstanding Alabama Waterway.

Please sign and return all copies of the Cooperative Agreement to the Department. Please send the information via regular mail to the address below and via e-mail at smcglynn@adem.alabama.gov.

ADEM: Nonpoint Source Unit/Office of External Affairs
ATTN: Shannon McGlynn
Post Office Box 301463
Montgomery, Alabama 36130-1463

If you have any questions, feel free to contact Shannon McGlynn by phone at (334) 274-4196 or by email at smcglynn@adem.alabama.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Lynn Battle".

M. Lynn Battle, Chief
Office of External Affairs

Enclosures: Cooperative Agreement (2)
Scope of Services (1)
Project Workplan and Attachments (1)

MLB/slm

Birmingham Office
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Office
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Coastal Office
1615 South Broad Street
Mobile, AL 36605
(251) 450-3400
(251) 479-2593 (FAX)



STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

COOPERATIVE AGREEMENT
BETWEEN THE CITY OF FOLEY
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between City of Foley, UEI# H1R1JL526DY5 (Subrecipient) and the Alabama Department of Environmental Management (Department) pursuant to an appropriation by the U.S. Environmental Protection Agency (hereafter called "EPA"). This Agreement will provide for installation of low impact development practices that will reduce nonpoint source pollutant loadings and water volume discharges to Wolf Creek which is a tributary of Wolf Bay and an Outstanding Alabama Water.

The parties hereto agree as follows:

1. Scope of Services

The Subrecipient will provide services as set out in the Scope of Services, which is included with this Agreement as Attachments A & B, which are incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Subrecipient an amount not to exceed \$344,420 for the services performed under this Agreement. Unless otherwise specified in the workplan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Subrecipient shall submit an invoice not more than once per month to the Department for the actual cost incurred. The Subrecipient shall submit the invoice statements itemizing the expenditure. The final invoice shall be submitted within forty-five (45) days of expiration of this Agreement.

C. The Subrecipient agrees to provide a minimum of \$229,613 in nonfederal funds or services on the project, in addition to the amount noted in subparagraph 2A. The Subrecipient shall submit with the invoice statements itemizing the expenditure on those matching funds.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed and shall terminate September 2, 2027. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama

Legislature and/or the EPA and is subject to termination in the event of pro-ration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the agreement in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

4. Termination of Agreement for Cause

If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Subrecipient shall, at the option of the Department, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Subrecipient may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Subrecipient shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Subrecipient shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, including any increases or decreases in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the Department and the Subrecipient shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the EPA issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Subrecipient under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement BG96464623 to the Alabama Department of Environmental Management. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does EPA endorse trade names or recommend the use of commercial products mentioned in this document.

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise here from.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Subrecipient.

15. Audits and Access to Records

The Subrecipient agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared and an audit is performed as a result of OMB Uniform Guidance requirements, the Subrecipient shall provide the Department with a copy of its audit report covering the period of this agreement within thirty (30) days of receipt by the Subrecipient of the auditor's report.

If OMB Uniform Guidance is applicable, the Subrecipient agrees that the Comptroller General of the United States or any of his/her duly authorized representatives, the EPA Office of Inspector General or any of his/her duly authorized representatives, the Director of the Department or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, (ninety days after 9/30/2027), have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Subrecipient involving transactions related to this Agreement. This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interviewing and having discussion related to such documents. The Subrecipient agrees to provide access to any or all documents, papers, records and directly pertinent books of the Subrecipient involving transaction related to this Agreement upon written request from the Director of the Department.

16. Taxes

The Subrecipient is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Subrecipient Not Entitled to Merit System Benefits

In the case of Non-State Agencies, under no circumstances shall the Subrecipient or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

19. Alternative Dispute Resolution

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolutions shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

20. Requisite Reviews and Approvals

Subrecipient acknowledges and understands that this agreement is not effective until it has received all requisite state government approvals and City of Foley shall not begin performing work under this agreement until notified to do so by the Alabama Department of Environmental Management. The subrecipient is entitled to no compensation for the work performed prior to the effective date of this contract.

21. Immigration Affirmation

“By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

22. Prohibition against Boycotting by Subrecipients

In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based on or doing business with a jurisdiction with which this state can enjoy open trade.

23. Suspension and Debarment

The Subrecipient certifies to the best of its knowledge and belief that it and the principles are in compliance with the requirements of 2 CFR 180.335 and understands that falsely representing this certification by accepting the terms and conditions of this agreement may result in the rejection of this proposal or termination of the award.

24. No Funds for Lobbying Clause.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

25. Economic Boycott Act 2023-409

In compliance with Act 2023-409, by signing this contract, Contractor provides written verification that the Contractor, without violating controlling law or regulation, does not and will not, during the term of this contract engage in economic boycotts as the term “economic boycott” is defined in Section 41-16-160, Code of Alabama 1975.

26. Non-appropriation and Proration (41-4-144 (C)).

When funds are not appropriated or made available to support the continuation of performance in a subsequent fiscal year, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under this contract. To the extent permissible by law, this cost of cancellation may be paid by any appropriations available for that purpose.

In the event that pro-ration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

27. Build America Buy America Act. Public Law 117-58. Secs 70911 - 70917

The Subrecipient shall comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Subrecipient understands includes, but is not limited to, the following requirements that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements"), unless (i) the Subrecipient has requested and obtained a waiver from ADEM pertaining to the Project or the Project is otherwise covered by a general applicability waiver, or (ii) ADEM has advised the Subrecipient in writing that the Build America, Buy America Requirements are not applicable to the Project.

ALABAMA DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

CITY OF FOLEY

By: _____
Edward Poolos
Director

By:  _____
Ralph Hellmich
Mayor

As to Legal Form

IN WITNESS WHEREOF, the parties hereto duly executed this Agreement on this the _____ day of _____ 2025.

Attachment A
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification	
(i.) Subrecipient name	City of Foley
(ii.) Subrecipient's unique entity identifier	H1R1JL526DY5
(iii.) Federal Award Identification Number (FAIN);	BG96464623
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	02/18/2023
(v.) Subaward Period of Performance Start and End Date;	The date of execution of the cooperative agreement to September 2, 2027.
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$344,420.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$344,420.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$344,420.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Performance Partnership Grant (PPG)
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	U.S. Environmental Protection Agency (EPA), Alabama Department of Environmental Management Lynn Battle, Chief Office of External Affairs MLB@adem.alabama.gov (334)394-4354
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 66.605 – FY23 PPG; BG96464623 total Federal Award issued to ADEM, which is registered in SAM with the UEI number QEJLN2QTSEZ5, is \$26,823,889.00
(xii.) Identification of whether the award is R&D; and	This is not an R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for BG96464623 is 37.40%. The de minimis rate is not charged.

**ATTACHMENT B
SCOPE OF SERVICES**

*U.S. Environmental Protection Agency Clean Water Act Section 319 (h)
Watershed Implementation Funds through the Performance Partnership Grant (PPG)
Alabama Nonpoint Source Management Program*

**FY2023 - Watershed Project Workplan: Wolf Bay Watershed Protection Project - Beulah Heights Regional Stormwater
Facility Enhancement**

Overview:

Upon the effective date of requisite state government approval and notification by the Alabama Department of Environmental Management (Department), City of Foley (Subrecipient), agrees to effectively and expeditiously facilitate and assure compliance with all applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement, the Federal Award, and any attachments.

The Department's project coordinator for the above listed project is Shannon McGlynn, Nonpoint Source (NPS) Unit. The project coordinator can be reach at (334) 274-4196. All reports and other draft submissions should be submitted electronically to smcglynn@adem.alabama.gov. A certification statement regarding truth and accuracy as well as an original signature should be submitted with each invoice. Invoices with supporting documentation should be mailed to:

Shannon McGlynn,
Nonpoint Source (NPS) Unit
Alabama Department of Environmental Management
PO Box 301463
Montgomery, AL 36130-1463

General Terms and Conditions

- A. The Subrecipient agrees to comply with the current EPA general terms and conditions available at:
<http://www.epa.gov/grants/grant-terms-and-conditions>

These terms and conditions are in addition to the assurances and certifications made as a part of the Agreement and the terms, conditions, or restrictions cited throughout the agreement.

The Code of Federal Regulations (CFR) is a collection of general and permanent rules created by the executive agencies and departments of the Federal government. Federal regulations are the enforceable rules behind the acts that are passed into law by Congress. The EPA has adopted the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities guidance, which is commonly known as the Uniform Grant Guidance (UGG) ([2 CFR 200](#) and [2 CFR 1500](#)).

- B. The Subrecipient agrees to comply with cross-cutting public policy requirements applicable to federal grants. The term public policy indicates that the requirement is based on social, economic, or other objectives or considerations that may be attached to the expenditure of federal funds by grantees, consortium participants, and Contractors, in general, or may relate to the expenditure of federal funds for research or other specified activities.

