

## **REQUEST FOR BOARD ACTION**

### **HENDERSON COUNTY**

### **BOARD OF COMMISSIONERS**

**MEETING DATE:** August 4, 2025

**SUBJECT:** Resolution and Grant Application - Whitaker Farm Stream Restoration Project

**PRESENTERS:** Jonathan Wallin, Director, Soil & Water Conservation District  
Maria Wise, Executive Director, Mills River Partnership  
Alec Yount, NRCS

**ATTACHMENTS:** Yes:  
1) Resolution  
2) Memorandum of Understanding

### **SUMMARY OF REQUEST:**

Maria Wise, Executive Director of Mills River Partnership, has requested the Board approve a Resolution authorizing the Soil & Water Conservation District to apply for an N.C. Water Resources Development Grant on their behalf. The Soil & Water Conservation District Board of Supervisors considered this request at their June 9, 2025, meeting and voted to send the Board of Commissioners a favorable recommendation on this request.

Organizations that are eligible to apply for this type of grant are units of local government and local political subdivisions. Non-governmental organizations such as a non-profit, private consultant, university or watershed association can serve as a primary contact or supporter and help administer the grant on behalf of the local government applicant.

EnviroScience, per its Memorandum of Understanding with Mills River Partnership, will be responsible for the project's management. As an inclusion in the project budget, Soil & Water will be supplied with \$1,310 for the financial reporting management required for the project.

No County dollars are required for the grant.

### **BOARD ACTION REQUESTED:**

The Board is requested to approve the attached Resolution as presented and to approve Soil & Water's application for a NC Water Resources Development Grant.

### **Suggested Motion:**

*I move the Board approve the attached Resolution, authorizing Soil & Water's application for the N.C. Water Resources Development Grant on behalf of Mills River Partnership.*

## **Resolution– Water Resources Development Grant**

**WHEREAS,** the Henderson County Soil & Water Conservation District desires to sponsor the Whitaker Farm Stream Restoration Project, which was extensively damaged by Tropical Storm Helene in September 2024. This project will restore the riverbank and floodplain grades using geolifts and riparian buffer plantings (trees and shrubs), construct in-stream riffles as grade protection, and install a stream crossing for property access. The project benefits will be to restore farmland function, protect riverbanks to prevent future erosion, restore floodplains to reduce onsite and downstream flood impacts, and improve instream and terrestrial wildlife habitat; and

**WHEREAS,** Mills River Partnership, a non-profit conservation organization based in Henderson County, has recently received a grant award from NRCS toward this project and is seeking additional matching funds from other sources; and

**WHEREAS,** the State of North Carolina has established the N.C. Water Resources Development Grant Program to provide cost-share grants and technical assistance to local governments throughout the state for stream restoration and water management programs; and

**WHEREAS,** Mills River Partnership has requested the cooperation and support of the Henderson County Soil & Water Conservation District in seeking additional financial assistance to match other grant awards and fully cover costs to implement the Whitaker Farm Stream Restoration Project.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Board requests the State of North Carolina, through its Water Resources Development Grant Program (WRDGP), to provide financial assistance to the Henderson County Soil & Water Conservation District for the Whitaker Farm Stream Restoration Project in the amount of \$ 131,075 or 50% percent of the nonfederal project costs, whichever is the lesser amount;
- 2) The Board, while assuming full obligation for payment of the balance of project costs as a formal requirement of the WRDGP, will obligate the Mills River Partnership to pay the balance of project costs under the terms of their Memorandum of Understanding;
- 3) The Board, working with the Mills River Partnership under the terms of their Memorandum of Understanding, will see that all necessary State and Federal permits are obtained;
- 4) The Board, working with the Mills River Partnership under the terms of their Memorandum of Understanding, will see that all applicable laws governing the award of contracts and the expenditure of public funds by local governments are complied with;
- 5) The Board, working with the Mills River Partnership under the terms of their Memorandum of Understanding, will see that construction of the project is supervised in compliance with permit conditions and is performed safely and properly according to approved plans and specifications;

- 6) The Board, working with the Mills River Partnership under the terms of their Memorandum of Understanding, will see that arrangements are made for suitable disposal of project spoil areas as needed and that all other easements or rights-of-way that may be necessary for the construction and operation of the project are obtained without cost or obligation to the State;
- 7) The Board and the Mills River Partnership will hold the State harmless from any damages that may result from the construction, operation, and maintenance of the project;
- 8) The Board, working with the Mills River Partnership under the terms of their Memorandum of Understanding, accepts responsibility for the operation and maintenance of the completed project.

