STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL IDENTIFICATION NUMBER: 56-6001242

This Contract is hereby made and entered into this 27 day of March, 2026, by and between the **NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES,** (the "Agency") and the City of Hendersonville, (the "Grantee") (referred to collectively as the "Parties") for the Clear Creek Greenway **Project**, as described in the Grantee's Response to Agency's Call for Grant Proposals (the "Project").

1. **Contract Documents:** This Contract consists of the following documents, all of which are identified by name as:

Grant Contract No. RTP2025-2137

(1) Grant Contract
(2) Secretary Award Letter
(3) General Terms and Conditions
(4) Notice of Certain Reporting and Audit Requirements
(5) Federal Certification Regarding Drug-Free Workplace
(6) Federal Certification Regarding Lobbying
(7) Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions
(8) Federal Assurances – Compliance Form
(9) Application Signature Page
(10) Insurance Requirement Notification Form
(11) Grant Administrative and Programmatic Conditions
(12) Grantee's Response to Agency's Call for Grant Proposals (grantee's application), including line item budget and budget narrative and *if applicable,* indirect cost documentation

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract amendments in accordance with the General Terms and Conditions as described herein.

2. **Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

3. **Contract Period:** This Contract shall be effective for a period of four (4) years from the date of the Secretary Award letter.

4. **Contract Procedures: Once this Contract has been executed and the Secretary Award letter issued, the Grantee shall undertake and complete the Project in accordance with the sequence of steps outlined below, which shall assure expeditious completion considering the purposes of this Contract:**

   a. **Complete Environmental Review and obtain & abide by any required permits;**

      i. **Grantee will obtain all required permits to complete the Project prior to beginning construction. Grantee must provide documentation of the Environmental Review and all required permits to initiate the next step.**

b. Notify the Grants Manager when the Grantee is ready to begin the Project once they have received a notice to proceed;

i. The Grantee may begin to incur expenses for the Project only once they have completed this notification.

c. Request reimbursement for eligible expenses at a minimum of every six (6) months;

d. Notify the Regional Trails Specialist and Grants Manager when the Project is complete to schedule a final inspection;

i. Grantee must complete the Project within the term of this Contract.

e. Request final reimbursement prior to the termination or expiration of this Contract;

f. Submit a letter to unencumber any remaining funds that were not used for the contracted deliverables.

5. **Grantee's Duties:** The Grantee provides the Project as described in the Grantee's Response to Agency's Call for Grant Proposals and in accordance with the approved budget therein.

6. **Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed ONE HUNDRED THOUSAND DOLLARS **($** 100,000.00 **)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Other Receipts	FHWA-RTP THROUGH DOT	20.219

Accounting Code Information:

Dollars	Agency	Natural Acct	Budget Fund
$ 100,000.00	4600	210201	56400050

[×] a. The Grantee's matching requirement is **$** 25,000.00, which shall consist of:

	In-Kind	$
X	Cash	$ 25,000.00
	Other / Specify:	$

[×] b. The Grantee has committed to an additional **$**_____5,000.00_____ to complete the project as described in the Grantee's response to Agency's call for grant proposals.

	In-Kind	$
X	Cash	$ 5,000.00
	Other / Specify:	$

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is $_____130,000.00_____**.**

7. **Conflict of Interest Policy:** Grantee implements a Conflict of Interest policy that meets or exceeds the requirements of N.C.G.S. §143-6.2 (b1). Grantee has filed with the Agency a copy, which is attached, of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body in accordance with N.C.G.S. 143-6.2(b1)(2005). The policy addresses situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other goveming body, from the Grantee's disbursing of State funds and includes actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.

8. **Statement of No Overdue Tax Debts:** Grantee's sworn written statement pursuant to N.C.G.S. 143-6.2(b2), stating that the Grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level, is attached. Grantee acknowledges a false statement in this regard is a criminal offense punishable as provided in G.S. 143-34(b).

9. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

10. **Reporting Requirements:** This Contract is subject to the reporting requirements described on the Notice of Certain Reporting and Audit Requirements which is attached.

11. **Payment Provisions:** The Grantee will be reimbursed for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. Allowable expenditures are defined as those associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in the Grantee's response to Agency's call for grant proposals.

12. **Invoices:** The Grantee shall submit invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period.

    Amended or corrected invoices must be received by the Agency's Office of the Controller within six (6) months after the end of the contract period. The Agency will not pay any invoice received more than six (6) months after the end of the effective period.

13. **Contract Administrators:** Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely notice to the other Party.

Any changes in the scope of this Contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator:
Talivia Brodie NC Division of Parks and Recreation MSC 1615 Raleigh, NC 27699-1615 919-707-9320 Talivia.brodie@ncparks.gov

Grantee Contract Administrator	Grantee Principal Investigator or Key Personnel
John Connet	Brendan Shanahan
City Manager	City Engineer
City of Hendersonville	City of Hendersonville
160 Sixth Ave E	305 Williams St
Hendersonville, NC 28792	Hendersonville, NC 28792
(828) 697-3000	(828) 233-3237
jconnet@hvlnc.gov	bshanahan@hvlnc.gov

14. **Grantee Principal Investigator or Key Personnel:** The Grantee shall not substitute the Principal Investigator or Key Personnel assigned to the performance of this Contract without timely notice to the Agency Contract Administrator.

15. **Supplantation of Expenditure of Public Funds:** The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for the Project services and related programs FHWA-RTP through NC DOT funds. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

16. **Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

    a. Implement adequate internal controls over disbursements;
    b. Pre-audit all vouchers presented for payment to determine:
        - Validity and accuracy of payment
        - Payment due date
        - Adequacy of documentation supporting payment
        - Legality of disbursement
    c. Assure adequate control of signature stamps/plates;
    d. Assure adequate control of negotiable instruments; and
    e. Implement procedures to ensure that account balance is solvent and reconcile the account monthly.

17. **Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to this Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.

18. E-Verify: As required by G.S. §143-48.5 (Session Law 2013-418), the Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

19. Assurances for Non-Federally Funded Contracts: The GRANTEE certifies that with regard to:

1. Debarment And Suspension -To the best of its knowledge and belief that it and its principals:

   (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;

   (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Lobbying -To the best of his or her knowledge and belief, that:

   (a) No Federal, State or local government 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 Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.

   (b) If any funds other than Federal, State or local government 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, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government 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.

3. Drug-Free Work Place Requirements – It will comply by:

   (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   (b) Establishing a drug-free awareness program to inform employees about-

      (1) The dangers of drug abuse in the workplace;
      (2) The grantee's policy of maintaining a drug-free workplace;
      (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
      (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;

   (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will –

      (1) Abide by the terms of the statement; and
      (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   (e) Notifying the Agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;

   (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted –

      (1) Taking appropriate personnel action against such an employee, up to and including termination; or
      (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

   (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.

4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.

5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.

6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

20. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

GRANTEE	NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
By: Signed by: John Connet F03A0E3E10B4497...	By: Signed by: Dave Head 00003FDF91654CA...
Grantee's Signature	Authorized Agent
John Connet	Dave Head, Deputy Director
Printed Name	Planning and Recreation Resources
City Manager	NC Division of Parks & Recreation
Title	

ORIGINAL

DNCR North Carolina Department of Natural & Cultural Resources

Josh Stein, Governor
Pamela B. Cashwell, Secretary

February 16, 2026

Mr. Brendan Shanahan
City Engineer
City of Hendersonville
305 Williams St
Hendersonville, North Carolina 28792

Dear Mr. Shanahan,

It is my pleasure to inform you that your 2025 Recreational Trails Program application for the Clear Creek Greenway grant has been approved for funding. You have been awarded a grant in the amount of $100,000.

Amanda Smithson, Trails Program Manager, will be reaching out to extend congratulations and provide guidance on how to begin your project. Please wait to begin any work until you've received official instructions from the North Carolina Trails Program.

If you have any questions in the meantime, contact Amanda at amanda.smithson@ncparks.gov or your Regional Trails Specialist, which can be found on our website at Trails.NC.Gov.

The Department of Natural and Cultural Resources' Division of Parks and Recreation (DPR) is proud to partner with the City of Hendersonville and the North Carolina Trails Committee to promote safe, sustainable, and educational trail experiences which are integral to shaping North Carolina's identity as the Great Trails State.

