

The Madison County Board of Commissioners met in special session on Tuesday, February 22, 2022 at 3:30 p.m. at the Madison County Public Library Marshall Branch, 1335 N. Main Street, Marshall, North Carolina.

In attendance were Chairman Mark Snelson, Vice-Chairman Craig Goforth, Commissioner and Interim County Manager Norris Gentry, Commissioner Matt Wechtel, Commissioner Michael Garrison, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 3:30 p.m. by Chairman Snelson.

### **Item 1: Emergency Management Communication Towers and Equipment**

Emergency Services Director Caleb Dispenza discussed the recommendation from the Emergency Management Department as well as fire chiefs in the County for the proposal to contract with Mission Critical Partners for further consultation for Emergency Communication Towers and Equipment.

Mr. Dispenza noted that this would be Phase II of the process and would include consultation and engineering services regarding the selection of equipment and devices to be considered for implementation including the development of a Request for Proposal to send to equipment vendors, evaluation of response from the vendors, negotiation with vendors, and selection of vendor of which to purchase the equipment from with a consultation and engineering cost from Mission Critical Partners in the amount of \$75,000. He also noted that if Phase II were to be approved, a request for Phase III for installation of the equipment at an estimated cost of \$350,000 would be to follow.

Mission Critical Partners representatives Frank Thomason and Cody Cooper discussed the project with the Board and they along with Mr. Dispenza answered questions from Board members.

Counsel was provided by County Attorney Donny Laws who noted that since the proposal includes technical and engineering services for Phase II and not only consultation, due to the dollar amount of the proposal, the County would need to issue a formal Request for Proposal for this phase before approving a contract.

Upon motion by Commissioner Garrison and second by Commissioner Gentry, the Board voted unanimously to authorize Caleb Dispenza and the radio committee to pursue the development of an RFQ for a radio communications system for Phase II.

### **Item 2: American Rescue Plan Act Funds Management**

American Rescue Plan Act Grant Manager Ross Young discussed information regarding management of the ARPA funds as well as answered questions from the Board. Information discussed included recent changes to ARPA guidelines for spending and reporting, expense reimbursement, premium pay, policies that would be required to be considered for compliance of guidelines, and inquiry of funds that have already been set aside for use.

Discussion was had by the Board, Mr. Young, and Finance Officer Kary Ledford regarding the upcoming budget process and budgeting for the funds with counsel being provided by Attorney Laws and the Board noting that further information would be discussed at the next meeting to be held on March 8, 2022 at 5:30 p.m.

### **Item 3: Courthouse Renovation Planning**

#### **a. State Capital and Infrastructure Fund Contract Review**

Commissioner Gentry discussed the State Capital and Infrastructure Contract that has already been executed for funding as allocated by the State Budget in the amount of \$3,800,000.00 for renovations to the Courthouse.

#### **b. Courthouse Committee**

Commissioner Gentry discussed the Courthouse Committee, noting that it would be a subcommittee of the Board of Commissioners that would make recommendations to the Board of Commissioners regarding moving forward with renovations as allowed by the State Capital and Infrastructure Fund allocation for the renovations.

Discussion was had by the Board regarding possible board composition, to be made up of nine members.

Upon motion by Commissioner Garrison and second by Chairman Snelson, the Board voted unanimously to appoint the Clerk of Court and 2 designees as offered by the office.

Discussion was had by the Board regarding the appointment of the Madison County District Attorney or their designee as noted in writing with counsel being provided by Attorney Laws and further discussion being had regarding the appointment of a presiding Judge in the County.

Upon motion by Chairman Snelson and second by Vice-Chairman Goforth, the Board voted 4-1 in favor of appointing Judge Larry Leake with Chairman Snelson, Vice-Chairman Goforth, Commissioner Gentry, and Commissioner Garrison voting in favor with Commissioner Wechtel voting opposed.

Discussion was had by the Board regarding the appointment of the Sheriff or Sheriff's designee as noted in writing and an additional community member.

Upon motion by Vice-Chairman Goforth and second by Commissioner Gentry, the Board voted unanimously to appoint Jim Baker as the community member.