Adopted by the Henderson County Soil & Water Conservation District this 27<sup>th</sup> day of June, 2025.

Rebecca Hanna  
Clerk to the Board (Print Name)

[Signature]  
Clerk to the Board (Signature)

Greg D. Hoyt  
Vice-Chairperson of the Board (Print Name)

[Signature]  
Vice-Chairperson of Board (Signature)

**Memorandum of Understanding between Henderson County Soil & Water Conservation District and Mills River Partnership Regarding the Whitaker Farm Stream Restoration Project and the Associated NC Water Resources Development Grant Request**

I. **Purpose:** The purpose of this Memorandum of Understanding (MOU) is to memorialize the partnership between Henderson County Soil & Water Conservation District (HCSWCD) and the Mills River Partnership (MRP), in order to seek a grant from the North Carolina Water Resources Development Grant Program to support MRP's Whitaker Farm Stream Restoration Project. HENDERSON COUNTY SOIL & WATER CONSERVATION DISTRICT and MILLS RIVER PARTNERSHIP are the only parties to this MOU (hereinafter "Party" or "Parties").

II. **Background:** Whitaker Farm ("Property") was extensively damaged by Tropical Storm Helene in September 2024. This project will restore the riverbank and floodplain grades using geolifts and riparian buffer plantings (trees and shrubs), construct in-stream riffles as grade protection, and install a stream crossing for property access. The project benefits will be to restore farmland function, protect riverbanks to prevent future erosion, restore floodplains to reduce onsite and downstream flood impacts, and improve instream and terrestrial wildlife habitat.

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

The Henderson County Soil & Water Conservation District Board of Supervisors received a presentation regarding the Project at its meeting on June 9, 2025, and voted to support the project and request that the Henderson County Board of Commissioners approve a WRD grant application in support of the project.

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

- a. Submitting an application to the WRD Grant Program by its upcoming June 30, 2025, grant deadline; and
- b. If a grant is awarded, managing the grant in support of the Project.

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

- a. MRP will author a grant application to the WRD Grant Program requesting \$110,000 for the Project;
- b. HCSWCD will serve as grantee applicant on behalf of the Project and will submit the proposal developed by MRP.

If a grant is awarded,

- c. HCSWCD will sign an agreement with the WRD Grant Program and serve as grantee;
- d. MRP will oversee and assume responsibility for Project implementation, including design, permitting, construction and reporting;

- e. MRP will oversee and assume responsibility for Project financial management, including payment of all Project costs, and will ensure that the Project does not exceed the proposed budget;
- f. MRP will prepare quarterly reports for HCSWCD as required by the WRD Grant Program. These reports will include summaries of progress on Project implementation, and financial reports of Project expenses paid to date, attaching invoices for HCSWCD to use in seeking reimbursement from the WRD Grant Program;
- g. HCSWCD will take the quarterly reports and invoices from MRP and forward the reports and invoices on to the WRD Grant Program;
- h. The Project budget will include \$1,100 to compensate HCSWCD for staff time incurred in grant administration;
- i. MRP will provide matching funds for the Project from other sources and, in combination with WRD grant funds, will pay all Project costs;
- j. MRP will see that all necessary State and Federal permits are obtained;
- k. MRP will see that all applicable laws governing the award of contracts and the expenditure of public funds by local governments are complied with;
- l. MRP will see that Project construction is supervised in compliance with permit conditions and is performed safely and properly according to approved plans and specifications;
- m. MRP will see that arrangements are made for suitable disposal of Project spoils if required and that all easements or rights-of-way that may be necessary for the construction and operation of the Project are obtained without cost or obligation to the State or to HCSWCD;
- n. MRP will hold the State, Henderson County, and HCSWCD harmless from any damages that may result from the construction, operation and maintenance of the Project; and
- o. MRP accepts responsibility for the operation and maintenance of the completed Project.

