State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, April 14, 2026, at 7:00 p.m. at the Madison County Courthouse Temporary Facility located at 232 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Michael Garrison, Vice-Chairman Jeremy Hensley, Commissioner Matt Wechtel, Commissioner Bill Briggs, Commissioner Alan Wyatt, County Manager Rod Honeycutt, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order by Chairman Garrison at 7:02 p.m. and the Pledge of Allegiance and moment of silence were observed.

Agenda Item 1: Agenda Approval

County Manager Rod Honeycutt requested consideration of inclusion of the following:

- 7d-County School Board Resolution
- 7e-Letter in Support of Advent Hospital
- 7f-Authorization for the County Manager to Sign an Incentive Package to Department of Commerce on Support of ABS

Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously that the agenda be approved as amended. (Attachment 1.1)

Agenda Item 2: Consent Agenda

a. Tax Refunds, Releases, and Foreclosure Report (Attachment 2.1)
b. Asheville Regional Housing Consortium Resolution and Joint Cooperation Agreement (Attachment 2.2)
c. Ratification of North Carolina Department of Information Technology Broadband Agreement Amendment 1-2000072582 (Attachment 2.3)
d. North Carolina Department of Information Technology Broadband Agreement Amendment 2-2000066848 (Attachment 2.4)
e. Communications Tower Co-Location Letter of Intent (Attachment 2.5)
f. Madison County Transportation Authority Equal Employment Opportunity Policy (Attachment 2.6)
g. Madison County Public School System Repair and Renovation Fund Request (Attachment 2.7)
h. Public Safety Board By-Laws Amendment (Attachment 2.8)
i. Communications Tower Demolition Bond Letter of Intent (Attachment 2.9)
j. Approval of March 10, 2026 (Regular) Meeting Minutes; March 24, 2026 (Special) Meeting Minutes

Chairman Garrison read items contained in the consent agenda into the record.

Upon motion by Commissioner Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously that we approve the consent agenda as it has been presented.

Agenda Item 3: Public Comment

Jimmy Rogers spoke regarding assistance with funding and needs of the County.
Mary Gibson spoke regarding Flock surveillance.
Taylor Broussard spoke regarding Flock surveillance.

Upon motion by Commissioner Wechtel and second by Commissioner Wyatt, the Board voted unanimously that public comment be closed.

Agenda Item 4: Alan Wyatt, Commissioner

a. Proclamation Recognizing Public Safety Telecommunicator Week

Commissioner Wyatt discussed and read the proclamation recognizing public safety telecommunicator week into record with photo opportunity for telecommunicators with the Board and discussion being had. (Attachment 4.1)

b. Proclamation Recognizing Firefighter Appreciation Week

Commissioner Wyatt discussed and read the proclamation recognizing firefighter appreciation week into record with photo opportunity for firefighters with the Board and discussion being had. (Attachment 4.2)

Upon motion by Commissioner Wyatt and second by Commissioner Wechtel, the Board voted unanimously for the resolution for proclamation recognizing public safety telecommunication week.

Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously for the proclamation recognizing firefighter appreciation week.

Agenda Item 5: Patrick Ward, Emergency Management Coordinator

Mr. Ward provided a public safety update to the Board. Information discussed included emergency response calls, future tabletop exercise by the LEPC Board, equipment, and grant funding.

Information regarding automated external defibrillator integration was provided by County Manager Honeycutt. Additional information was provided by Mr. Ward regarding automated external defibrillators, and the Madison-Buncombe Regional Mitigation Plan, with discussion being had by the Board.

Agenda Item 6: Kary Ledford, Finance Officer

a. Budget Amendment #9

Ms. Ledford presented and discussed Budget Amendment #9 and answered questions from the Board.

Upon motion by Vice-Chairman Hensley and second by Commissioner Wechtel, the Board voted unanimously to accept the budget amendment as presented. (Attachment 6.1)

b. Financial Report

Ms. Ledford presented and discussed the March financial report and answered questions from the Board.

Agenda Item 7: Rod Honeycutt, County Manager

a. County Manager's Update

County Manager Rod Honeycut discussed the public service complex project with the Board. TJ Hollars and Stephen Boyd with Vannoy Construction discussed the project and provided a power point presentation and answered questions from the Board with additional discussion being had.

County Manager Honeycutt provided a power point presentation regarding additional components contained in the County Manager's update and answered questions from members of the Board with discussion being had and counsel being provided by County Attorney Laws regarding the Highway 213 water project change order.

Information included in the update included the FY2026-2027 budget timeline, Marshall Post Office, FEMA Public Assistance projects, emergency management radio project, Highway 213 water and sewer projects and change order request, Hot Springs water project, covered arena project at the County's fairgrounds facility, and solid waste transfer station floor refurbishment.

b. County Owned Surplus Property

County Manager Honeycutt provided information regarding a bid for parcel identification number 8778-61-9041 which previously completed the required advertisement period for consideration of final approval of the bid.

Upon motion by Commissioner Wechtel and second by Commissioner Wyatt, the Board voted unanimously to accept the bid and move forward.

c. County Board Appointments

Discussion was had regarding the Housing Authority Board. Upon motion by Chairman Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to table that one until next month.

Discussion was had regarding the Mountain Area Workforce Development Board and recommendation by Land of Sky for appointment of Will Brank. Upon motion by Commissioner Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously in favor.

Discussion was had regarding the Tourism Development Board and recommendation by the Chamber of Commerce for appointment of Pam Clark. Upon motion by Commissioner Wyatt and second by Vice-Chairman Hensley, with discussion being had, the Board voted unanimously in favor.