Clarification regarding the appointment of the District Attorney and the Sheriff was discussed and counsel was provided by County Attorney Laws.

Upon motion by Commissioner Wechtel and second by Vice-Chairman Goforth, the Board voted unanimously to appoint the elected DA or designee and the elected Sheriff or his designee as noted in writing.

Upon motion by Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to appoint Michael Garrison and Norris Gentry.

Further discussion was had by the Board.

#### **Item 4: Solid Waste Department**

##### **a. Equipment**

Commissioner Gentry discussed the scale at the Landfill, noting that it is in need of replacement and presented three bids, with two of the bids being obtained from the same company to replace the scale. Discussion was had by the Board, Mr. Lunsford, and Finance Officer Kary Ledford regarding the bidding process with counsel being provided by County Attorney Laws who noted that another bid from a different company should be obtained before moving forward with the process.

##### **b. Collection of Waste**

Discussion was had by the Board and Mr. Lunsford regarding the increased volume in waste collected and the work of staff at the Landfill. Information discussed included the cost of tire disposal, collection of waste oil, possible subsidy program, and disposal fees.

#### **Item 5: Madison County Personnel Policy**

Human Resources Director Brooke Ledford discussed proposed updates to the County Personnel Policy as well as answered questions from Board members. Information discussed included pay grades, hiring policy, and that the policy will be brought back to the Board at future meetings to discuss various sections as well as for clarification and

consideration of approval. Counsel was provided by County Attorney Laws regarding notification given to employees so that they are aware of the policy once it is approved.

**Item 6: Ancillary Governmental Participation Investment Program**

Commissioner Gentry discussed the Ancillary Governmental Investment Program established by the NC Department of State Treasurer that helps to ensure that investments benefit from low cost professional management to help improve rates on return of funds. Discussion was had by the Board.

**Item 7: Beech Glen Community Center Partners for Fish and Wildlife Program Agreement**

Commissioner Gentry presented the Partners for Fish and Wildlife Program Agreement to the Board for work to be done along the creek at the Beech Glen Community Center noting the program is in conjunction with Mountain Valleys Research Conservation and Development.

Upon motion by Commissioner Wechtel and second by Chairman Snelson, the Board voted unanimously to authorize them to proceed. (Attachment 7.1)

**Item 8: Madison County vs. Tai-Fried 19-CvD-51, Item 9: Attorney-Client Privilege, Item 10: Personnel**

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to enter into closed session for attorney-client privilege, personnel, and Madison County vs. Tai-Fried 19-CVD-51 at 5:20 p.m.

Upon motion by Vice-Chairman Goforth and second by Chairman Snelson, the Board voted unanimously to return to open session at 7:06 p.m.

Human Resources Director Brooked Ledford requested on behalf of the Library, the hire of Keaton Griffin as a Library Substitute Circulation Assistant. Upon motion by Chairman Snelson and second by Vice-Chairman Goforth, the Board voted unanimously to approve.

**Item 9: Adjournment**

Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to adjourn at 7:07 p.m.

This the 22nd day of February 2022.

MADISON COUNTY

  
Mark Snelson, Chairman  
Board of Commissioners

ATTEST:

  
Mandy Bradley, Clerk

Landowner Agreement No: FY20AC10914-00-  
Madison County, NC-Beech Glen Community  
Center

## **PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT**

This Landowner Agreement (Agreement), dated February 1, 2022, between the Madison County, NC (landowner), Mountain Valley RC&D (Cooperator), and the US Fish and Wildlife Service (Service), are entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended. This project was selected for funding because the Landowner(s) share(s) a common objective with the USFWS to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

Madison County, NC, hereby agrees to participate with the Service and the Cooperator in conducting certain wildlife management practices on lands owned or managed in Madison County, State of North Carolina, described as follows: all of, or within the Beech Glen Community Center, located at 2936 Beech Glen Rd, Mars Hill, NC 28754, adjacent to Little Ivy Creek, within Madison County, NC.

