



Town of Mars Hill

MAYOR AND BOARD OF ALDERMEN

John L. Chandler
Mayor
Nicholas A. Honeycutt
Vice-Mayor
Robert W. Zink
Treasurer
Stuart L. Jolley
Clerk
Larry H. Davis
Secretary

MINUTES REGULAR MEETING Mars Hill Town Hall – Conference Room February 3, 2025 at 6:00 p.m.

The Town of Mars Hill Mayor and Board of Aldermen met in regular session on Monday, February 3, 2025, at 6:00 p.m. in the Mars Hill Town Hall.

MEMBERS PRESENT: Mayor John Chandler; Aldermen Larry Davis, Nicholas Honeycutt Stuart Jolley, and Robert W. (Bob) Zink.

STAFF PRESENT: Nathan R. Bennett, Town Manager; Larry Leake, for Town Attorney; Nathan Waldrup, Fire Chief; and Chad Wilson, Police Chief

OTHERS PRESENT: Allison Anolik and Will Washam, McAdams transportation consultants; Dan Mullinix, Principal, Gould Killian CPA Group; members of the Bicycle/Pedestrian Steering Committee: Ryan Bell, Bill Downey, Sebastian Dunn, Brad Guth, Augusta Jenkins-Gladding; Bill Sewell, Susan Sewell, and other members of the general public.

Call to Order

The meeting was called to order by Mayor John Chandler. Mayor Chandler welcomed those in attendance.

Approval of the Agenda

Mayor Chandler asked the Board to review the proposed agenda for approval. Upon review of the agenda, Mayor Chandler called for a motion. **Alderman Bob Zink made a motion to approve the agenda as presented.** Alderman Larry Davis seconded the motion. Upon a call for a vote on the motion by the Mayor, the agenda was unanimously approved. (Attachment A)

Approval of Minutes

Mayor Chandler asked the Board to review the minutes of the regular meeting held on January 6, 2025. There being no modifications to the minutes, **Alderman Stuart Jolley made a motion to approve the minutes of the January 6, 2025, regular meeting as presented by management.** Alderman Nicholas Honeycutt seconded the motion. Upon a call for a vote on the motion by the Mayor, the minutes were unanimously approved.

Old Business

Mayor Chandler then moved to address old business.

Tropical Storm Helene - Update

Mayor Chandler recognized Town Manager Nathan Bennett to provide an update on the Town response to Tropical Storm Helene. Mr. Bennett advised the Board there is no new information to share other than the State

of Emergency is still in effect and Town staff is working with FEMA to prepare the Town's request for public assistance funds related to storm response and recovery efforts. The Board thanked Mr. Bennett for his report.

There was no other old business.

New Business

Mayor Chandler then moved to address new business.

INTERLOCAL AGREEMENT – Madison County – Private Property Disaster Debris Removal

Mayor Chandler recognized Town Manager Nathan Bennett to provide information regarding an interlocal agreement between the Town of Mars Hill and Madison County for the provision of private property disaster debris removal as related to the recovery from Tropical Storm Helene. Mr. Bennett reviewed the proposed interlocal agreement and summarized that since the Town of Mars Hill sustained a minor amount of private property damage, that he recommends the Town ratify and enter into this agreement to allow Madison County to provide cleanup activity for private property debris for Town residents, as they will provide for the unincorporated areas of Madison County. Mr. Bennett explained that Madison County will contract with Southern Disaster Recovery LLC and Debris Tech under the N.C. Division of Emergency Management prepositioned disaster debris removal and monitoring contracts. The Town will be coordinate activity inside the Town by identifying personnel to coordinate with the County and contractors, provide access and authority to county to coordinate debris removal and monitoring services located on private property for individuals residing on city-maintained road, and otherwise cooperate in good faith with the disaster recovery and cleanup process. Upon completion of discussion of the matter, Mayor Chandler called for a motion. **Alderman Jolley made a motion to approve and ratify prior action concerning the “Hurricane Helene/Private Property Disaster Debris Removal Interlocal Agreement,” as presented by management.** Alderman Honeycutt seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was unanimously approved. (Attachment B)