Sincerely,

Pamela B. Cashwell

Pamela B. Cashwell
Secretary

cc: Brian Strong, Director, Division of Parks and Recreation
Dave Head, Deputy Director of Planning and Recreation Resources, DPR
Amanda Smithson, Trails Program Manager, DPR

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Grantee shall fail to fulfill in timely and proper manner the obligations under this contract, the Agency shall have the right to terminate this contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Grantee shall, at the option of the Agency, become its property, and the Grantee shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this contract, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. In addition, in the event of default by the Contractor under this contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Agency may immediately cease doing business with the Contractor, immediately terminate this contract for cause, and may act to debar the Contractor from doing future business with the Agency.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Grantee to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The Agency reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. **AVAILABILITY OF FUNDS:** Any and all payments to the Grantee are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.

4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

   a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Grantees if the Grantee or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the Agency that solicit sales or transact business on behalf of the Grantee and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Grantee certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

   b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Grantee will be executed and returned by the using agency.

   c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to is conflict of laws rules.

7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Grantee under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

8. **AFFIRMATIVE ACTION:** The Grantee will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

9. **INTELLECTUAL PROPERTY INDEMNITY**: Grantee shall hold and save the Agency, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.

10. **ADVERTISING:** Grantee agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Grantee may inquire whether the Agency is willing to act as a reference by providing factual information directly to other prospective customers.

11. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. §143-49(9) and §147-64.7.

12. **ASSIGNMENT:** No assignment of the Grantee's obligations nor the Grantee's right to receive payment hereunder shall be permitted.

    However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Grantee, the Agency may:

    a. Forward the Grantee's payment check directly to any person or entity designated by the Grantee, and

    b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check.

    In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the Agency may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Grantee's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

13. **INSURANCE:**

    COVERAGE - During the term of the Contract, the Grantee at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Grantee shall provide and maintain the following coverage and limits:

    a. **Worker's Compensation** - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Grantee's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Grantee shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.

    b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

    c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.

    REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Contract.

14. **GENERAL INDEMNITY:** The Grantee shall hold and save the Agency, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee provided that the Grantee is notified in writing within 30 days that the Agency has knowledge of such claims. The Grantee represents and warrants that it shall make no claim of any kind or nature against the Agency's agents who are involved in the delivery or processing of Grantee goods to the Agency. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

15. **INDEPENDENT CONTRACTOR:** Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.

16. **KEY PERSONNEL:** Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP or Grantee's proposal.

17. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Grantee or its employees shall not be subcontracted without prior written approval of the Agency's assigned Contract Administrator.

18. **TERMINATION FOR CONVENIENCE:** The Agency may terminate this contract at any time by 30 days' notice in writing from the Agency to the Grantee. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided in this section, the Agency shall pay for services satisfactorily completed by the Grantee, less payment or compensation previously made.

19. **CONFIDENTIALITY:** Any Agency information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Grantee under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the Agency.

20. **CARE OF PROPERTY:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished it by the Agency for use in connection with the performance of this contract or purchased by or for the Agency for this contract, and Grantee will reimburse the Agency for loss or damage of such property while in Grantee's custody.

21. **PROPERTY RIGHTS:** All deliverable items produced for or as a result of this contract shall be an become the property of the Agency, and Grantee hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the Agency; provided, however, that as to any preexisting works imbedded in such deliverables, Grantee hereby grants the Agency a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.

22. **COMPLIANCE WITH LAWS:** Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

23. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Grantee. This Contract shall not be amended orally or by performance.

24. **WAIVER:** The failure to enforce or the waiver by the Agency of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Notice of Certain Reporting and Audit Requirements

Grantee shall comply with the all rules and reporting requirements established by statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

Reporting Thresholds.

There are two reporting thresholds established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources.
The reporting levels are:

(1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than seven hundred and fifty thousand dollars ($750,000) within its fiscal year.

(2) Level II – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than seven hundred fifty thousand dollars ($750,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

(1) All grantees and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.

(2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.

(3) All grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Contract.

(4) Level II grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Contract shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Contract shall not be charged to State awards.

Notwithstanding the provisions of this Contract, a grantee may satisfy the reporting requirements of this Contract by submitting a copy of the report required under federal law with respect to the same funds.

FEDERAL CERTIFICATION REGARDING DRUG-FREE WORPLACE REQUIREMENTS

(Requirement of Governmental Agencies and Non-Profit Organizations)

1. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   B. Establishing a drug-free awareness program to inform employees about

      (1) The dangers of drug abuse in the workplace;

      (2) The Contractor's policy of maintaining a drug-free workplace;

      (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

      (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

   D. Notify the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:

      (1) Abide by the terms of the statement; and

      (2) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;

   E. Notify the Department within ten days after receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

      (1) Taking appropriate personnel action against such an employee, up to and including termination; or

      (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local law enforcement, or other appropriate agency; and

   Making a good effort to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), and (E).

False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide Federal suspension or debarment, 45 C.F.R. 82.510.

Signed by:
John Connet
F03A0E3E10B4497...

Signature

City Manager

Title

City of Hendersonville

Agency/Organization

4/2/2026

FEDERAL CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form ILL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
John Connet
F03A0E3E10B4497...

Signature

City Manager

Title

City of Hendersonville

Agency/Organization

4/2/2026

Date

FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

(Requirement of Governmental Agencies and Non-Profit Organizations)

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used *in* this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signed by:

John Connet

F03A0E3E10B4497...

Signature

City Manager

Title

City of Hendersonville

Agency/Organization

4/2/2026

Date

RECREATIONAL TRAILS PROGRAM
FEDERAL ASSURANCES - COMPLIANCE FORM

(Requirement of Governmental Agencies and Non-Profit Organizations)

As the duly authorized representative of the applicant, I certify that the applicant:

Name of Applicant: City of Hendersonville

1. Will comply with the provisions of Title H, Americans with Disabilities Act of 1991.

2. Will comply with Section 1302 (e) (2) (C) of the RTP that prohibits the use of grant funds to accommodate motorized use on trails that have been predominately used by non-motorized trail users prior to May 1,1991.

3. Any Federal agency agrees that the construction of new trails crossing Federal lands in compliance with all applicable laws, including the National Environmental Policy Act, the Forest and Rangeland Renewable Resources Planning Act and the Federal Land Policy and Management Act.

4. Any Federal agency agrees that construction of any recreational trail on National Park Service or National Forest Service lands for motorized uses will be on lands proposed for such uses and will not be on lands in designated wilderness areas and that such construction is otherwise consistent with the management direction is such approved land and resources management plan.

5. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

6. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

7. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

8. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

9. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. " 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination act of 1975, as amended (42 U.S.C. " 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) " 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. ' 3601 et seq.), as amended relating to nondiscrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination statute(s) which may apply to the application.

10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

11. Will comply with the provisions of the Hatch Act (5 U.S.C. " 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in Whole or in part with Federal funds.

12. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

13. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to El 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with *(0* 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. " 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ' 7401 et seq.) (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

14. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. " 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

15. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E0 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1986.

17. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

18. "Buy America" provisions apply to steel and iron used in a "Federal-aid highway construction project." If a trail project uses steel for bridges or trail signs and the costs for these items exceeds $2,500.00, the provisions of 23 CFR 635.410(b)(4) apply.

19. The "Disadvantaged Business Enterprise" (DBE) requirement applies to this RTP grant. The objective of the DBE Program is to provide disadvantaged business enterprises with opportunities to compete for government contracts. In keeping with this requirement, we ask that each RIP grant recipient, where feasible and practical, encourage DBE listed contractors and suppliers to bid for trail work for which you were granted RTP funds. For information about North Carolina Department of Transportation's approved DBE contractors, visit https://partnerncdot.goviVendorDirectoryidefault.html.

Signature of Authorizing Official Signed by: John Connet F03A0E3E10B4497...

Title City Manager

Date 4/2/2026

NORTH CAROLINA'S RECREATIONAL TRAILS PROGRAM
APPLICATION SIGNATURE PAGE

"On behalf of the applicant, I hereby certify the information contained in the Recreational Trails Program grant application is true and correct. I understand this application will be rated on the basis of the information submitted and the submission of incorrect data or an incomplete application can result in this application being eliminated from consideration for funding."