In signing this Agreement, the Landowner(s) join(s) as a participant in a wildlife habitat improvement program and grants to the Cooperator(s) and the USFWS authority to complete the habitat improvement project or the Landowner(s) may personally carry out management activities with financial or material support as described in attached Exhibit A. Any donation of supplies, equipment, or direct payment from the Cooperator(s) to the Landowner for carrying out the habitat improvements is included in Exhibit A. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowner(s) or Cooperator(s), or other parties, as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will start after the project is completed on approximately August 1, 2024 in two years. The 10-year habitat retention period to maintain the riparian buffer in the restored state will be August 1, 2024 until August 1, 2034 (10 years). This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party(ies). However, if the Landowner(s) terminate(s) the Agreement before its expiration, or if the Landowner(s) should materially default on these commitments, then the Landowner(s) agree(s) to reimburse the Cooperator prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement, and the Cooperator will work with the USFWS to determine how those funds will be used. For these purposes, the total cost of the habitat improvements to the United States is agreed to be up to \$ 13,000.00.

**Landowner:**

The Landowner(s) or his/her land manager, with legal authority over land management decisions, guarantee(s) ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowner(s) will notify the Cooperator(s) of planned or pending changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowner(s) agree(s) to allow access (with advance notice) to the USFWS and the other cooperating partner (s) to implement the project described in Exhibit A, and to monitor project success.

The Landowner(s) retain(s) all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

The 10 year habitat retention period starts August 1, 2024 to August 1, 2034. At the end of the habitat retention period, the habitat improvement project will become the sole responsibility of the Landowner(s). There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowner(s) will be responsible for securing any necessary permits. Technical advice and support will be provided by participating agencies as needed. The Landowner(s) and Cooperator(s) agree(s) to identify USFWS' contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

The Landowner(s) will not be responsible for replacing wildlife habitat developments that are damaged or destroyed by severe acts of nature.

**USFWS:**

The USFWS will work with the Landowner(s) and Cooperator(s) signing this Agreement, throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The USFWS, its agents, or assignees will provide advanced notice prior to accessing the Landowner(s) property to implement the project described in the work plan, and to monitor project success.

The USFWS assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage. The USFWS does not assume jurisdiction over the premises by this Agreement.

**Spatial Information Sharing:** In accordance with the Privacy Act of 1974, permission must be obtained from the Landowner before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore, Landowner consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habitat.

I, the Landowner, consent to having spatial information about this project shared with other conservation cooperators

I, the Landowner, do NOT wish to have any spatial information about this project shared with other conservation cooperators

**Signatures:**

  
Representative, Madison County, NC (Landowner)

  
Date

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Mariah Hughes, Program Manager, Mountain Valley RC&D, Cooperator

Date

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Laura Fogo, USFWS Partners for Fish and Wildlife Program Biologist

Date

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Janet Mizzi, USFWS, Asheville ES Field Office Supervisor

Date

## EXHIBIT A

The habitat improvements described below are agreed to by the landowners, the Service, and Cooperator in a Landowner Agreement dated February 1, 2022.

**Description of Habitat Improvement Project and Objectives:** (Attach maps and drawings, as applicable)

The goal of this project is to restore and enhance an approximately 1,320 feet of the floodplain along the Ivy River, next to Beech Glen Community Center, with native riparian trees and shrubs. Riparian buffer enhancement efforts will include invasive species control for 2 years in the entire floodplain (see map) and native species plantings in the areas ranging from 25 feet beyond the water, then up to 50 to 100 feet before it becomes upland habitat (see map). This will benefit aquatic, terrestrial, and pollinator habitat, on public property owned by Madison County. This dedicated outdoor green space provides recreational and educational opportunities open to the public.

Long-term benefits include improved water quality, shading the stream to lower water temperatures, improve dissolved oxygen, and to provide higher quality habitat for native aquatic and riparian species.

Aquatic freshwater mussels, non-game and game fish species known to occur in the Ivy River will benefit from the stabilization of the stream banks from the improved water quality.

Terrestrial species include the federally listed endangered Gray bat, and threatened Northern long-eared bat within forested and riparian landscapes. The Little brown bat and Tri-colored bat, both at-risk species, will also benefit from hardwood riparian buffer. Migratory songbirds utilize riparian buffers as corridors during migration, and also during the summer months providing breeding, nesting, and rearing habitat before they head south for the winter.