PRESENTATION – Town of Mars Hill Bicycle and Pedestrian Plan

Mayor Chandler recognized Allison Anolik, Project Manager, with the transportation planning consultant McAdams, to provide information regarding the proposed **“Town of Mars Hill Bicycle & Pedestrian Plan.”** Ms. Anolik introduced the assistant project manager, Mr. Will Washam, Senior Bicycle & Pedestrian Planner, who worked with her on the plan. Ms. Anolik advised the McAdams group, contracted by NC Department of Transportation through a mobility grant awarded to the Town, completed the plan over the course of 2024 with the guidance of a town-appointed steering committee. Several members of the steering committee were present and recognized. This plan was completed in coordination and cooperation with NCDOT, French Broad Metropolitan Planning Organization, Madison County, Bailey Mountain Park and Preserve, and other local partners. The plan focused on options and opportunities to improve and expand the bicycle and pedestrian transportation network throughout Town. Ms. Anolik reviewed the complete document with the Board, focusing on proposed improvements to existing sidewalks and street crossings, expansion of corridors for future consideration, and reviewing the fifteen top-ranked projects. The study makes recommendations and provides planning level cost estimates. In addition to infrastructure and amenity improvements, the plan includes recommendations for town policy, regulations, and programs. The Mayor and Board reviewed and commented on the details and options provided in the plan. This plan will provide valuable guidance and information to consider for the future development of bicycle and pedestrian facilities throughout Town in coordination with the NCDOT. Mr. Bennett reminded the Board that the plan was developed in partnership with NCDOT and recommends that the Board consider formally adopting the plan document to guide future Town efforts in this area of transportation programming. Mr. Bennett further advised the Board that the plan was presented to the

Town Parks and Recreation Committee at their meeting last week where that committee voted unanimously to recommend its approval to the Board. Upon completion of discussion, Mayor Chandler called for a motion. **Alderman Davis made a motion to approve the “Town of Mars Hill Bicycle & Pedestrian Plan 2025,” as presented.** Alderman Jolley seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was unanimously approved. The complete Plan is incorporated as a part of these minutes by reference and is available for inspection upon request.

PRESENTATION – Dr. Otis Duck Greenway to Bailey Mountain Preserve Feasibility Study

Mayor Chandler recognized Will Washam, Senior Bicycle & Pedestrian Planner, with the transportation planning consultant McAdams, to provide information regarding the proposed “**Otis Duck Greenway to Bailey Mountain Preserve Feasibility Study 2025.**” This study was completed utilizing grant received from the Mountain Bizworks Building Outdoor Communities program. The feasibility study focused on options and opportunities to expand the greenway from its current terminus at the Mars Hill Elementary School to connect to the Bailey Mountain Park and Preserve/Smith Farm and along Banjo Branch back to the other existing greenway terminus at the MHU tennis courts. Mr. Washam reviewed the complete document with the Board, focusing on the proposed corridors and alternate routes for consideration. The study makes recommendations for preferred routes and provides projected costs for planning and construction. Board members reviewed and commented on the details and options the study provides. This feasibility study will provide valuable information to consider for the future development of the greenway. Mr. Bennett advised the Board that the plan was presented to the Town Parks and Recreation Committee at their meeting last week where that committee voted unanimously to recommend its approval to the Board. Upon completion of discussion, Mayor Chandler called for a motion. **Alderman Jolley made a motion to approve the “Otis Duck Greenway to Bailey Mountain Preserve Feasibility Study 2025,” as presented.** Alderman Zink seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was unanimously approved. The complete Study is incorporated as a part of these minutes by reference and is available for inspection upon request.