"I hereby certify the applicant will comply with all applicable local, state and Federal laws and regulations."

"I hereby certify the availability of a minimum of 25% of the requested Recreational Trails Program grant amount as noted in this application."

Signed this _____ day of 4/2/2026

By John Connet

Signed by:
John Connet
F03A0E3E10B4497...

Title City Manager

Attested By Jill Murray

DocuSigned by:
Jill Murray
A9E6EF33A3C34BD...

FEDERAL RECREATIONAL TRAILS PROGRAM
INSURANCE REQUIREMENT NOTIFICATION FORM

(Requirement of Governmental Agencies and Non-Profit Organizations)

A grantee must provide **INSURANCE** during the term of a State Grant Contract. As a minimum, the grantee shall provide and maintain the following coverage and limits:

a. Worker's Compensation - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $150,000.00, covering all of Grantee's employees who are engaged in any work under the contract. If any work is subcontracted, the Grantee shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.

c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be $150,000.00 bodily injury and property damage; $150,000.00 uninsured/under insured motorist; and $1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

As the approved contact for the below listed organization, I sign that I have read and am now aware of the Insurance Requirement that will be noted in the General Terms and Conditions of our pending State Grant Contract.

Signed by:
John Connet
F03A0E3E10B4497...

Signature

City Manager

Title

City of Hendersonville

Agency/Organization

4/2/2026

Date

Recreational Trails Program

Number: 20.219
Agency: Department of Transportation
Office: Federal Highway Administration (FHWA)

PROGRAM INFORMATION

Authorization (040):

Fixing America's Surface Transportation (FAST) Act., Public Law 114-94, 23 U.S.C 104, 133, 206.

Objectives (050):

To provide funds to the States to develop and maintain recreational trails and trail-related facilities for both nonmotorized and motorized recreational trail uses. The funds represent a portion of the motor fuel excise tax collected from nonhighway recreational fuel use.

Types of Assistance (060):

Formula Grants; Formula Grants (Apportionments)

Uses and Use Restrictions (070):

Funds from this program may be used for: (1) Maintenance and restoration of existing trails; (2) development and rehabilitation of trailside and trailhead facilities and trail linkages; (3) purchase and lease of trail construction and maintenance equipment; (4) construction of new trails (with restrictions for new trails on Federal lands); (5) acquisition of easements or property for trails or trail corridors; (6) assessment of trail conditions for accessibility and maintenance; (7) development and dissemination of publications and operation of educational programs to promote safety and environmental protection (as those objectives relate to one or more of the use of recreational trails, supporting non-law enforcement trail safety and trail use monitoring patrol programs, and providing trail-related training), (limited to 5 percent of a State's funds); and (8) State administrative costs related to this program (limited to 7 percent of a State's funds). Funds may not be used for: property condemnation; constructing new trails for motorized use on National Forest or Bureau of Land Management lands unless the project is consistent with resource management plans; or facilitating motorized access on otherwise nonmotorized trails. The USDOT encourages States to enter into contracts and cooperative agreements with qualified youth conservation or service corps to perform construction and maintenance of recreational trails under this program.

Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. Funds from this program may be used for: (1) Maintenance and restoration of existing trails; (2) development and rehabilitation of trailside and trailhead facilities and trail linkages; (3) purchase and lease of trail construction and maintenance equipment; (4) construction of new trails (with restrictions for new trails on Federal lands); (5) acquisition of easements or property for trails or trail corridors; (6) assessment of trail conditions for accessibility and maintenance; (7) development and dissemination of publications and operation of educational programs to promote safety and environmental protection (as those objectives relate to one or more of the use of recreational trails, supporting non-law enforcement trail safety and trail use monitoring patrol programs, and providing trail-related training), (limited to 5 percent of a State's funds); and (8) State administrative costs related to this program (limited to 7 percent of a State's funds). States must use 40 percent of their funds for diverse recreational trail use, 30 percent for motorized use, and 30 percent for non-motorized use (Connecticut, Delaware, District of Columbia, and Rhode Island have a small State exception).

Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks.

Eligibility Requirements (080)

Applicant Eligibility (081):

(The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations using its administrative funds.)

For funds available to the States: the Governor of each State must designate the State agency or agencies responsible for administering this program. The State must have a State recreational trail advisory committee that represents both motorized and nonmotorized recreational trail users, which shall meet not less than once per fiscal year. If the State Recreational Trail Advisory Committee does not meet in a fiscal year, or does not have required representation, the State becomes ineligible for an

apportionment. The State agency may accept project proposals from private organizations, or from municipal, county, State, or Federal government entities, and other government entities. The projects must satisfy one or more of the permissible uses. States may provide sub-grants to Federal, State, and local government entities and to private entities, at the discretion of the State.

Beneficiary Eligibility (082):
(The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations using its administrative funds.)

The State agency designated by the Governor. A State may opt out of the Recreational Trails Program if the Governor of the State notifies the Secretary not later than 30 days prior to apportionments being made for any fiscal year.

Credentials/Documentation (083):
Allowable costs will be determined in accordance with applicable cost principles listed in 2 CFR Part 200 for the kind of organization receiving the grant or sub-grant. 2 CFR 200, Subpart E - Cost Principles applies to this program.

Application and Award Process (090)

Preapplication Coordination (091):
Most Recreational Trails Program (RTP) projects qualify as Categorical Exclusions under the National Environmental Policy Act (NEPA). Some projects may require Environmental Assessments. Projects that may have a significant environmental impact may require Environmental Impact Statements. An environmental impact statement is required for this program. An environmental impact assessment is required for this program. This program is eligible for coverage under E.O. 12372, "Intergovernmental Review of Federal Programs." An applicant should consult the office or official designated as the single point of contact in his or her State for more information on the process the State requires to be followed in applying for assistance, if the State has selected the program for review.

Application Procedures (092):
This program is excluded from coverage under 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For funds available to the States: The States must submit project proposals to the FHWA division office located in each State for approval. The State may submit individual projects or consolidate similar projects for the purposes of program approval. FHWA approval constitutes a commitment to pay the Federal share of the project's cost. The State's projects also must be included in State transportation improvement programs and applicable metropolitan transportation improvement programs.

For FHWA’s administrative, research, technical assistance, and training expenses, FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. Contracts are announced through www.fbo.gov. Cooperative agreements are announced through www.grants.gov.

Award Procedure (093):
For funds available to the States: The State agency or agencies designated by the Governors decide which projects will be developed within funding levels, but the FHWA division office located in each State makes the final decision on the eligibility of specific projects for funding.

Deadlines (094):
Contact the headquarters or regional office, as appropriate, for application deadlines.

Range of Approval/Disapproval Time (095):
From 5 days to 5 months. In some States, requirements for projects to be listed in statewide or metropolitan transportation improvement programs may add up to a year of delay.

Appeals (096):
Not Applicable.

Renewals (097):
Not Applicable.

Assistance Consideration (100)

Formula and Matching Requirements (101):
Statutory Formula: Title 23 U.S.C., Part 133(h), 206, and former 213(f) and (g), Public Law 114-94. 133(h), 206, and former 213(f) and (g). See http://www.fhwa.dot.gov/environment/recreational_trails/legislation/.

Matching Requirements: Percent: 80%. The Federal share is subject to a sliding scale under 23 U.S.C. 120(b). Funds from any other Federal program may be used for the non-Federal match if the project also is eligible under the other program. Recreational Trails Program funds may be used to match other Federal funds if the project also is eligible under the other program. States also may allow a programmatic match: if some project sponsors in a State provide more match funds than required, other sponsors in the State may provide less. Some in-kind materials and services may be credited toward the project match. States may allow some pre-approval planning and environmental assessment costs toward the project match. See http://www.fhwa.dot.gov/environment/recreational_trails/guidance/matchingfunds.cfm.
This program does not have MOE requirements.

Length and Time Phasing of Assistance (102):
Funds generally become available at the beginning of the fiscal year for which they are authorized, and must be obligated within 3 years after the close of that fiscal year. See the following for information on how assistance is awarded/released: The method of money release varies case by case.

Post Assistance Requirements (110)

Reports (111):
No reports are required.

Audits (112):
In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, non-Federal entities that expend financial assistance of $750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than $750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503.