EPA cross-cutting public policy requirements include but are not limited to:

- Common EPA Public Policy Requirements - <https://www.epa.gov/grants/public-policy-requirements#common-epa>
- Construction-Related Requirements - <https://www.epa.gov/grants/public-policy-requirements#construction-related>

- C. The Subrecipient agrees to comply with EPA public awareness terms and conditions - <https://www.epa.gov/grants/grant-terms-and-conditions#public>

- D. The Subrecipient is aware they are subject to the same requirements as those that apply to the Department's EPA award as required by 2 CFR 200.331(a)(2). These requirements include, among others:

- Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
 - Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation."
 - Limitations on individual consultant fees as set forth in 2 CFR 1500.9 and the General Condition of the pass-through entity's agreement with EPA entitled "Consultant Fee Cap."
 - EPA's prohibition on paying management fees as set forth in General Condition of the passthrough entity's agreement with EPA entitled "Management Fees."
 - The Procurement Standards in 2 CFR Part 200 including those requiring competition when the Subrecipient acquires goods and services from Contractors (including consultants). EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific, and EPA encourages pass-through entities to review the terms of their Agreement carefully and consult with the assigned project coordinator for advice if necessary.
- E. Requirement for System for Award Management (SAM) - The Subrecipient must maintain the information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the Subrecipient reviews and updates the information **at least annually** after the initial registration, and more frequently if required by changes in the information. Additional information about registration procedures may be found at the System Award Management (SAM) Internet site: <https://www.sam.gov/SAM/>.
- F. EPA has developed numerous policies and guidance to ensure effective grants management, including EPA Orders, Subrecipient /Applicant Information Notices (RAIN), Grants Policy Issuances (GPI), Best Practices, and other guidance documents. These policies and guidance cover topics related to particular Subrecipient's, programs, activities or overall streamlining efforts. The Subrecipient can find EPA grant policies and guidance at <https://www.epa.gov/grants/epa-grants-policy-resources>.

Nationally Consistent Programmatic § 319 Grant Conditions from the PPG Assistance Agreement

1. Reporting Requirements

The Subrecipient agrees to comply with all reporting requirements required by EPA regulation 2 CFR 200, Section (§) 319(h) (10) and § (11) of the Clean Water Act, and by the Nonpoint Source Program and Grants Guidelines for States and Territories (2024). Failure to comply with the above referenced reporting requirements may result in a disruption of grantee funding and/or early termination of the agreement in accordance with 2 CFR 200.

2. Project Reports

The Subrecipient agrees to submit reports for all projects identified in the approved work plan, including those performed by the Subrecipient, Contractors, and through interagency agreements. Reports shall include a comparison of actual accomplishments to the outputs (deliverables)/outcomes (measures of success) established in the workplan for that period, the reasons for slippage if those outputs/outcomes could not be met, and any other pertinent information such as cost overruns.

Subrecipient agrees to inform the project coordinator as soon as problems, delays, or adverse conditions arise which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan to ensure proper EPA notification is completed.

A final project report is due to the project coordinator within **sixty (60) days** after the end of the Agreement Project Period. The report must describe project activities and identify and discuss the extent to which project goals have been achieved, and the amount of funds spent on the project. The report should emphasize successes, failures, lessons learned, load reduction data, and should include any available water quality and habitat data demonstrating project results.

3. GRTS

The Subrecipient will report BMP and load reduction data as projects are implemented. At a minimum, the BMP and load reduction data will be reported by February 15th of each year for projects implementing BMPs in the previous fiscal year.

4. Quality Assurance

The Subrecipient agrees to continue to implement and adhere to its EPA-approved Quality Management Plan (QMP) in accordance with EPA QA/R-2, EPA Requirements for Quality Management Plans. If not included under the approved QMP, a stand-alone QAPP is required for those projects/activities that result in the collection and/or generation of environmental information, metrics,

or data. The Subrecipient agrees to ensure that an approved site specific QAPP is completed for each project. The QAPPs will be reviewed and approved by the Subrecipient prior to the reimbursement for collection of any environmental information or data. A copy of the approved QAPPs must be retained with the Subrecipient's official records for this Agreement.

5. STORET Data Reporting

The Subrecipient agrees to enter water quality monitoring data, for data collected in a waterbody pursuant to the implementation of a §319 project, into EPA's "storage and retrieval" (STORET) data system. All water quality data generated with §319 funding, either directly or by sub-award, are required to be transmitted into the STORET data warehouse using either the Water Quality Exchange (WQX) or WQXweb.

6. Sufficient Progress

EPA may terminate the assistance agreement for failure of the Subrecipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project. In determining sufficient progress, EPA may also consider the rate of expenditure of funds (unliquidated obligations), as well as the findings from the most recent performance and progress determination.

7. Watershed-based Plans

Upon request, the Subrecipient shall provide a copy of any available information regarding the status of implementation activities and results, including but not limited to any reports on BMPs implemented; federal funds expended; contributions of funds by other sources to assist in implementation of the watershed-based plans (to the extent this information is readily available to the State); results achieved; and other relevant and appropriate information to ensure watershed based plans can be updated.

8. Operation and Maintenance

The Subrecipient will assure the continued proper operation and maintenance of all nonpoint source management practices that have been implemented for projects funded under this agreement. Such practices shall be operated and maintained for the expected lifespan of the specific practice and in accordance with commonly accepted standards. The Subrecipient shall include a provision in every applicable sub-agreement (subgrant or contract) awarded under this grant requiring that the management practices for the project be properly operated and maintained. Likewise, the sub-agreement will assure that similar provisions are included in any sub-agreements that are awarded by the Subrecipient.

9. Maintenance of Effort/ Required Non-Federal Match

Expenditures for Nonpoint Source (NPS) implementation activities must meet the maintenance of effort (MOE) level required under §319(h) (9) of the Clean Water Act. A 40 percent Non-Federal program match is also required.

10. Limitation on Administrative Costs

In accordance with § 319(h)(12) of the Clean Water Act, administrative costs in the form of salaries, overhead, or indirect costs shall not exceed 10 percent of the amount of the grant award except that costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.

11. Permits

The Subrecipient agrees to ensure that all necessary permits (such as Clean Water Act § 404) are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state, or local laws. The subgrantee's project implementation plan must identify permits that may be needed to complete work plan activities. The Subrecipient must keep documentation regarding necessary permits in the project file. EPA and Department approval of a workplan does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity.

12. State Grant Cybersecurity Condition

(a) The Subrecipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements. (b) (1) EPA must ensure that any connections between the Subrecipient's network or information system and EPA networks used by the Subrecipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the Subrecipient's connections as defined above do not go through the Environmental

Information Exchange Network or EPA's Central Data Exchange, the Subrecipient agrees to contact the EPA Project Officer and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the Subrecipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data. (2) The Subrecipient agrees that any subawards it makes under this agreement will require the Subrecipient to comply with the requirements in (b)(1) if the Subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The Subrecipient will be in compliance with this condition: by including this requirement in subaward agreements; and during Subrecipient monitoring deemed necessary by the Subrecipient under 2 CFR 200.331(d), by inquiring whether the Subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the Recipient to contact the EPA Project Officer on behalf of a Subrecipient or to be involved in the negotiation of an Interconnection.

13. Geospatial Data Standards

In accordance with OMB Circular A-16 and Chief Information Office Policy Transmittal 05-002, all geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

Workplan Specific § 319 Conditions

The Subrecipient will abide by the EPA/ADEM, submitted for review, **FY2023 - Watershed Project Workplan: Wolf Bay Watershed Protection Project - Beulah Heights Regional Stormwater Facility Enhancement (Project Workplan)** for the duration of the Agreement. The Subrecipient must obtain prior permission from the Department to modify, revise, and/or amend, in part or in whole, any component of the Project Workplan for the duration for the Agreement.

- a. Both the Subrecipient and its subawardee(s) receiving CWA Section 319(h) funds awarded through the PPG grant must comply with applicable federal laws, regulations, rules, OMB circulars, and applicable CWA Section 319(h) grant guidelines. It is the responsibility of the Subrecipient to ensure that its subawardees(s) are made aware of these regulations and that subawardee(s) efforts comply with them.
- b. The Subrecipient will not expend any funds awarded through the grant other than for purposes presented in a Department approved Project Workplan and budget. The Subrecipient agrees to communicate and work closely with the project coordinator for the duration of the Agreement to mutually ascertain whether Project Workplan implementation activities and costs are eligible, necessary, and reasonable.
- c. All charges and utilization of funds awarded to the Subrecipient must be well documented. The Subrecipient agrees to closely communicate with the project coordinator to proactively mitigate nonfederal grant match eligibility concerns or issues for the duration of the Agreement.
- d. The Subrecipient will assure that nonfederal match is eligible. All sources and total amounts of real dollar or in-kind Non-Federal match must be well documented and made available for review and disclosure upon request by EPA and Department for the duration of the Project Workplan. If a Subrecipient's subawardee will provide a portion of the Subrecipient's Non-Federal match, the Subrecipient will assure that the subawardee tracks and maintains adequate records with respect to that portion.
- e. The Subrecipient agrees to not apply expended nonfederal budget match (real or in-kind) for this project prior to or after the Agreement begin and end dates, respectively. Costs must be incurred during the period of performance of the Agreement.
- f. The Subrecipient agrees to comply with the following EPA CWA Section 319(h) grant guidelines:
 - <http://www.adem.state.al.us/programs/water/nps/319grant.cnt>
 - <http://water.epa.gov/polwaste/nps/cwact.cfm>
- g. The Subrecipient agrees that all applicable grant-funded Workplan Project data, information, reports, and financial records will be maintained by the Subrecipient and made available for review and disclosure upon reasonable request by the Department for a minimum of three (3) years (Ref. 40 CFR 31.42; 40 CFR 31.50) following the submittal of the overall PPG Federal Award final financial report date of **December 30, 2027**. The project will begin on the date of signature of the Agreement and the project end date may not coincide with the PPG Federal Award expiration date, **September 30, 2027**.