PRESENTATION – FY 2024 Audit Report

Mayor Chandler then recognized Daniel Mullinix, Principal, with Gould Killian CPA Group to present the audit report for Fiscal Year 2023-2024 for the Town of Mars Hill. Mr. Mullinix stated that the audit process went very well and complimented the hard work and efforts of Town Manager Nathan Bennett, the finance staff, and the Town’s consultant CPA Bronwyn Burleson. He also thanked the Board for their efforts to maintain efficient government operations and improve the financial position of the Town. Mr. Mullinix stated that the audit received an unmodified (clean) opinion stating there were no negative issues. He noted there were no material weaknesses with internal control and no noncompliance with laws and regulations. He stated that no single audit was required this year as the threshold amount required by the state and federal authorities was not met. Mr. Mullinix provided additional information regarding the increased tax base, tax collection rate by the Town, and noted the increased investment income, and other positive revenue growth. Mr. Mullinix stated that the audit report was timely filed and received by the N.C. Local Government Commission as required by state law. The Board thanked Mr. Mullinix for his presentation. Upon completion of discussion, Mayor Chandler called for a motion to approve the audit. **Alderman Honeycutt made a motion to approve the Audit Report for Fiscal Year 2023-2024 as presented.** Alderman Zink seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was approved unanimously. The complete audit report is incorporated as a part of these minutes by reference and is available for inspection upon request or on the Town website: www.townofmarshill.org.

March Board Meeting Location Change – Rosenwald School

Mayor Chandler addressed the request from the Friends of the Anderson Rosenwald School for the Board to hold their March regular meeting at the Anderson Rosenwald School as it has done the past few years. Mr. Bennett stated that he had contacted the Friends and confirmed the March meeting date at the School. Mr. Bennett advised the Board that a motion is necessary to change the meeting location and confirm the time and date. Following a brief discussion by the Board, Mayor Chandler called for a motion to reschedule the location for the March meeting. **Alderman Zink made a motion to change the meeting location for the March 2025 Mayor and Board of Aldermen regular meeting to the Mars Hill Anderson Rosenwald School located at 225 Mount Olive Road, Mars Hill, to be held March 3, 2025, at 6:00 p.m.** Alderman Honeycutt seconded the motion. Upon a call for a vote by the Mayor, the motion was approved unanimously.

Department Reports – Fire Department – 2024 Annual Report

Mayor Chandler then recognized Fire Chief Nathan Waldrup to present the 2024 Annual Report for the Mars Hill Fire Department. Chief Waldrup provided the Board with printed copies of the annual report. Chief Waldrup stated that the department responded to 1540 calls for service in 2024, a slight increase over 2023 which was attributable to response calls related to Tropical Storm Helene. He stated that the department responded to 103 calls in September, the busiest month on record. Chief Waldrup reviewed call data, including call types and time of occurrence. He stated that 67% of calls were medical/EMS calls, including traffic accidents, and 33% were for fire service. Chief Waldrup advised the Board that they have had a staff change with the resignation of a firefighter who left to pursue a law enforcement career. That position was filled by a current part-time firefighter who was transferred to full-time status. Chief Waldrup updated the Board on the status of the new brush truck. He advised that the truck has been striped, and the bed installed. The truck has been taken to the upfitter who will install the skid and other necessary apparatus, together with installation of emergency lighting. Mayor Chandler thanked Chief Waldrup for the report and for all the fire department does and the great job they do. Alderman Zink and other Board members also expressed his appreciation to Chief Waldrup and the great work done by the fire department for our community.

Town Manager Report – Nathan Bennett, Town Manager

General Update

Mayor Chandler then recognized Mr. Bennett to provide the Town Manager Report. Mr. Bennett provided the Board with a summary of activities and ongoing capital projects and other items of interest to the Board.

Public Comment

Mayor Chandler then moved to public comment. There were no public comments.

Closed Session (Pursuant to N.C.G.S. 143-318.11(a)(3) & (4))

Mayor Chandler advised the Board that there is an item concerning a confidential economic development project that requires a closed session. **Mayor Chandler Zink made a motion to enter closed session for the purpose of discussion of a confidential economic development project and consultation with legal counsel pursuant to N.C.G.S. 143-318.11(a)(3) & (4).** Alderman Zink seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was approved unanimously.

CLOSED SESSION

Upon completion of discussion of the personnel matter subject to the closed session, Mayor Chandler called for a motion to return to open session. **Alderman Jolley made a motion that the Board end the closed session and**

return to open session. Alderman Zink seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was approved unanimously.