Records (113):
Project records and documents must be retained by the State for 3 years following the final submission for Federal payment in accordance with 2 CFR 200.

Financial Information (120)

Account Identification (121):
69-8083-0-7-401.

Obligations (122):
(Formula Grants (Apportionments)) FY 15 $80,741,889; FY 16 est $82,365,802; and FY 17 est $82,365,802 - The Recreational Trails Program has continued as a set-aside of funds under the Transportation Alternatives Program (20.205) at up to $84,160,000 per year. A State may choose to opt out of the program in a fiscal year: Connecticut opted out for FY 2016. Remaining unobligated balances from prior years may be available. Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks.

Range and Average of Financial Assistance (123):
Apportionments to the States are based on statutory formula. All 50 States and the District of Columbia are eligible to receive apportionments. For FY 2015: $83,318,400 was potentially available; $80,741,889 was apportioned (Florida opted out for FY 2015). Awards ranged from $816,847 to $5,698,627; the average was $1,614,838.

Program Accomplishments (130):
Fiscal Year 2015: States obligated $72 million for approximately 1,100 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2016: States will obligate about $75-$85 million for about 1,200 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2017: No Current Data Available

Regulations, Guidelines, and Literature (140):

23 CFR, Highways and 49 CFR, Transportation. There are no regulations specifically for the Recreational Trails Program. Program guidance was completed on April 1, 1999; and is posted at http://www.fhwa.dot.gov/environment/rectrails/guidance.htm along with program updates. Program guidance under MAP-21 is posted at http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm with Questions and Answers at http://www.fhwa.dot.gov/map21/qandas/qatap.cfm. New guidance under the FAST Act will be posted at http://www.fhwa.dot.gov/environment/transportation_alternatives/.

Information Contacts (150)

Regional or Local Office (151):

See Regional Agency Offices. State-level offices of the Federal Highway Administration (as listed in Appendix IV of the Catalog) or the State agency designated by the Governor to administer this program.

Headquarters Office (152):

Christopher B. Douwes 1200 New Jersey Ave S.E., Washington, District of Columbia 20590 Email: christopher.douwes@dot.gov Phone: (202) 366-5013 Fax: (202) 366-3409

Website Address (153):

http://www.fhwa.dot.gov/environment/recreational_trails/

Related Programs (160):

20.205 Highway Planning and Construction

Examples of Funded Projects (170):

Fiscal Year 2015: States obligated $72 million for about 1,100 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2016: States will obligate approximately $75-$85 million for about 1,200 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2017: Similar projects will be completed as noted in FY15, and 16.

Criteria for Selecting Proposals (180):

Each State (and the District of Columbia) solicits and selects projects for funding. To be eligible, projects must be selected on the basis of State priorities within the limit of the funds apportioned to each State.

Address*: 305 Williams St

Hendersonville North Carolina 28704-
City State/Province Postal Code/Zip

Phone*: 828-697-3000 Ext.
###-###-####

Fax: ###-###-####

Benefactor:

Vendor ID:

Comments:

Applicant Information

Basic Information

Sponsoring Agency/Organization Name*: City of Hendersonville

Sponsoring Agency/Organization Type*: Local Government

Federal Tax ID Number*: 56-6001242

Agency Contact Information

Contact Name*: Brendan Shanahan

Mailing Address*: 305 Williams St

Hendersonville North Carolina

Zip Code*: 28792

Title*: City Engineer

Phone Number*: 828-674-0697

Email Address*: bshanahan@hvlnc.gov

Has the organization previously received an RTP grant award?*: No

Project Overview

Trail Project Information

Name of Trail Project:

Briefly describe in 1-2 sentences the final product from this proposal*:

A 2.5 mile multi-use trail, crossing two streams and an interstate, will connect the east side of town to the park system and downtown, while connecting over 1000 residents to the business districts and existing trail system.
ex. 2 miles of new multiuse greenway, renovation of 5 mi of mountain bike trails, etc.

Project Classification*: New Trail - Greenway
Applies to project deliverables that will be paid for with RTP funding only

Recreational Trails Program Category*: Diverse Use - Paved Surface

Highest-Ranking Trail Designation: Only select authorized National or State trails if the proposed project is on existing designated sections of these trails, and/or the project will construct new segments within the official planned corridor of the trail for future designation.

Select the highest-ranking trail designation for your project:*: All Other Trails

What type of connection does your trail project make to an existing trail/greenway network? *: Connects Existing Trail(s)
Select the most applicable response to your trail project.

Primary designated trail user for your project*: Multi-Use

Indicate ALL permissible trail users for this project area*: Biking,Pedestrian
Select all that apply.

Is trail or project design complete?*: Yes (ex. Trail route survey flagged on the ground, work items and trail log complete for renovation projects, etc.)

Select the appropriate response to what design standards were used or will be used for this project*: Trail design will be completed using IMBA, USFS, AASHTO, or NOHVCC standards or combination of

Design Standards:
IMBA - Trail Solutions
USFS - Trail Construction and Maintenance Notebook
USFS - Equestrian Design Guidebook for Trails Trailheads and Campgrounds
AASHTO - Guide for the Development of Bicycle Facilities
NOHVCC - Park Guidelines for Off-Highway Vehicles
Guidelines for Assessing Designing and Building Access Sites for Carry-in Watercraft

Select all design standards used for this project:*: AASHTO - Guide for the Development of Bicycle Facilities
Select all that apply.

Was/Will your trail designed by a professional trail builder or designer?*: Yes (ex. PTBA member, trail professional, engineer, etc.)

Describe the qualifications of trail designer:

Engineering Consultant. The designer (Kimley Horn) is experienced in working on NCDOT projects and designed the multi-use trail to meet NCDOT standards, which exceeds some of the other standards listed in this section of the application.

Will RTP funds be used to construct, install, or design any structures?*: Yes (ex. bridges, culverts, retaining walls, cribbing, boardwalk, etc.)

Please list structures with approximate dimensions and coordinates:

90' x 12' Pre-fabricated truss bridge to cross Mud Creek (35.350198, -82.463147)
75' x 12' Pre-fabricated truss bridge to cross Allen Branch (35.349550, -82.452066)
List coordinates in decimal degrees format.

Please select the level of accommodations your project provides to individuals with disabilities*: Trail project is fully accessible and meets ADA - ABA requirements

Identify how your project will be managed and maintained*: Full-time Staff - example - public works or other department staff

Describe plans for or current trail maintenance and management agreements/commitments (to receive applicable credit, documentation is required as part of the supplemental attachments).*:

The City of Hendersonville has staff in the Public Works Department that is dedicated to maintaining our parks, including several miles of existing multi-use trails.

Level of Accommodations Points: 5

Trail Project Location

Select the county of your project location

If project spans multiple counties, select the primary location first.
For each county, list the corresponding Trails Program region your project is in, as well as the current NC Dept. of Commerce designated tier (Economic Distress Rankings).
NC Trails Program Region Map
NC Dept. of Commerce County Distress Ranking (Tier) Map

Project County*: Henderson

Region*: Mountain

Tier*: Tier 3

2nd Project County:

Region:

Tier:

3rd Project County:

Region:

Tier:

Legislative Information for Project Site
(Include ALL districts if project falls in multiple districts).

U.S. Congressional District(s)*: 11
Select all that apply.

N.C. House District(s)*: 117
Select all that apply.

N.C. Senate District(s)*: 48
Select all that apply.

Include the 911 address location, closest street address or road intersection, city, and zip code, to enable staff to be able to locate the project on a map.

Physical location of the project site*:

The trail runs east from approximately 99 Balfour Rd, Hendersonville, NC 28792 to roughly 90 Lakewood Rd, Hendersonville, NC 28792.

Latitude*: 35.348719539 35.349028379
xx.xxxxxxxxx xx.xxxxxxxxx

Longitude*: -82.468325332 -82.443937790
-xx.xxxxxxxxx -xx.xxxxxxxxx

Provide the current status of land ownership at the time of application submission. Documentation of legal public use rights are required in the supplemental attachments for a minimum of 10 years post-construction for projects on private lands.

The project is located on*: Public Land - Easement in Perpetuity

If the RTP applicant is seeking funding for a project that is located on land not owned or managed by the applicant, they must show proof of approval for the project from the owner or managing authority in order for the project to be considered for funding. Proof shall include documentation of any and all agreements between the applicant and the land owner/land manager regarding the project, attached in the Supplemental Attachments section of the application.