- h. The implementation duration of this Project Workplan will not exceed the Agreement expiration date unless prior approval has been granted by the Department through an Agreement amendment. The Subrecipient agrees to inform the project coordinator in a timely manner of any need to redress Project Workplan implementation/completion issues through an Agreement amendment; however, ADEM does not assure that any Agreement will be amended.
- i. The Subrecipient agrees to inform the project coordinator as soon as possible of any real or potential problems, delays, or adverse conditions that are occurring, may emerge, or may materially impair or delay the Subrecipient's capacity to implement any of the components of the Project Workplan for the duration of the Agreement.
- j. The Subrecipient agrees to electronically submit a comprehensive Final Report to the project coordinator within **60 days** of the end date of the Agreement or end of the project, whichever occurs first. The report should incorporate the status, evaluation, and achievement of project goals, objectives and milestones (tasks) with an emphasis on lessons learned; description of BMPs implemented; reductions in nonpoint source pollutant loadings and improvements in water quality as a result of best management practice implementation; discuss partners gained and their responsibility in the project's success; copies/summaries/listings of meetings, reports, brochures, circulars, articles, brochures, presentations; education and outreach, technology transfer, and technical assistance provided; and the estimated number and types of audiences/stakeholders reached. It should also discuss elements of the project that were successful, elements that did not work out as planned, and key lessons learned; describe any programs, activities, and/or assessments that are planned or should be planned for the area of concerned based on this project and describe future activities planned.
- k. All electronic and hardcopy outputs and deliverables will be submitted to the project coordinator concurrent with, or prior to, the submittal of the Final Report.
- l. The Subrecipient agrees to procure a written professional contract agreement for all services that will result in payments outside of normal payroll. Written agreements must be submitted for review by the project coordinator.
- m. All electronic and hardcopy products or materials produced as part of the Project Workplan must prominently display the ADEM logo and the following grant funding-source acknowledgement: *"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement BG96464623 to the Alabama Department of Environmental Management. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."*
- n. EPA retains royalty-free, nonexclusive, and irrevocable authority and license to reproduce, publish, or otherwise use, and to authorize others to use for federal purposes, copyright in any work produced or purchased with funds awarded in accordance with 40 CFR 31.34.
- o. All electronic or hardcopy education, outreach, and training products and deliverables developed in whole or in part using grant funds will be submitted by the Subrecipient in draft form to the project coordinator for review, comments, or modifications prior to any funds being expended for the final electronic or hardcopy products to be produced, printed, or disseminated.
- p. Any promotional material (printed material, articles, videos, websites, social media, etc) that promotes the project or project implementation practices, regardless of length, prepared by the Subrecipient must credit the funding source.
- q. The Subrecipient agrees to timely submit grant-funded project information, fact sheets, or news articles upon reasonable requests by the project coordinator for the duration of the Agreement.
- r. The Subrecipient agrees to provide at least one descriptive Project Workplan news release to at least one mass-media news outlet (such as local newspaper, television, radio, magazine, bulletin, etc.) that covers/services the Project Workplan area, at least **annually**, for the duration of the Agreement.
- s. The Subrecipient agrees to install on-the-ground BMPs on disturbed land, impaired riparian areas, and along stream banks nearest to an ADEM water quality monitoring site and/or site that is obviously and directly contributing to degradation of water quality in an impaired watershed. Grant funds will not be used to install distal on-the-ground BMPs that are not likely to directly contribute to the improvement of water quality of an impaired waterbody or stream segment in a relatively expeditious manner.

- t. The Subrecipient agrees to provide **annual** assurance to the project coordinator that grant-funded best management practice(s) and equipment will be/is properly operated and maintained for the intended purposes during its lifespan. Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail.
- u. EPA and the Department reserve the right to periodically inspect a practice during the life span of the project to ensure proper operation and maintenance are occurring. If upon inspection, ADEM representatives determine that participants are not operating and maintaining grant funded practices in an appropriate manner, EPA or the Department may request a refund for that practice or practices if installed using grant funds. The life span of conservation practices will be consistent with the life span of similar conservation practices as determined by the USDA-Commodity Credit Corporation pursuant to the implementation of the Environmental Quality Incentives Program (EQIP). Practice and equipment life spans may be determined on a case-by-case basis but will generally be operated and maintained for a minimum period of 5 years. **Current EQIP cost values should be used as a basis for reimbursement of agricultural BMP implementation.**
- v. Equipment is defined in 2 CFR 200.33 as tangible personal property that has a useful life of more than 1 year and a unit acquisition cost of \$5,000 or more. In some cases, EPA provides equipment for use during a grant. If your organization was provided any EPA-owned equipment during a grant, you must arrange to return it to EPA at the end of the project in accordance with the terms and conditions of the grant agreement, and any additional instructions EPA provides. At the end of the project, recipients must use SF 428 (Tangible Personal Property Report) to report to the EPA Project Officer unused personal property that: has a total fair market value exceeding \$5,000 and is not needed for any other federally sponsored programs or projects. Personal property means property of any kind, except real property, that has a physical existence (including equipment and supplies).
- w. The procedures for disposing of equipment that is acquired under an EPA grant award depends on the instructions received from EPA and the fair market value of equipment. Additional information about equipment disposition is available in 2 CFR 200.313. Disposition instructions may be one of the following. For original replacement equipment with a fair market value of \$5,000 or less, recipients may retain, sell, or otherwise dispose of the equipment with no further obligation to EPA. For equipment with a fair market value in excess of \$5,000, recipients may retain or sell the equipment, but EPA is entitled to an amount that is calculated by multiplying the current market value or proceeds from a sale by EPA's percentage of participation in the cost of the original purchase. The equipment title may be transferred from the recipient to the federal government or to an eligible third party, provided that the recipient be entitled to compensation for its attributable percentage of the current fair market value of the equipment.
- x. The Subrecipient agrees to provide the project coordinator with estimates of nitrogen, phosphorus, and sediment load reductions from significant nonpoint sources or groups of sources (e.g., number of animal feeding operations; acres of row crops; linear miles of eroded streambanks, etc.) expected as a result of implementation of the grant-funded best management measures for the duration of the Agreement. Load reduction estimates may be water quality monitoring based or "desk-top" modeled using methods pre-approved by the project coordinator. Load reduction estimates shall be provided in Semi-Annual reports and the Final Project report. EPA requires project load reductions to be reported no later than one year from the agreement date.
- y. The Subrecipient will assure that grant-funded project data and information gathering and reporting efforts neither supersedes nor contravenes personal privacy or confidentially mechanisms afforded by state and federal laws, rules, regulations, etc.
- z. All funds awarded for on-the-ground best management practices implemented by this Project Workplan must: a) improve, protect, or maintain water quality, and b) provide quantifiable nonpoint source pollutant load reductions.
- aa. Geolocational information for grant-funded best management practices, which should be expressed as latitude and longitude in decimal degrees format, shall be reported to the project coordinator in Semi-Annual and Final Project reports for the duration of the Agreement.
- bb. The Subrecipient agrees to obtain and comply with all necessary federal, state, local, and other permits and project approvals/authorizations; as well as reviews and oversight for the duration of the Agreement and/or the permitted coverage timeline. Permit documentation, maintenance plan, draft procurement documents (bid), "project escalation plan (organization of coordination among entities/consultation)" and as-builts must be submitted to the project coordinator. Failure to obtain and comply with required permits, approvals, or authorizations will jeopardize grant funding and Subrecipient expense reimbursement. Federal grant funds cannot be expended to apply for or to comply with any required permit, or to fund a governmental project review or oversight process.