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

Andrew Brannon, Chairman  
Henderson County Soil & Water Conservation  
District Board of Supervisors  
61 Triple Springs Road  
Hendersonville, NC 28792  
[rhanna@hendersoncountync.gov](mailto:rhanna@hendersoncountync.gov)  
(828) 697-4949 (office)

Maria Wise, Executive Director  
Mills River Partnership  
4139 Haywood Road  
Mills River, NC 28759  
[maria.millsriverpartnership@gmail.com](mailto:maria.millsriverpartnership@gmail.com)  
(828) 708-7388 (office)

VI. **Limitations:**

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



- VII. **Commencement/Duration/Modification/Termination**: This MOU takes effect when signed by all Parties and will remain in effect until either Party terminates the MOU by providing written notice to the other. This MOU may be extended or modified at any time per the mutual written consent of the Parties. Upon receipt of the termination notice, all Parties will take all reasonable actions to cancel outstanding commitments and limit financial expenditures related to the work described in this MOU.
- VIII. **Financial Provisions**: All commitments made by HCSWCD and MRP in this MOU are subject to the availability of funds. Nothing in this MOU, in and of itself, obligates either Party to expend funds or to enter into any contract or incur financial obligations that would be inconsistent with either Party's budget priorities.
- IX. **Compliance with Laws**: The Parties will observe all applicable laws and regulations during the execution of the work described in this MOU. The Parties agree and acknowledge that all parties to this transaction are regulated by the federal and state laws and regulations governing governmental and nonprofit corporations as applicable. Neither Party shall engage in any transaction that is illegal or fraudulent.
- X. **Approval**: This MOU takes effect upon the date of the last signature below.

**FOR HENDERSON COUNTY SOIL & WATER CONSERVATION DISTRICT**

  
\_\_\_\_\_  
Greg Hoyt, Vice-Chairman

6/27/2025  
Date

**FOR MILLS RIVER PARTNERSHIP**

  
\_\_\_\_\_  
Maria Wise, Executive Director

6/27/2025  
Date

**Amendment to Memorandum of Understanding between Henderson County Soil & Water Conservation District and Mills River Partnership Regarding the Whitaker Farm Stream Restoration Project and the Associated NC Water Resources Development Grant Request**

This Amendment (hereinafter "Amendment") is made and entered into as of June 30, 2025, by and between:

Henderson County Soil & Water Conservation District (HCSWCD) and Mills River Partnership (MRP) (hereinafter "Party" or "Parties")

**WHEREAS**, the Parties entered into a Memorandum of Understanding (MOU) dated June 27, 2025, to memorialize the partnership between HCSWCD and MRP, in order to seek a grant from the North Carolina Water Resources Development Grant Program to support MRP's Whitaker Farm Stream Restoration Project;

**WHEREAS**, the Parties desire to amend the MOU as set forth in this Amendment;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

- I. **Amendment to Section IV.a.**: The Parties agree that Section IV.a. of the MOU is hereby amended to read as follows: "MRP will author a grant application to the WRD Grant Program requesting \$131,075 for the Project;"
- II. **Amendment to Section IV.h.**: The Parties agree that Section IV.h. of the MOU is hereby amended to read as follows: "The Project budget will include \$1,310 to compensate HCSWCD for staff time incurred in grant administration;"
- III. **Effective Date**: This Amendment shall be effective as of June 30, 2025.
- IV. **No Other Changes**: Except as specifically amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

**FOR HENDERSON COUNTY SOIL & WATER CONSERVATION DISTRICT**

Andrew C Brannon  
Andrew Brannon, Chairman

7/2/25  
Date

**FOR MILLS RIVER PARTNERSHIP**

Maria Wise  
Maria Wise, Executive Director

7/2/25  
Date