Please describe current land agreements if the property is not on public lands OR held in fee simple ownership by the applicant*:

The project crosses land that is owned, fee simple by the City of Hendersonville, including the following parcels (PINs): 9660603188, 9660607916, 9569892546, 9569991449 and 9670107228. There are 2 parcels (PINs 9579183554 and 9579297940) that we have been provided easement specifically for this trail project. Attached are the deed agreements for these easements.

Project Description

In the space provided below, briefly describe your project. Be sure to include enough detail to convey your project to someone unfamiliar with your project and/or its location, such as: length, width, connectivity, etc. Please define your project description in terms of the components of sustainability referenced in the RTP Information Booklet. This description will be used to determine your project overall sustainability as compared to other projects submitted. Be sure that a reader can clearly identify what component of your overall project would be RTP funded.

Project Description*:

This project involves the construction of approximately 2.5 miles of multi-use trail to continue the linear park that currently terminates at Balfour Rd near Berkeley Park. The proposed trail is between 10 and 12 feet in width and will be a paved ADA compliant asphalt trail. This trail serves to fill a gap of connectivity between the Parks System and downtown (to the south and east) and over 1000 residential units, business centers and an area geographically isolated by the interstate (I-26). This trail is included in planning documents both for the City of Hendersonville as well as

Henderson County and will serve as part of the Hellbender Regional Trail System. The project has received multiple grants and donations, including STBG-DA funds from FHWA, PARTF funds and private donations.

Has the public been given the opportunity to comment on the project?*:	Yes If "Yes", official documentation is required and must be included in the Supplemental Attachments
Select the appropriate response for public project support*:	Documented support by multiple trail user groups Documentation is required in the Supplemental Attachments

Project Funding

Amount of RTP funding requested (Minimum Grant Award = $10,000)*:	$100,000.00
Minimum Match %:	$25,000.00
Is additional funding required for your project, other than the requested RTP award and 25% match?*:	Yes

Project Details

Trail Project Details

Describe how your project suits the selected site, and how it will be sustainably designed with the landscape.

Site Compatibility*:

This multi-use trail crosses City parkland and provides access to streams (such as Clear Creek) for paddling. It aligns with an existing sewer on previously disturbed ground. The passive recreation is an ideal use of land classified as floodplain and floodway. It also connects patrons to a pond, which will be available to the public for fishing. The design preserves riparian areas, and the site will be part of a separate, subsequent stream restoration project that is eligible for a private grant.

Outline your plan of action to complete your project within the contract period of 3 years. Detail how and by whom your project will be constructed (if applicable). Note any potential factors that might expedite or slow project development.

Project Implementation*:

The project design is complete, and the environmental permitting is being finalized. The NCDOT will administer the construction, ensuring compliance with standards. We expect to bid the project by the end of 2025. Construction will be phased, with the first phase being completed in October of 2026 and the rest in the following 10 months.

Describe the planning process of your project and overall project readiness for implementation.

Project Readiness*:

The project is ready to enter the construction phase. The permitting package has been provided to NCDOT. Additional permitting work needed includes repeating (expired) bat and botanical surveys, as well as receiving final Tribal comments. We expect the Right of Way Certification to be completed and the Construction Authorization to be given in the next 2 months. Construction will follow this winter.

Describe how your project has been approved within your organization, and/or with the project land manager. Detail public use rights for this trail project. Documentation of public use rights and land manager approvals are required within the Supplemental Attachments.

Project Authorization and Legality*:

Agreements for this project have been entered into between the City Council and the grant agencies (NCDOT and PARTF) based on requirements of the funding, which includes Federal money. Fee simple property and trail easement has been acquired in compliance with all applicable Federal regulations and is for the purpose of public enjoyment in accordance with City of Hendersonville park rules.

Describe how the trail project provides assistance to people with disabilities.

Project Accessibility*:

This trail greatly expands access to people with disabilities with a corridor. There is currently no feasible alternative for a wheelchair bound individual to complete this route, without using other transportation options. If they were to try, not only would the distance be twice as long, but over a mile of it would be without any pedestrian facilities. The most perilous portions of the trip would be along US routes that have no paved shoulder and have AADT of 41,000. This connection ties together employment centers, residential hubs, City Parks and downtown centers.

Describe how your project will be financed while periodically seeking reimbursement. If your project requires additional funding beyond the maximum award limit, detail the source of additional funds and their associated timelines.

Economic Feasibility*:

For this project, we were fortunate to receive around $4 million in funding, without the City having to commit its own funds, which is beneficial given the financial impact to our City by Hurricane Helene. The City has received an FHWA grant for approximately $3,484,000, as well as a PARTF grant for $376,000. In addition, the City received $250,000 in private donations. PARTF funds will be used as a match for an RTP grant. The RTP grant would allow the City to complete the fully designed project.

Describe how people have been informed of this project, public involvement, and overall project support.

Public Support*:

A public meeting was held exclusively to discuss the Clear Creek multi-use path project. Public outreach included: press releases distributed to local print,
radio, and TV organizations; announcements placed on the City of Hendersonville website, on the City's event calendar and homepage feature, and city news page; announcements in local papers and radio; and announcements in community organization newsletters, websites, and social media postings. We received 19 letters of support from various community organizations and committees.

Describe the overall public need and benefits of this project.

Public Need*:

Approximately 80% of the length of this project is located within census tract (9310), which was deemed a low-income community opportunity zone. The only one in Henderson County. Additionally, this project is adjacent to over 1000 housing units. Around half of which are inhabited by elderly community members. This project will greatly expand access to our community members who may have the greatest need for this type of connectivity.

Describe the connectivity the project provides to the surrounding community, and/or other trail and pedestrian networks.

Project Connectivity*:

Interstate 26 cuts through our community, creating a substantial barrier for pedestrian movement. The Clear Creek Greenway will open the door to multiple expansions shown in both the City's 2030 Comprehensive Plan and the Henderson County Greenway Master Plan. The City's Comprehensive Plan includes a Transportation and Circulation section that identifies the need for a greenway running along Clear Creek, under Interstate 26, and connecting to future greenways. Two spurs are planned at the end of this phase of the Clear Creek Greenway: one spur would eventually extend approximately 7 miles to the community of Edneyville, home of the North Carolina Justice Academy, and another spur would pass by 80 affordable housing units and over 70 acres of undeveloped land on its way to the Highland Square Regional Activity Center (HSRAC). More than 25 businesses and points of interest are operating in and around HSRAC, including 10 restaurants, 4 banking institutions, 3 grocery stores, 3 medical/pharmacy providers, 2 churches, and a post office. Other municipalities are developing plans for the network to continue south towards Blue Ridge Community College, north towards Westfeldt Park (adjacent to the Asheville Regional Airport), and eastward to Edneyville.

Describe why your project should be prioritized over other applicants.

Justification*:

This project is shovel-ready, and we are actively coordinating with NCDOT to obtain ROW certification and finalize the construction schedule. All permits will be obtained shortly, and we will begin construction at the beginning of 2026. RTP funds would allow us to complete a community connection that is desperately needed and will result in a safe, reliable multi-use trail for our residents and visitors.

Environmental Review

Environmental Review

Describe the existing or proposed property your trail project is on including the acreage of proposed project disturbance, topography, bodies of water (streams, wetlands, rivers, etc.) and any significant natural resources that are on or adjacent to the site.

Site Description*:

The project has a proposed disturbance of 10.5 acres. The City's Design consultant performed a field study, which identified eleven (11) aquatic resources within the project survey area. In total four (4) streams, six (6) wetlands, and one (1) open water were identified and are included in PJD document provided with this application. The aquatic resources were delineated utilizing the United States Army Corps of Engineers (USACE) accepted methodologies. The delineated resources within the survey area are included for reference in the PJD document.

What are the past and current uses of the property?

Examples: Urban/developed, forest, agricultural, industrial site, landfill, water, wetland, etc. If the property has been contaminated (ex: brownfield sites), all clean up actions must be completed before a project can begin. Please describe any clean up actions that are needed.

Past/Current Property Use*:

The properties associated with this project include the following zoning: Industrial, Low Density Residential, Planned Residential Development and Urban Residential. Seventy-five percent of the alignment of the trail is along a corridor that has already been disturbed by the placement of sewer.