- cc. The Subrecipient agrees to implement best management practices that target the specific pollutant of concern as outlined in the approved Project Workplan. Management measures that will not improve or may further degrade receiving waters will not be approved nor reimbursed.
- dd. All funds awarded for on-the-ground best management practices implemented by this Project Workplan must: a) improve, protect, or maintain water quality, and b) provide quantifiable nonpoint source pollutant load reductions.
- ee. The Subrecipient shall comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Subrecipient understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements"), unless (i) the Subrecipient has requested and obtained a waiver from ADEM pertaining to the Project or the Project is otherwise covered by a general applicability waiver, or (ii) ADEM has advised the Subrecipient in writing that the Build America, Buy America Requirements are not applicable to the Project.
- ff. ALL CONSTRUCTION CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. Subrecipient agrees to cause all contractors and subcontractors to comply with (through the inclusion of appropriate terms and conditions in all contracts, subcontracts, and lower tiered transactions) such terms and conditions to be in substantially the form set forth in connection with the development and construction of the project. They will require a certification that all products used on the implementation project



Clean Water Act Section 319(h) Nonpoint Source Program Watershed Project Workplan

Section 1		PROJECT INFORMATION	
Name of Project		Wolf Bay Watershed Protection Project - Beulah Heights Regional Stormwater Facility Enhancement	
Name of Sponsoring Organization		City of Foley	
Sponsor Address (Number and Street, City, State, and ZIP code)		Sponsor Organization Type (check one)	
407 East Laurel Avenue Foley, AL 36535		<input checked="" type="checkbox"/> Municipality <input type="checkbox"/> County Government <input type="checkbox"/> University <input type="checkbox"/> State Government <input type="checkbox"/> Nonprofit 501(c)(3)	
Federal Identification Number		Unique Entity Identifier (UEI) / Entity ID	
63-600-1263		H1R1JL526DY5	
Section 2		PROJECT CONTACT INFORMATION	
Project Contact		Project Coordinator (if different than project contact)	
Ralph Hellmich, Mayor City of Foley		Leslie Gahagan, Environmental Director City of Foley	
Address (Number and Street, City, State, and ZIP code)		Address (Number and Street, City, State, and ZIP code)	
PO BOX 1750 Foley, AL 36536		23030 Wolf Bay Drive Foley, AL 36535	
Telephone Number		Telephone Number	
251-943-1545		251-923-4267	
Email Address		Email Address	
Rhellmich@cityoffoley.org		lgahagan@cityoffoley.org	
Section 3		PROJECT FUNDING REQUEST	
Section 319 (Federal Funds) Requested		\$ <u>344,420.00</u>	
Match Funds (Non-Federal)*		\$ <u>317,265.00</u>	
Total Project Cost		\$ <u>661,585.00</u>	
<i>*Must be equal to a minimum of 40% of the Total Project Budget.</i>			
Is this project a continuation of another Section 319-funded Project?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has the applicant ever received Section 319 funds?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
The project includes an Municipal Separate Storm Sewer Systems (MS4) area: Choose an MS4.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Alabama Workplan for Section 319 NPS Watershed Project

Section	4 PROJECT DESCRIPTION		
River Basin			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Chattahoochee	<input type="checkbox"/> Escambia	<input type="checkbox"/> Tallapoosa
<input type="checkbox"/> Black Warrior	<input type="checkbox"/> Chipola	<input type="checkbox"/> Escatawpa	<input type="checkbox"/> Tennessee
<input type="checkbox"/> Blackwater	<input type="checkbox"/> Choctawhatchee	<input type="checkbox"/> Mobile	<input type="checkbox"/> Tombigbee
<input type="checkbox"/> Cahaba	<input type="checkbox"/> Coosa	<input checked="" type="checkbox"/> Perdido	<input type="checkbox"/> Yellow
Project Location			
Waterbody Name(s) Wolf Creek	12 digit USGS HUC(s) and Watershed Name 031401070201 – Sandy Creek – Wolf Creek	County(ies) Baldwin	
This project addresses:			
<input type="checkbox"/> TMDL? <small>For a complete list of EPA approved TMDLs: http://www.adem.state.al.us/programs/water/approvedTMDLs.htm</small>			
<input type="checkbox"/> Impairment(s) for a waterbody on the current 303(d) List? <small>For a complete list of 303(d) listed waterbodies: http://www.adem.state.al.us/programs/water/wquality/2016AL303dList.pdf</small>			
<input checked="" type="checkbox"/> Protection of a high-quality water? <small>As defined by EPA's Nonpoint Source Program and Grants Guidelines for States and Territories. Wolf Bay's designated use classification per ADEM Administrative Code 335-6-11 is Outstanding Alabama Water (OAW). OAW is the highest Water quality designation for the State. The project is located within the Wolf Bay Frontal Watershed (HUC-10).</small>			
Watershed Management Plan(s) (EPA 9-Element Plan) Name and Year Wolf Bay Watershed Management Plan, 2020		Plan & Checklist Attached: <input checked="" type="checkbox"/> Yes	
NPS Pollutant(s) to be addressed by the project.			
<input type="checkbox"/> Low Dissolved Oxygen	<input checked="" type="checkbox"/> Organic Enrichment	<input checked="" type="checkbox"/> Nutrients	
<input checked="" type="checkbox"/> Sedimentation/Siltation	<input type="checkbox"/> Pesticides	<input type="checkbox"/> pH	
<input checked="" type="checkbox"/> Pathogens/Bacteria	<input type="checkbox"/> Oil and Grease	<input checked="" type="checkbox"/> Other: <u>Litter</u>	
Nonpoint Pollution Source(s) to be addressed, include the percentage to which the project addresses the source. <i>Total must equal 100%</i>			
Percent		Percent	
_____	NPS All Sources	_____	Resource Extraction
_____	Agriculture	_____	Land Disposal/Storage/Treatment
_____	Animal Feeding Operations	_____	Hydrologic Modification
_____	Silviculture	_____	Marinas and Recreational Boating
_____	Construction	_____	Other NPS Pollution:
100%	Urban Runoff/Stormwater	_____	_____
Expected Estimated Pollutant Load Reductions (Due to Project Implementation)		Model Used (STEPL, Other)	
Pounds of Nitrogen	_____ 237.49 lbs/yr _____	_____ PLET _____	
Pounds of Phosphorus	_____ 30.53 lbs/yr _____	_____ PLET _____	
Tons of Sediment	_____ 9.5 tons/yr _____	_____ PLET _____	
Other (Pathogens, etc.):	_____ 40 lbs of litter/yr _____	_____ Estimate*** _____	
***Best Professional Judgement based on knowledge of area and past impact.			

Alabama Workplan for Section 319 NPS Watershed Project

Section 5 PROJECT PARTNERS		
Name of Partner	Type(s) of Commitment to Project Success <i>(Describe the commitment of time, activities, or other specified resource for the project.)</i>	Letter of Support Attached
City of Foley Environmental Department	The City of Foley will provide project oversight, technical assistance, grant work, inspect construction of the facility and provide long-term water quality monitoring for effectiveness of the system.	<input type="checkbox"/> Yes
City of Foley Public Works Department	The City of Foley Public Works will provide project input for long-term maintenance of the facility.	<input type="checkbox"/> Yes
Osprey Initiative	Osprey Initiative will supply litter book and provide litter collection and Escaped Trash Assessment Protocol (ETAP) documentation.	<input checked="" type="checkbox"/> Yes
People Against a Littered State (PALS)	PALS will provide supplies and materials to assist with hosting the litter cleanup event.	<input type="checkbox"/> Yes
Mobile Bay National Estuary Program (MBNEP)	MBNEP will promote the project through stakeholder engagement. The presentations during these meetings will highlight the project and its success, garner stakeholder input and involvement, and brainstorm solutions to challenges that arise. MBNEP has also provided support for additional work through funding for the design of the forebay and automated outlet structure as well as construction.	<input checked="" type="checkbox"/> Yes
Wolf Bay Watershed Watch	Wolf Bay Watershed Watch is an active, grass roots organization focused on protecting natural resources in the Wolf Bay watershed. They contribute water quality monitoring by local citizens and protection through stewardship. They will support this project with monitoring following Alabama Water Watch protocol in Wolf Creek downstream of the project area.	<input checked="" type="checkbox"/> Yes

Section 6 PROJECT GOAL(S)	
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The goals of the project are to reduce sediment and litter due to urban stormwater in the Wolf Creek Watershed through a maintainable forebay treatment system upstream of the regional stormwater facility in Beulah Heights. The forebay system will incorporate low impact development techniques and best management practices to reduce nonpoint source polluted runoff from discharging into the Wolf Creek Watershed. Beulah Heights will benefit from interpretive signage educating the community on water quality impairments and innovative solutions.

Specific Goals:

1. Reduce NPS pollutant loadings, specifically sedimentation, nutrients and litter, to Wolf Creek by implementing low impact development best management practices.
2. Reduce water volume discharges to Wolf Creek by encouraging infiltration through green infrastructure.
3. Education and outreach to the community through clean up events and interpretive signage regarding the practices to reduce water quality pollutants and promotion of infiltration.

Alabama Workplan for Section 319 NPS Watershed Project

Section 7 PROJECT ABSTRACT (Limit 1 Page)

The City of Foley contains the headwaters to three watersheds including Wolf Creek draining the eastern half of the city. In 2020, the Wolf Bay Watershed Management Plan was completed as a guidance document for sustaining and restoring the watershed. The plan also measured the conditions within the watershed. Wolf Creek was the most urbanized stream in the watershed with several areas for potential restoration.

Wolf Creek is situated within the Wolf Bay Frontal Watershed (HUC 0314010702) and ultimately discharges into Wolf Bay, which is designated as Outstanding Alabama Water (OAW). Implementing measures to reduce pollutant loads and enhance protective strategies for the upstream sources of the bay is essential for safeguarding the bay's ecological integrity and maintaining its designated water use classification status.

The headwaters of Wolf Creek above Doc McDuffie Road are characterized by urban (western headwater branch) and agricultural (eastern headwater branch) land use. With increasing development and conversion of agricultural land use to urbanized land use, there is increasing potential of flashy, high-velocity flows in this watershed. The Sandy Creek-Wolf Creek watershed has the United States Geological Survey (USGS) stream flow monitoring station (USGS 02378170) located on Wolf Creek at Doc McDuffie Road. The project discharges on the upstream side of the stream from this monitor at the bridge. The Sediment Assessment Study by Cook Hydrology (2017) showed Wolf Creek at Doc McDuffie Road having the largest total sediment load (10,931 tons per year [t/yr]) in the entire watershed.