### **Objectives and Estimated Timeline**

**Ongoing for the next 2 years:** Invasive treatment in the entire floodplain.

**Winter 2022:** +/- 1,320 feet of the river right side of Little Ivy River is to be enhanced with native riparian trees and shrubs in the floodplain area. The area extends from the DOT bridge down to the upstream edge of the playground and from the existing orange fiberglass buffer boundary markers to the edge of the floodplain as shown on the map. The future planted buffer provided by this project ranges between 25 feet from the waterline to approximately 100 feet within the wider sections.

See map for quantities and spacing.

The species below are appropriate, and available, for a NC Montane Alluvial Forest (Small River Subtype) natural community, as this site would be classified. The plants will each be mulched with 2 cu. ft. of mulch (1 bag), marked with a 3' hardwood stake the end of which will be painted and watered well at planting.

<b>Species</b>	<b>Common Name</b>
Acer rubrum	Red maple
Alnus serrulata	Smooth alder
Betula nigra	River Birch
Calycanthus floridus	Carolina allspice
Carpinus caroliniana	American Hornbeam
Carya cordiformis	Bitternut hickory
Cephalanthus occidentalis	Button bush
Cornus amomum	Silky Dogwood
Corylus americana	American hazelnut
Fagus grandifolia	American Beech
Lindera benzoin	Northern Spicebush
Liriodendron tulipifera	Yellow poplar
Nyssa sylvatica	Black gum
Physocarpus opulifolius	ninebark
Platanus occidentalis	Sycamore
Prunus serotina	Black Cherry
Quercus imbricaria	Shingle Oak
Quercus pagoda	Cherrybark Oak
Quercus rubra	Northern Red Oak
Salix sericea	Silky Willow
Sambucus canadensis	Elderberry
Viburnum dentatum	Arrowwood

**USFWS will:**

The US Fish and Wildlife Service will be actively involved in each stage of the work with this project along with MVRCD, the landowners.

- The Service will provide technical assistance for this project and provide Partners for Fish and Wildlife cost share funds for labor and materials to implement the plan.
- Will work closely MVRCD and the landowners to ensure the work is accomplished on the ground within the time frame.
- Provide a Partner for Fish and Wildlife Sign after the restoration is completed.

**Madison County, NC (Landowners) will:**

The Landowner's contributions to this project will consist of the following activities within the portion of Beech Glen Community Center:



- Allow the native riparian buffer habitat to grow, and do not mow or cut native vegetation within this zone ranging between the designated 25 feet to 100 feet x 1,320 linear feet (See attached planting design).
- Assist with monitoring the planting project yearly, and report any potential issues to MVRCD. This can be done by the Friends of the Greater Ivy Community Center.
- Maintain the property boundary; assisting with the habitat enhancement workdays when needed.
- Keep the area within the restored planted state for a minimum of 10 years.
- Allow access of conservation partners to conduct habitat enhancement and restoration.
- Voluntarily post the Partners for Fish and Wildlife partnership sign, and mention USFWS as a contributor in any outreach materials or events concerning the restoration project.

**Cooperator (MVRCD) will:**

- Conduct fiscal project management of the primary cooperative agreement with USFWS, monitoring, and yearly reporting.
- Assist the landowner with duties outlined in the landowner agreement.
- Recruitment and management of third-party labor/contracts if needed.
- Monitor and coordinate scope of work activities of contractors, and manage associated collaborative efforts.

**Budget Table:**

Object Class Categories <sup>a</sup>	Partners				Totals
	Landowner	USFWS PFW	MVRCD	CWMTF	
2 year herbicide contract		\$5000			\$5000
Planting		Up to \$5000		Up to \$8000	Up to \$13,000
<b>Totals</b>		Up to \$10,000		Up to \$8000	Up to \$18,000

<sup>a</sup>The total cost-share by the Cooperator, Service and Landowner must remain the same, however allocations by categories may be redistributed upon prior approval by the Service. Any work to be completed may be modified with the mutual agreement of the aforementioned parties.