Describe any wetland areas on the site including the acreage.

Describe any disturbance of wetlands needed to develop the proposed project.

Please state if no wetlands exist on the site.

Wetlands*:

The City's consultant has identified six (6) wetlands within the study area for the project, totaling an area of 3.39 acres. This information is included in the PJD attached to this application. The consultant used this PJD to avoid and minimize impacts to jurisdictional aquatic resources. The actual area of disturbance of wetland is 0.155 ac.

Are there trout streams located in the project county? Will the trail project involve any ground disturbance or vegetation clearing within 50 feet of a known trout stream?

Trout Waters*:

Henderson County has trout streams. The nearest identified trout stream is over two miles from the project site.

Will your project have any impacts to surface waters (streams, rivers, lakes, etc.)

Surface Waters*:

The project proposes to cross two streams Mud Creek and Allen Branch via a truss bridge, with concrete end bents. A site inspection conducted on March 19, 2024, determined that the area may contain approximately 3.39 acres of wetland, 0.23 acres of open water, and 4,965.7 linear feet of stream waters of the United States under the U.S. Army Corps of Engineers (Corps) regulatory jurisdiction. The actual disturbance to streams is 120 linear feet.

Describe the predominant tree and wildlife species on the site. Are there any threatened or endangered species within two miles of the project site? If so, please describe.

Tree and Wildlife Species*:

The proposed project is in an area that has potential or known occurrence records of species with federal designations. Below is a list of species which should be considered. No critical habitat is present within the project vicinity. Bog turtle (Southern population), Bunched arrowhead, Carolina hemlock, Gray bat, Little brown bat, Monarch butterfly, Northern long-eared bat, Small whorled pogonia, Swamp pink, Tennessee clubshell, Tricolored bat, White irisette, Mountain sweet pitcher plant.

If your project is in one of the 20 CAMA counties of NC, does your project potentially affect an Area of Environmental Concern? This includes coastal wetlands, coastal shorelines, inlets, marshes, etc. Please describe in detail if your project is located in any of these settings.

Areas of Concern*:

Not applicable.

Describe any floodplain or floodways areas within or adjacent to the trail project.

Please state if none exist.

Floodplains*:

The project is located within the special flood hazard areas (Zones AE, Floodway). A Flood Damage Prevention Development Permit was issued and is attached to the application.

Describe the existing utilities at the site such as water, sewer, and road systems

Utilities*:

The trail is located along a pubic sewer line for three quarters of the alignment. It also crosses public water lines. The trail runs along and crosses NCDOT roads, including SR-1508, SR-1503, I-26 and SR-1518. All encroachments are submitted to NCDOT.

List any known archaeological or historical sites within the project site or in the vicinity of the site.

Has the area been surveyed by an archaeologist? If so, when and by whom?

Archaeological or Historical Sites*:

The area of potential effects (APE) for the proposed greenway project along Clear Creek and Allen Branch is located in an area where the hydrological and topographic characteristics suggest there is potential for significant archaeological resources to be present. One previously identified archaeological site (31HN158) in the immediate vicinity of the project area has not yet been evaluated for inclusion in the National Register of Historic Places (NRHP). It should be noted that three quarters of the trail alignment has been previously disturbed with installation of public sewer lines.

List all structures on the site, regardless of their age, including recreational facilities.

Indicate if any structure is more than 50 years old.

Provide a photograph and pertinent historical information about the structure(s) which are 50 years or greater.

Indicate whether the structure(s) will be demolished or renovated by the proposed project?

Existing Structures*:

No structures are expected to be demolished as part of this project.

Photograph:

List all permits that have been or will be applied for or received at this point, such as erosion control, CAMA or U.S. Army Corps of Engineers permits.

Include a brief discussion and documentation of your interactions with regulatory agencies regarding relevant permitting agencies.

Permits*:

Erosion Control - In process, attached
Floodplain Dev - Obtained, attached
NCDOT Encroachments - In process, attached
SHPO - In process, attached
US F & W - In process, attached
USACE - Provided PJD, attached
NCDEQ Clearinghouse - In process, attached

Budget

Project Deliverables

Deliverable #	Item Type	Description	Accomplished by	If Other, Please List	Unit	Of Measurement	If Other, Please List	Rate	RTP Funds	Match Funds	Total Amount	Match Percentage	Minimum Match %
P003	P003 New Trail - Greenway - Paved	approximately 2.5 miles of multi-use trail	Contracted		2.50	Miles		$65,000.00	$50,000.00	$15,000.00	$65,000.00	23.08	$12,500.00
P004	P003 New Trail - Greenway - Paved	75' x 12' Pre-fabricated truss bridge to cross Allen Branch (Coordinates: 35849550, -82.452066)	Contracted		1.00	Other	Individual Bridge Structure	$65,000.00	$50,000.00	$15,000.00	$65,000.00	23.08	$12,500.00
									$100,000.00	**$30,000.00**	**$130,000.00**		

Supplemental Attachments

Project Maps

Named Attachment	Required	Description	File Name	Type	Size	Upload Date
Overview Map This map should broadly depict how your project fits in with larger trail networks and the surrounding area, and/or other phases of your project.	✓	Overview Map	Overview Map.pdf	pdf	2 MB	10/16/2025 04:32 PM
Project Specific Map Provide a detailed map of the proposed trail project area, with your project clearly identified.	✓	Project Map	Project Map.pdf	pdf	428 KB	10/16/2025 04:32 PM
Topo Map Provide a detailed map of the proposed trail project with topographic lines or basemap. Bodies of water and other natural features should be visible on this map as well.	✓	Background Maps	Background Maps.pdf	pdf	5 MB	10/16/2025 04:32 PM

Supporting Documents

Named Attachment	Required	Description	File Name	Type	Size	Upload Date
Project Timeline Provide an estimated timeline for your project's implementation.	✓	Project Timeline	Clear Creek Greenway Schedule2025.pdf	pdf	36 KB	10/16/2025 04:32 PM
Letters of Commitment Please submit documentation of an organization's commitment to manage and maintain the proposed project (ex. MOU, MOA, etc.)	✓	The City of Hendersonville Public Works Department develops, operates and maintains parks and greenspaces among all other public spaces and buildings. The Public Works Department is supported by 70 staff members. (P 13 in the attached)	parks_and_greenspace_master_plan_sp_final_.pdf	pdf	65 MB	10/16/2025 04:32 PM
Letters of Support Provide letters of support for your project from pertinent stakeholders.	✓	Letters of Support	Letters of Support.pdf	pdf	9 MB	10/16/2025 04:32 PM
Public Comments Provide documentation of how the public has been informed of your project.	✓	Documentation of public communication and input.	Public Involvement.pdf	pdf	10 MB	10/16/2025 04:32 PM

Governing Body Commitment Provide documentation from your organization/agency's body of authority supporting this project, with a commitment to fund and implement the project as described in this application.	✔	Letter of Commitment	20250905_ClearCreekGreenwayLetterCommitment.pdf	pdf	1 MB	10/16/2025 04:32 PM
Land Documentation Provide documentation of land ownership and legal public use of the site. If applicant is not the landowner, documentation of project and grant approval is required (they will also be required to co-sign a grant contract if awarded). If the application is for land acquisition, please submit property deed, tax card, and any recent appraisal.	✔	Contains documentation of easements provided for parcels that we do not own (Pins 9579183554 and 9579297940). Also provides fee simple deed to other properties, which we own (PINs 9569892546, 9569991449, 9660603188, 9660607916, 9670107228)	Land Documentation.pdf	pdf	3 MB	10/16/2025 04:32 PM

Environmental Review

Named Attachment	Required	Description	File Name	Type	Size	Upload Date
US Fish and Wildlife (USFWS) Submit documentation of your project consultation with USFWS here.	✔	US FWS Scoping document. Please note that we are actively coordinating with this agency and will expect an updated document shortly.	FWS__23-218_Scoping_Clear Creek Greenway BL-0008_HendersonCo.pdf	pdf	316 KB	10/16/2025 04:32 PM
US Army Corps of Engineers (USACE) Submit documentation of project consultation with USACE here.	✔	Preliminary Jurisdictional Determination Verification.	SAW-2024-00032 PJD Verification_20240403 1.pdf	pdf	3 MB	10/16/2025 04:32 PM
NC State Historic Preservation Office (NCSHPO) Submit documentation of consultation with NCSHPO regarding your project.	✔	SHPO review confirmation. Please note that we are actively coordinating with this agency and will expect an updated document shortly.	SHPO_000121_SHPO_comment.pdf	pdf	208 KB	10/16/2025 04:32 PM
NC Environmental Clearinghouse Submit your documentation of responses from state regulatory agency reviews. Please refer to the RTP General Guide on our website for detailed instructions on completing this step.	✔	DEQ Clearinghouse Scoping Document. Please note that we are actively coordinating with this agency and will expect an updated document shortly.	DEQ_000043_23-0144_DEQ_Comments.pdf	pdf	2 MB	10/16/2025 04:32 PM
FEDERAL AGENCIES & APPLICANTS ON FEDERAL LANDS ONLY Submit documentation of current environmental review or decision regarding the trail project.						