Beulah Heights is an older community that was developed prior to stormwater regulations. It lacks adequate infrastructure for stormwater management. A regional stormwater facility was constructed in 2008 to alleviate major flooding from Highway 59 eastward along Michigan Avenue to Doc McDuffie Road. The facility, as designed, stores a 50-year storm event and attenuates a 100-year storm event without overtopping. With increased urbanization and climate change, the facility now overtops in a 100-year storm event. Compound flooding has exacerbated the problem. On July 16, 2021, Foley experienced a 10-year storm event, but due to compounded conditions, Beulah Heights experienced severe flooding, including a coffin that surfaced. Thompson Engineering developed the Beulah Heights Stormwater Management Plan (2023) to assist the community with flooding and water quality concerns. The top priority identified in the plan was the restoration and enhancement of the facility.

This is a multi-faceted project with multiple funding sources. Funding through the Mobile Bay National Estuary Program will assess all drainage pipes and conveyances for damage or maintenance needs, engineering and design of the project and modifying the outfall structure. Dredging the existing pond and discharge structure modification will be accomplished through capital funding by the City of Foley.

Funding requested through this program encompasses the addition of a sediment forebay and low impact development (LID) nutrient reduction techniques to the regional facility. The sediment forebay is a low impact pollutant reduction practice that will be constructed, with an approximate footprint of 10% of the modified pond area. The forebay will be approximately 5 feet deep to provide capacity to attenuate the first 0.1 inch of runoff from the contributing impervious area (120 acres). Due to the site layout, flow diversion berms will be utilized to produce a desirable detention time and extend the flow path through the primary pond. The forebay will be separated from the primary storage pond with a hardened earthen berm. Hydraulic connection to the primary pond is provided via a designed overflow weir. Direct maintenance access will be provided via a 12-ft wide hardened staging and work area with a maximum 5:1 slope to the forebay. Interior berms and littoral plantings are included as a nutrient reduction technique within the pond. This project will provide pollutant reduction to Wolf Creek through the removal of sediment, litter and nutrients through treatment of the stormwater.

When construction is completed, there will be interpretive signage installed in the community for education on the efforts to reduce water volume runoff and improve water quality. The City of Foley will host a workshop with public works employees for instructions on operation and maintenance of the practices at the facility. Two clean up events will also be hosted in the Beulah Heights community to encourage public awareness of nonpoint source pollutants and their watershed.

Alabama Workplan for Section 319 NPS Watershed Project

Section 8 PROJECT OBJECTIVES

1. Objective	To effectively plan, implement, monitor, and evaluate all work performed under this project including technical and financial supervision, as well as preparation of status reports and invoices.
1.1. Task	The City of Foley's Project Coordinator will host coordination meetings or conference calls, at least quarterly, with the ADEM project manager(s) to discuss project activities, project schedule, communication needs, deliverables, and other requirements.
1.1.1. Deliverable	<ul style="list-style-type: none"> • Quarterly project meeting notes • A list of actionable items that are needed and responsible parties for each action • Goals for the next quarter
1.2 Task	<p>The City of Foley will work with partners to develop semi-annual section 319 grant reports. They will be complete, accurate and timely. These reports will have at least, but not limited to the following information: Semi-Annual reports will be submitted on March 1 and September 1 every year the project is open. These reports should include but not be limited to the following components:</p> <ul style="list-style-type: none"> • An overview of the project • Summarize the work that has been completed for the goals, objectives, tasks, and subtasks with an emphasis on lessons learned • All deliverables completed in that quarter (i.e. copies/summaries/ listings of meetings, pictures of events, BMPs, load reductions, reports, brochures, circulars, articles, media releases, presentations, etc.) • Summaries of education and outreach, technology transfer, and technical assistance provided • An estimation of the percentage completion of each subtask.
1.2.1. Deliverable	<ul style="list-style-type: none"> • Semi-Annual Section 319 Grant reports • Deliverables that were achieved in the reporting period
1.3 Task	<p>The City of Foley will develop and review the final Section 319 Grant Report that will be submitted to ADEM within sixty (60) days of the cooperative agreement end date. This report will provide at a minimum the following information:</p> <ul style="list-style-type: none"> • An overview of project and project goals and objectives • Evaluation of achievement of project goals and milestones • Narrative and documentation of completion of project objectives, project tasks, dates of completion, deliverables, and measures of success • Summary of BMPs and associated load reductions • Brief description of the expenses (both federal and match) that were procured during the project and any variations from the original budget • Description of education/outreach, public participation, technology transfer, technical assistance, and the effectiveness of the education outreach efforts • Discussion of partnerships and tasks completed by each entity • Description of successes, challenges, and lessons learned, and future activity
1.3.1 Deliverable	Final comprehensive and accurate Section 319 Grant report
1.4 Task	The City of Foley will perform accounting functions for project funds and will submit appropriate reimbursement forms to ADEM at least quarterly but no more than monthly.

Alabama Workplan for Section 319 NPS Watershed Project

	Invoices should reflect work done during that processing period and deliverables received. Compile documentation, receipts, and agreements for the invoice period. The final invoice will be submitted to ADEM within sixty (60) days of the cooperative agreement end date.
1.4.1 Deliverable	<ul style="list-style-type: none"> • Invoices • Back-up documentation to support invoices
1.5 Task	Provide at least one (1) descriptive project news release <i>annually</i> to mass media news outlets (such as local newspaper, television, radio, magazine, bulletin, etc.) that covers/services the watershed area.
1.5.1 Deliverable	Copy of each news release
1.1.1.1 Measure of Success	Accurate and timely reports, invoices, and news releases will be submitted that meet the requirements of the Cooperative Agreement and Scope of Services. The news coverage will help to promote the project, its partners, awareness of ways to get involved and improve water quality within local watersheds, and knowledge of NPS pollution. The reports and invoices will help document progress according to Project Milestone Schedule, BMP, and load reduction information.

2. Objective	Implement NPS BMPs that are technically sound, environmentally protective, and economically sensible to protect and improve water quality using a watershed conservation and restoration approach. These BMPs will help remediate the effects of stormwater pollution and improve the water quality in Wolf Creek.
2.1. Task	Design a forebay with BMPs, littoral plantings, pond diversion berms and an outlet skimmer to mitigate CWA Section 319 NPS program priority pollutants (e.g. litter, nitrogen, phosphorus, and sediment) identified on CWA Section 303(d) lists of impaired waters (i.e. organic enrichment, dissolved oxygen, sediment, etc.), and apply for and receive applicable permit(s) and bid project.
2.1.1. Deliverable	<ul style="list-style-type: none"> • Design Plans • Pre-BMP Photographs • Applicable permit(s) • Bid Advertisements and Contract Documents • Execution of construction contract • Construction timeline established
2.2 Task	Installation and construction of forebay with BMPs, littoral plantings, pond diversion berms and an outlet skimmer to include documentation of progress, as intended on the 100% design plans.
2.2.1. Deliverable	<ul style="list-style-type: none"> • Photo documentation of area before, during, and after BMP installation • As Built Construction Plans • Engineering Inspection Reports
2.3 Task	Complete the final inspection and Substantial Completion of Construction Document with photographs and signoff by the engineer of record for the project.
2.3.1. Deliverable	<ul style="list-style-type: none"> • Inspection with Pictures • Substantial Completion of Project Certification Form
2.4 Task	Establish downstream pollutant monitoring plan within the Operations and Maintenance Plan following design and implementation of the forebay
2.4.1. Deliverable	<ul style="list-style-type: none"> • Operations and Maintenance Plan with water quality sampling schedule, methods and detail • Load reduction models

Alabama Workplan for Section 319 NPS Watershed Project

2.5	Task	Ensure that caretakers of the project know how to properly maintain and repair the BMPs. This will ensure that there are fewer mishaps with malfunctions due to human error.
2.5.1.	Deliverable	<ul style="list-style-type: none"> • Maintenance Workshop with Public Works employees • Summary of the workshop will be included with the reporting requirement • Sign in Sheet • Standard Operating Procedures for Public Works employees • All Documentation from the Workshop
2.	Measure of Success	<ul style="list-style-type: none"> • BMPs installed correctly, summary of benefits, and history of implementation documented • Project completion certified by the qualified credentialed professional on the project • Maintenance workshop that will ensure the longevity of the BMP

3.	Objective	Help promote watershed stewardship and a growing knowledge of watersheds, NPS pollution, and activities that to improve water quality in the Wolf Creek watershed.
3.1.	Task	Hold at least two (2) litter pickup challenges in association with PALs/Keep AL Beautiful, the City, Wolf Bay Watershed, and other stakeholders to help reduce litter entering Wolf Bay.
3.1.1.	Deliverable	<ul style="list-style-type: none"> • Advertisement for the event • Pictures of the event • Sign-in sheet, waiver, and number of participants • Summary of the event (number of pounds collected; City personnel, pay rate, disposal fee, mileage for trucks, length of time for event, etc.)
3.2.	Task	Design and install interpretive signage in the community park upstream of the project to detail information on watersheds, NPS pollution and activities that improve water quality.
3.2.1.	Deliverable	<ul style="list-style-type: none"> • Pictures of installed interpretive watershed signage in the Beulah Heights Park
3.3	Task	Hold a workshop about Operation and Maintenance of the enhanced stormwater pond, forebay, littoral plantings and outlet skimmer.
3.3.1	Deliverable	<ul style="list-style-type: none"> • Advertisement for the event • Pictures of the event • Sign-in sheet, waiver, and number of participants • Summary of the event (reason for event, standard operating procedure for operation and maintenance, handouts given to attendees, City personnel, pay rate, length of time for event, etc.) • Before and after surveys will be conducted to assess the increase in knowledge resulting from the event. This will be facilitated through electronic polling as well as a structured written survey.
3.4	Task	Hold a workshop for Smart Yards and Rainwater Harvesting.
3.4.1	Deliverable	<ul style="list-style-type: none"> • Advertisement for the event • Pictures of the event • Sign-in sheet, waiver, and number of participants • Summary of the event (reason for event, handouts given to attendees, length of time for event, etc.) • Potential landowners interested in implementing smart yard techniques and which ones.