Open Session


9 & 15 South Main Redevelopment Project

Upon return to open session, Mayor Chandler asked for a motion concerning the prior discussion. **Alderman Jolley made a motion that due to the interruption which occurred in our community due to Tropical Storm Helene on or about September 27, 2024, that it is in the best interest of the Town of Mars Hill community to reopen the process for recruiting our business partner for the redevelopment of the 9 & 15 South Main Street property, and to set the deadline for applicant response submissions to the Request for Proposals for March 21, 2025, at 5:00 p.m.** Alderman Davis seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was approved unanimously.

Adjourn


There being no further business before the Board, Mayor Chandler called for a motion to adjourn. **Alderman Zink made a motion to adjourn.** Alderman Jolley seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion to adjourn was unanimously approved.

Approved and authenticated this the 3rd day of February, 2025.



John L. Chandler, Mayor

ATTEST:



Nathan R. Bennett, Town Manager





ATTACHMENT A

Town of Mars Hill

MAYOR AND BOARD OF ALDERMEN

John L. Chandler
Mayor
Nicholas A. Honeycutt
Vice-Mayor
Robert W. Zink
Treasurer
Stuart L. Jolley
Clerk
Larry H. Davis
Secretary

AGENDA
REGULAR MEETING
Mars Hill Town Hall Conference Room
February 3, 2025 at 6:00 p.m.

1. Call to Order – Mayor John L. Chandler
2. Approval of Agenda
3. Approval of Minutes: January 6, 2025, Regular Meeting
4. Old Business
 - a. **TROPICAL STORM HELENE - UPDATE**
5. New Business
 - a. **INTERLOCAL AGREEMENT** – Madison County – Private Property Disaster Debris Removal
 - b. **PRESENTATION** – McAdams – Allison Anolik and Will Washam
 - i. Town of Mars Hill Bicycle and Pedestrian Plan
 - ii. Otis Duck Greenway to Bailey Mountain Preserve Feasibility Study
 - c. **PRESENTATION** – FY 2024 Audit – Dan Mullinix, Gould Killian CPA Group
 - d. March Board Meeting Location Change – Rosenwald School
6. Department Reports
 - a. Fire Department – Annual Report – Nathan Waldrup, Fire Chief
7. Town Manager Report – Nathan Bennett, Town Manager
 - a. General Update
8. Public Comment

[Policy: Each speaker shall be limited to a maximum of three (3) minutes. The public comment period is not intended to require the Board of Aldermen or staff to answer any impromptu questions. The Board will not take action on an item presented during the public comment period. The Board may refer inquiries made during the public comment period to the Town Manager to address as appropriate. If necessary, the item may be placed on the agenda of a future meeting.]
9. Closed Session (*Pursuant to N.C.G.S. 143-318.11(a)(3) & (4)*)
10. Adjourn

Mars Hill Town Hall
280 North Main Street • P.O. Box 368
Mars Hill, North Carolina 28754
Phone: (828) 689-2301 • Fax: (828) 689-3333

ATTACHMENT B

Hurricane Helene/Private Property Disaster Debris Removal Interlocal Agreement

This Agreement, made and entered into this the 22 day of January 2025, by and between Madison County ("County"), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and Town of Hot Springs and the Town of Mars Hill (each being "Municipality and, collectively, "Municipalities"), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina.

RECITALS

It is hereby determined and declared by the parties that:

- A. The President of the United States and the Governor of the State of North Carolina have declared Madison County a natural disaster area due to the weather event of Hurricane Helene that arrived in Madison County on September 27, 2024, making Madison County and the municipalities within Madison County eligible for Federal and/or state disaster relief, including funds for the cleanup of debris.
- B. Disaster debris cleanup is a critical component of disaster recovery process.
- C. Debris cleanup on a county-wide basis requires a coordinated effort between the Municipalities, the County, State and federal agencies, and private contractors in order to ensure resources are applied where the need is most critical and to ensure the public health, safety, and welfare is protected.
- D. The disaster debris cleanup effort will require prioritizing areas for immediate cleanup.
- E. During this natural disaster, decisions regarding debris cleanup are best coordinated and implemented by the County.
- F. In order to achieve the orderly and efficient cleanup of debris, it is appropriate that the County coordinate the County wide disaster debris collection effort through the County's contractors, and private property debris cleanup efforts within the Municipalities be conducted under the County's contracts for disaster cleanup.
- G. The County is negotiating contracts that include the cleanup activity for private property debris for residents within each of the Municipalities as well as unincorporated areas of Madison County, and intends to enter into contracts with debris management companies ("Contractors") for debris cleanup and hauling services and debris monitoring services following this natural disaster ("Contracts"), and each of the Municipalities executing this Agreement desire the County to utilize the Contracts through this Agreement for debris cleanup within each of their respective jurisdictions and authorize debris removal from individuals