Other Attachments

Description	File Name	Type	Size	Upload Date
Engineer's opinion of cost of construction. Provided by design consultant (Kimley Horn).	2025-09-26_BL-0008 Bid Tab.pdf	pdf	56 KB	10/17/2025 12:43 PM
Erosion and sedimentation control approval	Certificate of Approval - Monday March 24 2025 421 PM.docx	docx	197 KB	10/16/2025 04:32 PM
Floodplain Development Permit	FDP 20250113 18206 Clear Creek Greenway_reduced - signed.pdf	pdf	224 KB	10/16/2025 04:32 PM
NCDOT Encr 1	16-1A-Two-Party-Non-Utility-Not-Related-to-Road-Construction Balfour-sgn.pdf	pdf	110 KB	10/16/2025 04:32 PM

NCDOT Encr 2	16-1B-Two-Party-Related-to-Road-Construction CCR-sgn.pdf	pdf	110 KB	10/16/2025 04:32 PM
Project Plans	2025-03-03_BL-0008_FinalPlans_Full.pdf	pdf	56 MB	10/16/2025 04:32 PM

Acknowledgements

Acknowlegements

By checking this box, I acknowledge that:

I have read the RTP Grant Guidance Document.

failure to follow this guidance could negatively impact the score of my project.

I have consulted with my Regional Trails Specialist on this project prior to submitting this grant application.

the proposed project has governing body approval (from both the applicant and land management agency?s body of authority), with support of at least a 25% match, and agrees to complete the project within 3 years of the award letter date.

my organization/agency will submit quarterly project updates as well as comply with any additional information requests related to this project.

I acknowledge*: Yes

"On behalf of the Project Sponsor, I hereby certify the information contained in the attached application is true and correct. I understand this application will be rated on the basis of the information submitted and the submission of incorrect data or an incomplete application can result in this application being withdrawn from consideration for funding."

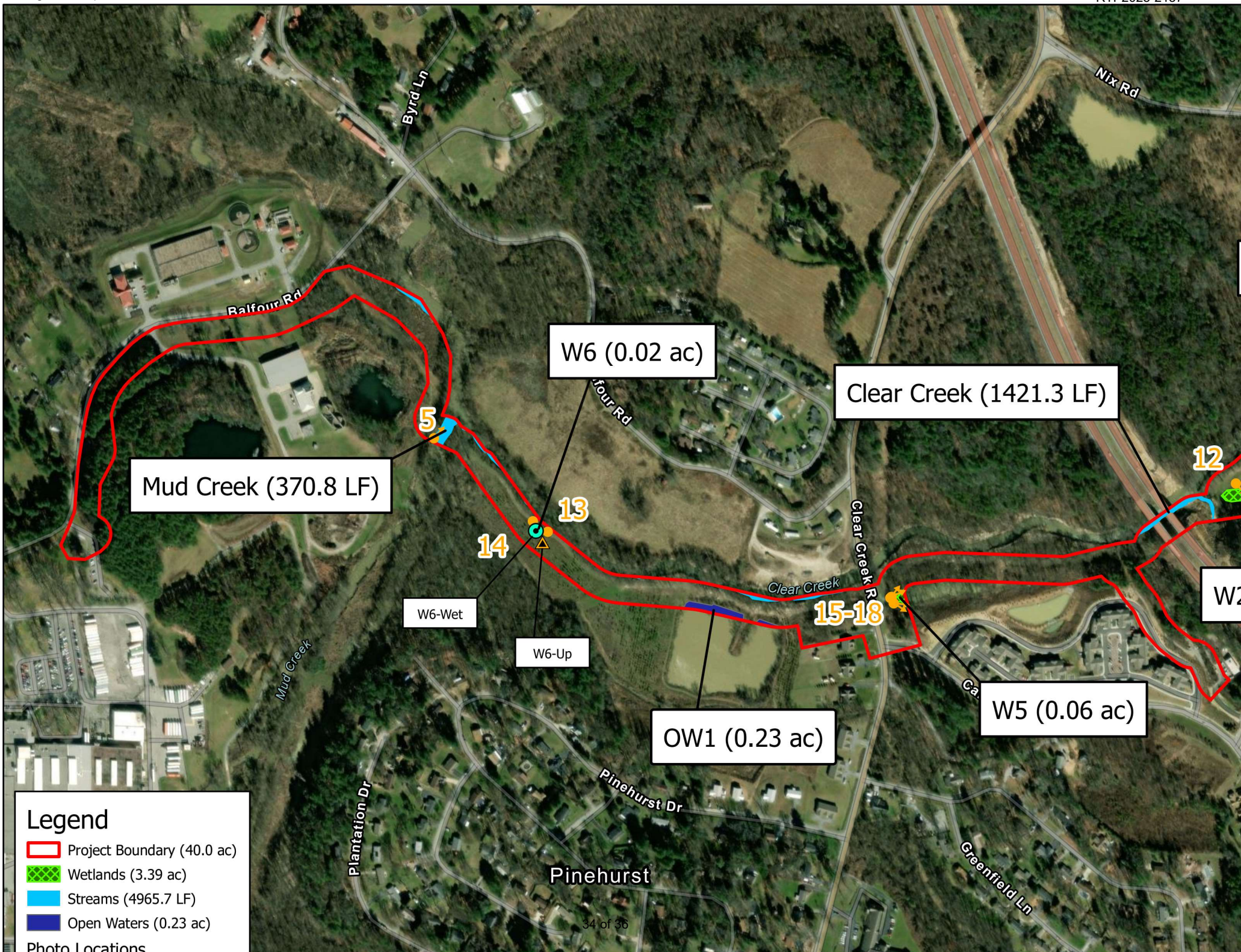
"I hereby certify the applicant will comply with all applicable local, state and Federal laws and regulations."