Alabama Workplan for Section 319 NPS Watershed Project

	<ul style="list-style-type: none"> • Before and after surveys will be conducted to assess the increase in knowledge resulting from the event. This will be facilitated through electronic polling as well as a structured written survey.
3.5 Task	Hold a workshop for Building a Rain Barrel.
3.5.1 Deliverable	<ul style="list-style-type: none"> • Advertisement for the event • Pictures of the event • Sign-in sheet, waiver, and number of participants • Summary of the event (reason for event, handouts given to attendees, length of time for event, etc.) • Follow-up with landowners to see if implemented • Before and after surveys will be conducted to assess the increase in knowledge resulting from the event. This will be facilitated through electronic polling as well as a structured written survey.
3.6 Task	Help promote watershed stewardship and the protection of Wolf Bay Watershed with School Field Trips to Graham Creek Nature Preserve.
3.6.1 Deliverable	<ul style="list-style-type: none"> • Advertisement for the event • Pictures of the event • Sign-in sheet, waiver, and number of participants • Summary of the event (reason for event, standard operating procedure for operation and maintenance, handouts given to attendees, City personnel, pay rate, length of time for event, etc.)
3.7 Task	Water Watch Sampling will continue along the already established sites with volunteer monitors tracking the trends of water chemistry and pathogens in the watershed.
3.7.1 Deliverable	<ul style="list-style-type: none"> • Data Entry Sheets from water monitoring
3.2.1.1. Measure of Success	<ul style="list-style-type: none"> • Summaries of all education and outreach activities to document outreach to the community. • Number of people educated • Amount of litter removed from the watershed • Amount of waste collected • Advertisement of city services and partners to help foster stewardship in watershed • Partner contributions and match contributions documented • Increase in community buy-in of the watershed improvements and restoration process • Watershed education for the community at all levels (professional, children, adults, college age, teen, etc.) • A 15% increase in knowledge is anticipated based on the comparative analysis of the before and after survey results.

Alabama Workplan for Section 319 NPS Watershed Project

Section 10 FUNDING REQUESTED (See Attached Spreadsheet)

******Important Notes**

Non-Federal match must be a minimum of 40% of the total project budget.

Management Measures implemented should be a minimum 70% of federal funding request.

A federally approved rate documentation is required for fringe and indirect.

Design and permitting costs are not eligible for grant funds.

Volunteer Time: The rate of volunteer time is based on the current (2023) Independent Sector's Value of Volunteer Time for Alabama, which can be found at https://independentsector.org/resource/vovt_details/

Mileage: The mileage rate is based on the current State mileage rate, which can be found at <https://comptroller.alabama.gov/mileage-rates/>

EQIP: Cost-share rate is based on the current NRCS EQIP rate and must be updated each year as new numbers become available and supporting rates must be provided.

Section 9 PROJECT MILESTONE SCHEDULE

Check the Quarter(s) applicable to when each objective will occur. Some objectives will occur in multiple quarters.

#	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6	Quarter 7	Quarter 8
1 Administration	<input checked="" type="checkbox"/>							
2 Construction of BMPs & Monitoring	<input checked="" type="checkbox"/>	<input type="checkbox"/>						
3 Education & Outreach	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Alabama Workplan for Section 319 NPS Watershed Project

Section	11	FUNDING REQUESTED – ITEMIZED EXPENSES <i>Describe items, services, or expenses associated with each line item.</i>
<p>Personnel/Salary: Administrative duties, execution of grant, reporting, project planning, project inspections, education and outreach and technology transfer Sustainability Director Salary (\$62.14/ hour * 200 hours over two years) = \$12,428.00 Sustainability Director Fringe (15%) = \$1,864.20 Sustainability Coordinator Salary (\$26.89/hour * 300 hours over two years) = \$8,067.00 Sustainability Coordinator Fringe (15%) = \$1,210.05 Council Meetings = (\$30.59/hour*6 people*2 hours*4 meetings) = \$1,468.32 TOTAL Federal – \$0 TOTAL MATCH - \$25,037.57 PROJECT TOTAL = \$25,037.57</p> <p>The rate of volunteer time is based on the current (2024) Independent Sector’s Value of Volunteer Time for Alabama, which can be found at https://independentsector.org/resource/vovt_details/, and must be updated each year when new numbers become available. Administrative costs in the form of salaries, overhead, or indirect costs shall not exceed 10 percent of the amount of the grant award except those costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.</p>		
<p>Supplies (Education and Outreach):</p> <p>Litter Cleanup Supplies will be donated by PALs. Amount includes trash bags, trash grabbers, gloves, etc. This will total \$400.00 in match. The City of Foley Employees will collect trash bags on side of road and dispose in landfill = (\$22.38/hour* 8 people*2 hours*2 events) + (\$0.70/mile*30 miles*2 events) = \$758.16 match. Volunteer Hours for Litter Cleanup – 20 volunteers * \$30.59/hr. * 2 hours * 2 events = \$2,447.20 match 2 Litter Cleanups = TOTAL \$3,605.40 Operation and Maintenance Workshop to City Employees – Inclusion on Stormwater Infiltration and Low Impact Development – 20 people for 3 hours at \$30.59 = \$1,835.40 BMP Workshop to City Employees – Inclusion on Watersheds, Pollutants and Stormwater – 20 people for 3 hours at \$30.59 = \$1,835.40 Smart Yards Workshop = \$1500.00 for presenter Smart Yards Workshop Trainees = \$30.59/hour*4 hours*25 people = \$3,059.00 Rain Barrel Workshop = \$30.59/hour*15 people * 2 hours = \$917.70 4 Workshops = TOTAL \$9,147.50 Graham Nature Preserve – Watershed Education with School Groups averaging 50-75 attendees per event = \$30.59/hour * 3 hours*5 people*10 events = \$4,588.50 Graham Nature Preserve – Watershed & NPS Pollution education with Summer Camps – averaging 15 students per class = \$30.59/hour * 3 hours* 2 people * 7 events = \$1,284.78 Interpretive Watershed & NPS signage for Beulah Heights Park - \$2500.00 Field Trips & Signage = \$8,373.28 Alabama Water Watch Monitoring = (\$30.59/hour*12 times/year*2people*5 sites*2 years) = \$7,341.60 Volunteer Monitoring = Total \$7,341.60</p> <p>TOTAL Federal – 0 TOTAL MATCH - \$28,467.74 PROJECT TOTAL = \$28,467.74</p>		

Alabama Workplan for Section 319 NPS Watershed Project

The rate of volunteer time is based on the current (2024) Independent Sector's Value of Volunteer Time for Alabama, which can be found at https://independentsector.org/resource/vovt_details/, and must be updated each year when new numbers become available.

The mileage rate is based on the current (2024) state mileage rate, which can be found at <https://comptroller.alabama.gov/mileage-rates/>. Mileage rates must be updated as new numbers become available.

Management Measures:

See Table Below.