residing within the town limits. Contracts will be secured with Southern Disaster Recovery LLC for debris removal and hauling services and Debris Tech for debris monitoring services under NCEM prepositioned disaster debris removal and monitoring contracts for Region 13 19-IFB-015120-DAD debris hauling and 19-IFB-015121-DAD debris monitoring. Items to be contracted include: trees/limbs/stumps (stumps contingent upon State permitting approval), vegetative debris, and construction and demolition material from private property for private property debris removal only.

H. The County and Municipalities are authorized to enter into this Agreement pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, and desire to do so for the reasons stated above.

NOW THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

1. County, upon entering into and activation of the Contracts, shall coordinate the collection of disaster related debris cleanup and monitoring pursuant of the terms and conditions of the Contracts.
2. Such cleanup shall include cleanup with each of the undersigned Municipalities pursuant to the terms and conditions of the Contracts.
3. Pursuant to this Agreement, each of the undersigned Municipalities shall:
 - a. Identify personnel to coordinate with County and the Contractors private property debris removal activity within each Municipality's jurisdiction.
 - b. Provide County access and the authority to coordinate debris removal and monitoring services located on private property for individuals residing within their respective city-maintained roads.
 - c. Cooperate in good faith with County, all the Municipalities and Contractors in the disaster recovery and cleanup process.
4. Pursuant to the Agreement, the County shall:
 - a. Coordinate debris cleanup, including prioritization of cleanup activities for private property debris removal following a natural disaster, pursuant to the terms and conditions of the contract.

b. Respond in a good faith effort to specific requests for assistance from each resident located with each Municipality.

c. Maintain the Contracts in good standing unless cancelled pursuant to the terms and conditions of the Contracts, and, in the event that the Contracts are terminated or modified, immediately notify the Municipalities of such termination or modification.

5. All terms and conditions of the Contracts entered into between the County and the Contractors shall apply equally to cleanup work performed by the Contractors within each Municipality's jurisdiction.

6. This Agreement shall be in effect for the same term as the Contracts, and shall renew under the same terms and conditions as the Contracts.

7. The County and each Municipality may terminate this Agreement with respect to such Municipality in whole or in part in writing provided that no termination may be effected until the other parties hereto are given at least thirty (30) days prior written notice of intent to terminate.

8. This Agreement may be modified only by the prior written approval of all the parties hereto.

9. Any notice, acceptance, request, or approval from any party to the other parties shall be in writing and shall be deemed to have been received when either has deposited same in the United States Postal Service or personally delivered with signed proof of delivery.

10. Each party agrees to indemnify and hold harmless the other party for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from this Agreement and any work performed pursuant to the Contracts. All indemnifications and immunities from liability incorporated within the Contracts shall apply to this Agreement and are hereby incorporated by reference.

11. If any provisions of this Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provisions.

12. This instrument contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.

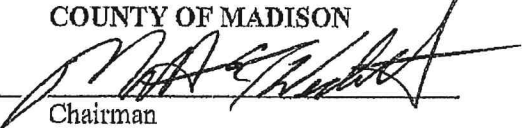
13. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

TOWN OF HOT SPRINGS

COUNTY OF MADISON

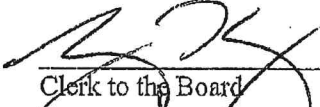
Mayor


Chairman

ATTEST:

ATTEST:

Clerk to the Council


Clerk to the Board

Date: _____


Date: January 28, 2025

TOWN OF MARS HILL


Mayor

ATTEST:

Date: 1-22-2025


Clerk to the Council