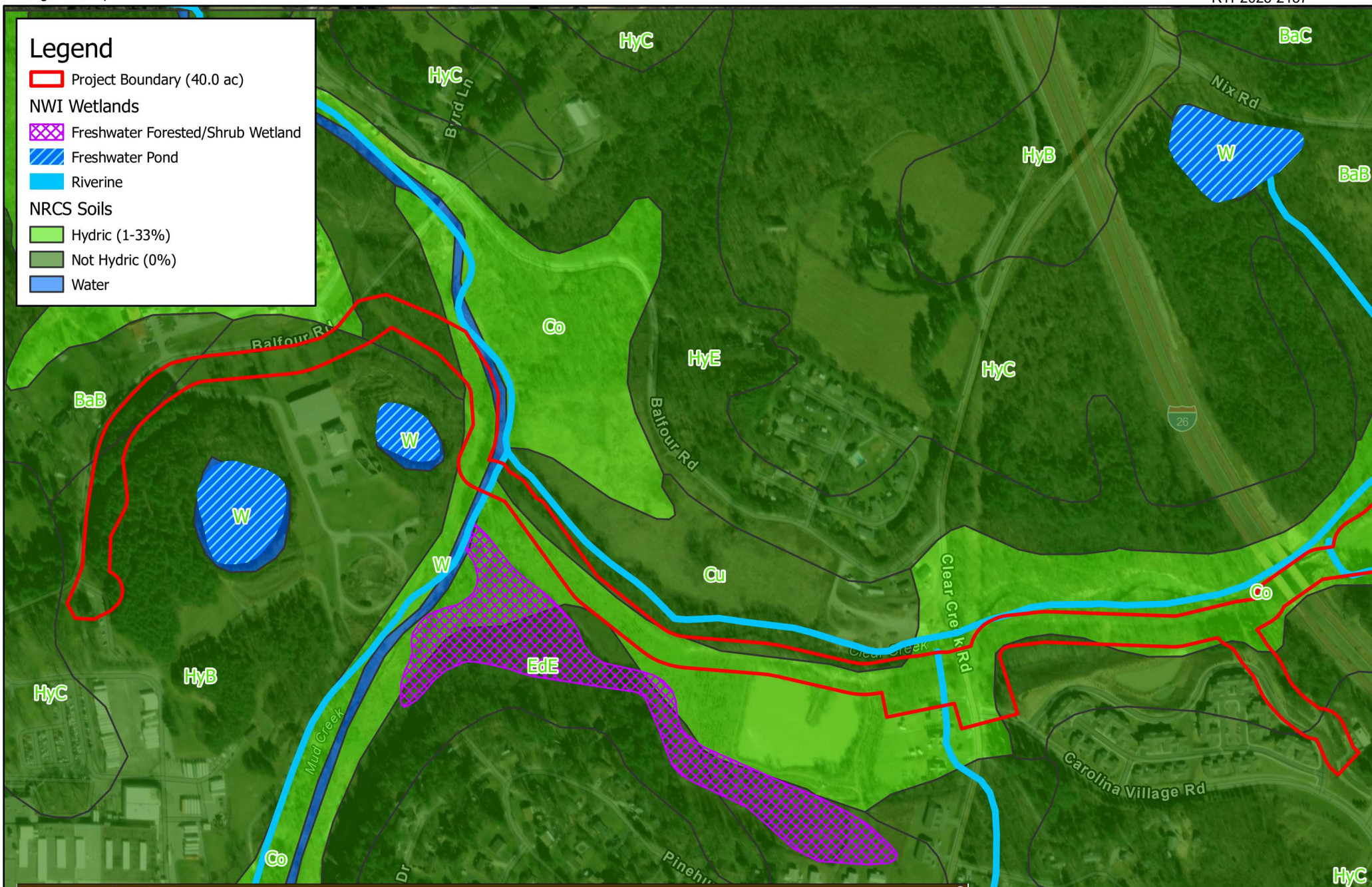
"I hereby certify the availability of the 25%required share of the total project costs, as represented in this application, and the ability to currently fund the project while seeking periodic reimbursements."

Authorized Agent*: Brendan Shanahan

Title*: City Engineer

Date*: 9/5/2025


Byrd Ln
Nix Rd
Balfour Rd
W6 (0.02 ac)
Clear Creek (1421.3 LF)
5
12
Mud Creek (370.8 LF)
13
14
Clear Creek Rd
Clear Creek
15-18
W6-Wet
W6-Up
W5 (0.06 ac)
OW1 (0.23 ac)
Mud Creek
Pinehurst Dr
Plantation Dr
Pinehurst
Greenfield Ln
Legend
Project Boundary (40.0 ac)
Wetlands (3.39 ac)
Streams (4965.7 LF)
Open Waters (0.23 ac)
Photo Locations

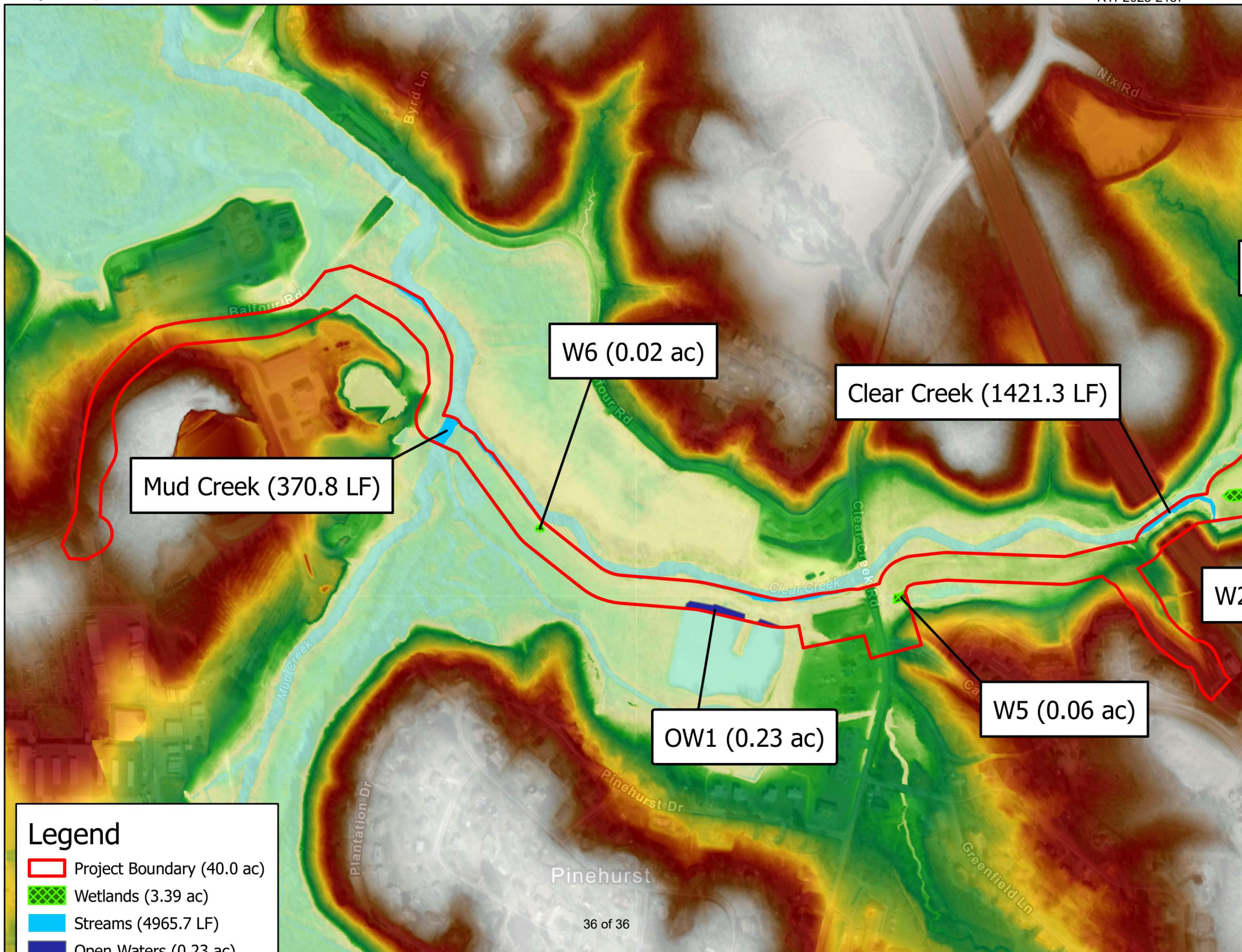


Tables — Hydric Rating by Map Unit — Summary By Map Unit

Summary by Map Unit — Henderson County, North Carolina (NC089)

Summary by Map Unit — Henderson County, North Carolina (NC089)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
BaB	Bradson gravelly loam, 2 to 7 percent slopes	0	64.2	7.4%
BaC	Bradson gravelly loam, 7 to 15 percent slopes	0	30.4	3.5%
Co	Codorus loam (arkaqua)	5	171.4	19.7%
Cu	Comus (colvard) fine sandy loam	0	30.4	3.5%
DeB	Delanco (dillard) loam, 2 to 7 percent slopes	0	23.7	2.7%
EdE	Edneyville (ednevtown) fine sandy loam, 15 to 25 percent slopes	0	53.6	6.2%


Byrd Ln
Nix Rd
Balfour Rd
W6 (0.02 ac)
Clear Creek (1421.3 LF)
Mud Creek (370.8 LF)
Clear Creek Rd
Clear Creek
W2
Mud Creek
W5 (0.06 ac)
OW1 (0.23 ac)
Pinehurst Dr
Plantation Dr
Pinehurst
Greenfield Ln
Legend
Project Boundary (40.0 ac)
Wetlands (3.39 ac)
Streams (4965.7 LF)
Open Waters (0.23 ac)