TOTAL Federal – \$344,420

TOTAL MATCH - \$263,660

PROJECT TOTAL = \$608,080.00

Alabama Workplan for Section 319 NPS Watershed Project

Section 12		Management Measures					
<i>Best Management Practice (BMP) Description</i>	<i>Federal Cost Share Per Unit</i>	<i>Total Units Installed</i>	<i>Unit</i>	<i>Federal</i>	<i>Non Federal</i>	<i>Total</i>	<i>Primary Pollutant</i>
4.1 Sediment Forebay	---	---	---	---	---	---	---
a. Unclassified Excavation & Pond Diversion Berm Construction	\$15.33	22,500	Cubic Yard	100,000.00	\$244,925	\$244,925	Stormwater Volume, Sediment, Litter, Hydraulic Residence Time, Nutrients, Pathogens
b. Clay Core	\$31.77	500	Square yard	\$15,885	0	\$15,885	Stormwater Volume, Sediment, Litter
c. Tied Concrete Block Mat	\$57.75	655	Square Yard	\$37,826	0	\$37,826	Stormwater Volume, Sediment, Litter
d. Filter Blanket, Geotextile	\$6.10	83	Square Yard	\$506	0	\$506	Stormwater Volume, Sediment, Litter
e. Minor Structure Concrete	\$570.00	44	Cubic Yard	\$25,080	0	\$25,080	Stormwater Volume, Sediment, Litter
f. Riprap (remove and relocate)	\$30.00	40	Square Yard	\$1200	0	\$1200	Stormwater Volume, Sediment, Litter
4.2 Littoral Plantings	---	---	---	---	---	---	---
a. Mulching	\$1,890.00	4	Acre	\$7560	0	\$7560	Nutrients, Pathogens
b. Temporary Seeding	\$420.00	3	Acre	\$1260	0	\$1260	Nutrients, Pathogens

Alabama Workplan for Section 319 NPS Watershed Project

c. Landscape Shrubs	\$33.60	425	Units	\$14,280	0	\$14,280	Nutrients, Pathogens
d. Landscape Trees	\$619.50	124	Units	\$76,818	0	\$76,818	Nutrients, Pathogens
e. Landscape Ground Covers	\$9.45	3722	Units	\$35,172	0	\$35,172	Nutrients, Pathogens
4.3 Outlet Skimmer	\$7,500.00	1	Units	\$7500	0	\$7500	Trash, Debris
4.4 Inlet Unit	\$15,000	1	Unit	\$15,000	0	\$15,000	Hydraulic Residence Time, Nutrients, Pathogens, Sediment
4.5 Erosion & Sediment Control	---	---	---	---	---	---	-----
a. Silt Fence	\$4.20	1270	Linear Foot	\$5,334	0	\$5334	Sediment
b. Inlet Protection	\$750	1	Each	\$750	0	\$750	Sediment
c. Wattle	\$9.98	25	Linear Foot	\$249	0	\$249	Sediment
4.6 Smart Yards - Demonstration Projects	---	---	---	---	---	---	---
a. Rainwater Harvesting	\$75.00	15	Rain Barrels	0	\$1125	\$1,125.00	Stormwater Volume, Sediment, Nutrients, Pathogens
b. Rain Garden	\$5.00	1500	Square Feet	0	\$7500	\$7500	Stormwater Volume, Sediment, Nutrients, Pathogens
c. Plastic Gutter Energy Dissipators	\$37.00	10	Units	0	\$370	\$370.00	Stormwater Volume, Sediment
d. Porous Pavers	\$16.00	500	Square Feet	0	\$8000	\$8,000	Stormwater Volume, Sediment

Alabama Workplan for Section 319 NPS Watershed Project

4.6 Bioretention Swales	\$58.00	30	Square Feet	0	\$1740	\$1,740.00	Stormwater Volume, Sediment, Nutrients, Pathogens
Total				\$344,420	\$263,660	\$608,080	

Map Attached: Yes

Alabama Workplan for Section 319 NPS Watershed Project

Section 13 PUBLIC INFORMATION AND EDUCATION

Public education and information are an important part of any project. Education efforts can help alter human behavior in a way that supports the protection and improvement of water quality in rivers and streams. Education activities will consist of workdays and educational events, all designed to demonstrate the success of the installed BMPs to mitigate NPS pollutant transport to Wolf Creek. Activities will target the public and other local stakeholders. Education efforts may include, but are not limited to:

- LID/Green Infrastructure (GI) Installation and a Maintenance Workshop will promote the use of LID in the City and will serve as an example for other areas of the State. The City will sponsor a technology transfer workshop for the installed LID/GI practices. The workshop will benefit project promotion, while also focusing on long-term maintenance for the new BMPs. These workshops are crucial in educating partners on the importance of LID practices and the correlation to stream health and thus aquatic health. City maintenance staff in charge of the BMP implementation and maintenance will be required to attend to ensure the area is maintained properly after installation.
- Community clean-up day to remove trash and debris from the stream. At least two events will be planned with one per year. Clean-up days will be organized in collaboration with project partners and may include local groups. Stream clean-ups help local stakeholders build a relationship with the environment. Clean-ups can foster a sense of ownership and a willingness to act in ways that are protective of water quality. A Stream Clean-Up Day allows volunteers to remove trash and debris from streams, drainage ways and floodplains within the Wolf Bay watershed to improve the overall quality of the streams within the watershed, positively impact local wildlife habitat, and build a sense of connection between stakeholders and local water resources.
- Interpretive Watershed Signage will be installed in the Beulah Heights Community Park just upstream of the project. The signage educates the public of watersheds, NPS pollutants and activities to reduce pollutants in the streams.
- Graham Creek Nature Preserve will host field trips to the preserve for school aged children to promote active watershed stewardship, knowledge of watersheds and NPS Pollution, ways they can reduce NPS pollution and protect Wolf Bay Watershed.
- Smart Yard Workshop and Demonstration Projects will be held in the Beulah Heights area. This will help identify ways that stakeholders can manage stormwater and reduce pollutants on their own land. The workshop will discuss the benefits of rainwater harvesting, rain gardens, stormwater energy dissipation and infiltration, native plants, etc. It helps offer a visually pleasing low-maintenance landscape and helps to protect natural resources, promote pollinators, and reduce NPS impairments.
- Rain Barrel Workshop will help stakeholders reduce stormwater impacts by building and implementing rain barrels in the watershed. This will help reduce stormwater runoff quantity in the watershed and allow for a reserve to water gardens.
- Wolf Bay Water Watch and the City will continue to be volunteer water monitors for the watershed. It helps create a long-term trend of water quality in the watershed. This will also help identify issues if they are seen during sampling trips and address the situations earlier.

Alabama Workplan for Section 319 NPS Watershed Project

Section 14 ATTACHMENTS

List (Please Describe)

Wolf Bay Watershed Management Plan

Budget

Letters of Support

Map of Watershed Project

Section 15 PROJECT AUTHORIZATION

I authorize that to the best of my knowledge the contents of this application are true and accurate. I understand that, if funded, the contents of this application will be used to draft a grant agreement between the Alabama Department of Environmental Management and the Sponsoring Organization as a mechanism for executing the grant project.



Signature of Sponsoring Organization's Authorized Representative



Date (Month, Day, Year)

Typed Name: Ralph Hellmich
Title: Mayor, City of Foley
Email Address: Rhellmich@cityoffoley.org

ADEM USE ONLY

Project FY/#:

Date REC'D:

Wolf Bay Watershed Protection Project				
Section 319 Grant (FY25)				
City of Foley	2 Year Budget			
	ADEM S.319	NonFederal	Match Source	Total
1. Personnel/Salaries:				
1.1 Sustainability Director		\$ 12,428.00	City of Foley	\$ 12,428.00
1.1 Sustainability Director, Fringe (15% de minimus)		\$ 1,864.20	City of Foley	\$ 1,864.20
1.1 Sustainability Coordinator		\$ 8,067.00	City of Foley	\$ 8,067.00
1.1 Sustainability Coordinator, Fringe (15% de minimus)		\$ 1,210.05	City of Foley	\$ 1,210.05
1.1 Council Meetings		\$ 1,468.32	City of Foley	\$ 1,468.32
Personnel Total:	\$ -	\$ 25,037.57		\$ 25,037.57
2. Travel - development and coordination meetings:				
				\$ -
				\$ -
				\$ -
Travel Total:	\$ -	\$ -		\$ -
3. Education/Outreach/Technology Transfer:				
3.1 Litter Clean-up - Bags, grabbers, gloves, etc.		\$ 400.00	PALS	\$ 400.00
3.2 Litter Clean-up - Pick up and Disposal of Trash		\$ 3,205.36	City of Foley Public Works, Volunteers	\$ 3,205.36
3.3 City of Foley Operation and Maintenance Workshop for City Employees		\$ 1,835.40	City of Foley	\$ 1,835.40
3.4 City of Foley BMP Workshop for City Employees		\$ 1,835.40		
3.5 Smart Yards Workshop		\$ 4,559.00	Volunteers	\$ 4,559.00
3.6 Rain Barrel Workshop		\$ 917.70		
3.7 Graham Creek Nature Preserve Field Trips		\$ 5,873.28	Volunteers	\$ 5,873.28
3.8 Interpretive Watershed and NPS Signage		\$ 2,500.00	City of Foley	\$ 2,500.00
3.9 Water Watch Monitoring		\$ 7,341.60	City of Foley, Volunteers	\$ 7,341.60
Supplies Total:	\$ -	\$ 28,467.74		\$ 25,714.64
4. Management Measures				
4.1 Sediment Forebay	\$ 195,497.00	\$ 244,925.00		\$ 440,422.00
4.2 Planting	\$ 135,090.00		City of Foley	\$ 135,090.00
4.3 Erosion and Sediment Control	\$ 13,833.00			\$ 13,833.00
4.4 Smart Yards				
a. Rainwater Harvesting		\$ 1,125.00	City of Foley	\$ 1,125.00
b. Rain Garden		\$ 7,500.00	City of Foley	\$ 7,500.00
c. Energy Dissipators		\$ 370.00	City of Foley	\$ 370.00
d. Porous Pavers		\$ 8,000.00	City of Foley	\$ 8,000.00
4.5 Bioretention Swales		\$ 1,740.00	City of Foley	\$ 1,740.00
Management Measures Total:	\$ 344,420.00	\$ 263,660.00		\$ 608,080.00
7. Total Direct Costs				
	\$ 344,420.00	\$ 317,165.31		\$ 661,585.31
10. Budget Totals				
	\$ 344,420	\$ 317,165		\$ 661,585
11. Budget Totals (Rounded)				
	\$ 344,420	\$ 317,165		\$ 661,585
8. Cost Share Requirement @ 40%				
		\$ 229,613.33		

***Important Notes**

Non-Federal match must be a minimum of 40% of the total project budget.
Management Measures should be a minimum 70% of federal funding request.
A federally approved rate documentation is required for fringe and indirect.
Design and permitting costs are not eligible for grant funds.

47.94%
100.00%



August 20, 2025

TO WHOM IT MAY CONCERN

RE: ADEM 319 Grant Support Letter for Beulah Heights Project

The Wolf Bay Watershed Watch is a grass roots nonprofit organization whose mission is to promote the conservation, protection and improvement of the natural resources within the Wolf Bay watershed through water quality monitoring and educational efforts. We have been working to preserve the watershed's natural resources for 25 years.

Our organization supports the efforts of our local municipalities to improve water quality through the use of nature based solutions to reduce non-point source pollution. With Wolf Creek receiving so much urban runoff, our organization encourages efforts like these to mitigate water quality impacts. The use of educational outreach components such as water quality workshops and community cleanups will further communicate the coastal issues in Alabama in regards to non-point source pollution. The Wolf Bay Watershed Watch strongly supports the City of Foley's request for funding. If you have further questions, contact us at wolfbaywatershedwatch@gmail.com.

Sincerely,

Wolf Bay Watershed Watch

23030 Wolf Bay Drive
Foley, AL 36535
www.wolfbaywatershedwatch.org



MOBILE BAY NATIONAL ESTUARY PROGRAM

September 25, 2025

Re: ADEM 319 Grant Support Letter for Beulah Heights Project

To Whom it May Concern,

I am writing in support of the City of Foley's proposal to the Alabama Department of Environmental Management's Section 319 Alabama Nonpoint Source Grant. The Beulah Heights Project is an important initiative that aims to implement nature-based solutions (NBS) to mitigate flooding, erosion, and water quality impacts directly caused by urban runoff in the Beulah Heights community of Foley, Alabama.

The Mobile Bay National Estuary Program (MBNEP) is guided by a Comprehensive Conservation and Management Plan (CCMP), developed collaboratively with Management Conference partners. Based on local input and priorities, the CCMP outlines five-year strategies to protect and restore the ecological integrity of Alabama's estuarine waters. The proposed project aligns well with the CCMP's Technical Assistance and Capacity Building (TAC) and Ecosystem Restoration and Protection (ERP) strategies – specifically:

Goal TAC-3: *Build capacity of local governments to manage and enhance coastal environmental resources;*
Goal ERP-2: *Implement comprehensive watershed management plans with a focus on priority habitats*

MBNEP strongly supports the City of Foley's community-driven approach to enhance Beulah Height's resilience by addressing urgent flood and erosion threats to public safety and cultural heritage. By incorporating NBS at Beulah Heights Park, the project can also improve water and air quality, support cultural tourism, and stimulate local economic activity. MBNEP will contribute technical expertise, participate in competency group meetings as needed, and help refine and implement effective NBS strategies that strengthen the Beulah Heights Community and the broader Mobile Bay region.

The MBNEP offers its enthusiastic support for this proposal. I am available at 251-380-7940 or rswann@mobilebaynep.com should you wish to discuss this proposal or project further.

Sincerely,

A handwritten signature in black ink that reads "Roberta Arena Swann". The signature is fluid and cursive, with a long horizontal line extending to the right.

Roberta Arena Swann
Director



August 21, 2025

RE: ADEM 319 Grant Support Letter for Beulah Heights Project

To whom it may concern,

As the owner and founder of Osprey Initiative LLC, I am writing to you to express my support for the City of Foley's Beulah Heights Stormwater Project.

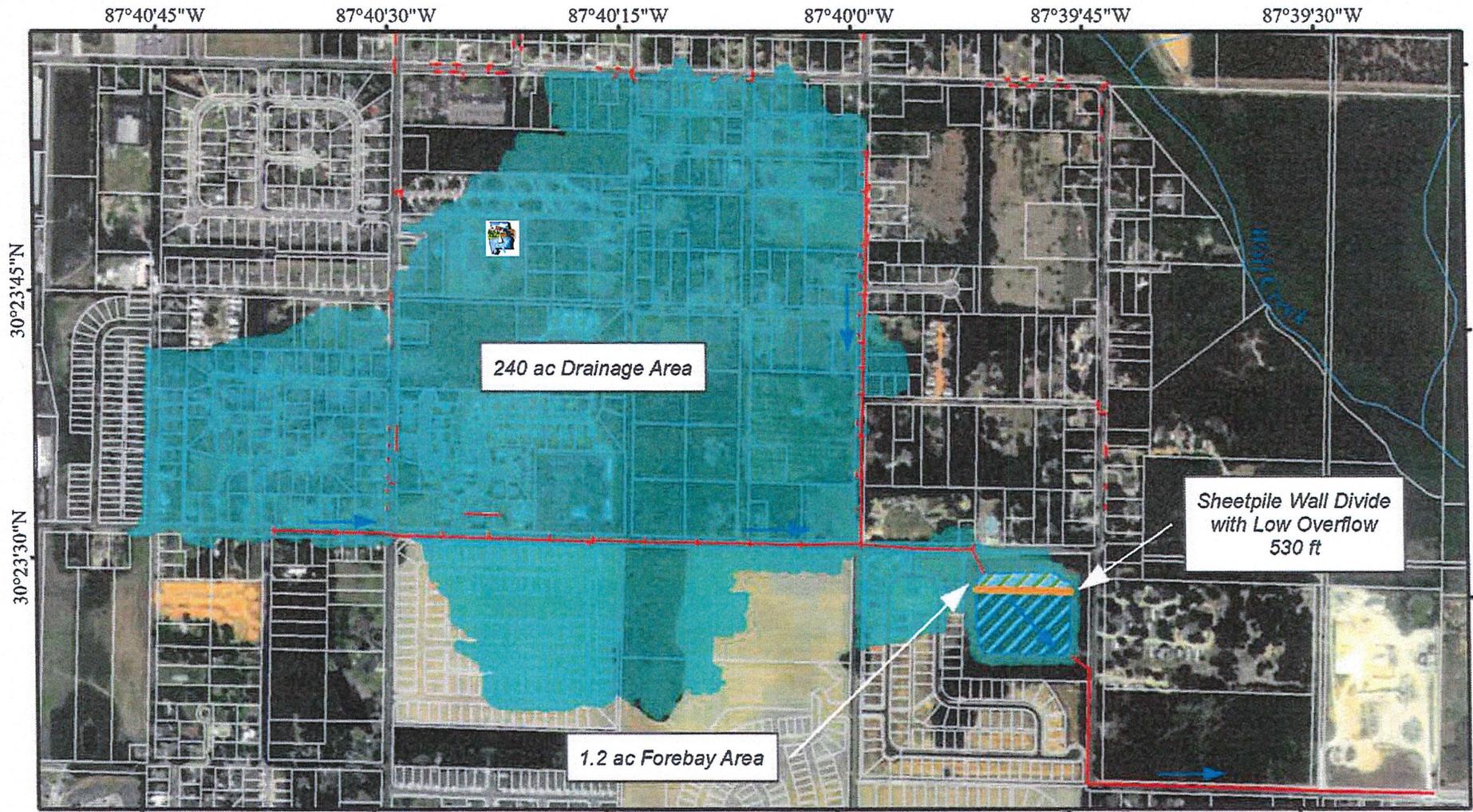
Osprey Initiative (Osprey) is a local environmental solutions company whose mission is to bridge the gap between intent and action in the sustainability world by bringing and implementing realistic solutions to our clients, partners, and communities. Our vision is to be the worldwide leader in providing solutions in reducing humanity's impact on the environment through education and litter mitigation in our waterways. Osprey supports the efforts of our local municipalities through the deployment of litter collection devices, tactical cleanups, recycling, and education.

We have partnered with the City of Foley for several years on initiatives to reduce the litter load in local streams and rivers. We have seen the municipality's commitment to sustainable solutions for the environmental challenges throughout their footprint. The redesign of the Beulah Heights stormwater facility is a great example of the city's forethought and consistent efforts to improve the community. The addition of community-based cleanups will increase understanding of water-based litter and give a sense of ownership to the residents that attend.

Osprey Initiative supports our partner, the City of Foley, in their request for funding. If there are any further questions, please contact us at info@osprey.world.

Thank you,

Donald W. Bates, Jr.
Owner/President
Osprey Initiative, LLC.



**Michigan Ave. Detention Pond
ADEM Overview Map**

MICHIGAN AVE. DETENTION POND
CITY OF FOLEY
IMPROVEMENTS DESIGN



- Proposed Forebay
- Detention Pond
- Contributing Drainage Area

- Stormwater Pipe
- Baldwin County Parcels
- Location for Bioretention and Porous Asphalt

Horizontal Projection:
NAD1983 AL West Zone 0102

0 375 750 Feet



The Smart Yard Best Management Practices will be located in the contributing drainage area as shown above. This will be determined after the Smart Yards Workshop to determine priority for demonstration projects. If additional interest is garnered, there will be an evaluation if additional money can be placed to help stakeholders with implementation.