Discussion was had regarding the Tourism Development Board and recommendation by the Chamber of Commerce for appointment of Genia Peterson. Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously in favor.

Discussion was had regarding the Transportation Authority Advisory Board. Upon motion by Commissioner Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously to table it.

Discussion was had regarding the Vaya County Commissioner Advisory Board with no action being taken on behalf of the Board.

d. County School Board Resolution

County Manager Honeycutt presented and discussed the Resolution of the Board of Commissioners to Opt Out of Board of Education Property, with counsel being provided by County Attorney Laws and discussion being had.

Upon motion by Commissioner Wyatt and second by Commissioner Wechtel, the Board voted unanimously in favor. (Attachment 7.4)

e. Letter in Support of Advent Hospital

County Manager Honeycutt presented the Advent Hospital letter of Support to the Board and discussion was had.

Chairman Garrison requested a motion authorizing him to sign the letter of support for Advent Health in their application for ninety-two (92) beds at the Weaverville facility with motion being provided by Commissioner Wechtel and second by Commissioner Wyatt, and the Board voting unanimously in favor. (Attachment 7.5)

f. Authorization for the County Manager to Sign an Incentive Package to Department of Commerce on Support of ABS

County Manager Honeycutt provided information regarding the economic development incentive agreement with the North Carolina Department of Commerce for Advanced Biogas, previous incentive package approval, and requested permission that he be allowed to sign as the authorized local government representative on behalf of the County. Discussion was had with counsel being provided by County Attorney Laws.

Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously in favor.

Additional discussion was had.

Agenda Item 7: Adjournment

Upon motion by Commissioner Briggs and second by Vice-Chairman Hensley, the Board voted unanimously to adjourn at 8:21 p.m.

This the 14th day of April 2026.

MADISON COUNTY

Michael Garrison, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk

Madison County Board of Commissioners
Agenda
April 14, 2026

Attachment 1.1

7:00 P.M. Meeting Called To Order
Pledge of Allegiance
Moment of Silence

1. Agenda Approval

2. Consent Agenda
   a. Tax Refunds, Releases, and Foreclosure Report
   b. Asheville Regional Housing Consortium Resolution and Joint Cooperation Agreement
   c. Ratification of North Carolina Department of Information Technology Broadband Agreement Amendment 1-2000072582
   d. North Carolina Department of Information Technology Broadband Agreement Amendment 2-2000066848
   e. Communications Tower Co-Location Letter of Intent
   f. Madison County Transportation Authority Equal Employment Opportunity Policy
   g. Madison County Public School System Repair and Renovation Fund Request
   h. Public Safety Board By-Laws Amendment
   i. Communications Tower Demolition Bond Letter of Intent
   j. Approval of March 10, 2026 (Regular) Meeting Minutes; March 24, 2026 (Special) Meeting Minutes

3. Public Comment

4. Alan Wyatt, Commissioner
   a. Proclamation Recognizing Public Safety Telecommunicator Week
   b. Proclamation Recognizing Firefighter Appreciation Week

5. Patrick Ward, Emergency Management Coordinator
   Public Safety Update

6. Kary Ledford, Finance Officer
   a. Budget Amendment #9
   b. Financial Report

7. Rod Honeycutt, County Manager
   a. County Manager's Update
   b. County Owned Surplus Property
   c. County Board Appointments
   d. County School Board Resolution
   e. Letter in Support of Advent Hospital
   f. Authorization for the County Manager to Sign an Incentive Package to Department of Commerce on Support of ABS

8. Adjournment

Attachment 2.1

Date run: 4/7/2026 2:52:11 PM

TR-304 Bill Release Report

NCPTS V4

Data as of: 4/6/2026 7:07:37 PM

Report Parameters:

Release Date Start: **3/1/2026**

Release Date End: **4/1/2026**

Tax District: **ALL**

Default Sort-By: **Bill #,Taxpayer Name,Release Date,Billing Date,Operator ID, Release Amount**

Grouping: **No Grouping**

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount($)	Release Amount($)	Bill Amount after
0000001114-2024-2024-0000-00-REG	ZENINA FARMS INC	11/1/2024	Landfill error	JESSICA WEST	3/6/2026	2,298.34	1,620.00	678.34
0000001117-2024-2024-0000-00-REG	ZENINA FARMS INC	11/1/2024	Landfill error	JESSICA WEST	3/6/2026	2,353.49	180.00	2,173.49
0000010062-2021-2021-0000-00-REG	ROGERS, TONY LOT #41; 32 VEE DRIVE	9/15/2021	Sold/Traded	JESSICA WEST	3/31/2026	27.50	27.50	0.00
0000010062-2022-2022-0000-00-REG	ROGERS, TONY LOT #41; 32 VEE DRIVE	8/21/2022	Sold/Traded	JESSICA WEST	3/31/2026	27.50	27.50	0.00
0000010062-2023-2023-0000-00-REG	ROGERS, TONY LOT #41; 32 VEE DRIVE	9/28/2023	Sold/Traded	JESSICA WEST	3/31/2026	27.50	27.50	0.00
0000010062-2024-2024-0000-00-REG	ROGERS, TONY LOT #41; 32 VEE DRIVE	11/1/2024	Sold/Traded	JESSICA WEST	3/31/2026	19.80	19.80	0.00
0000010062-2025-2025-0000-00-REG	ROGERS, TONY LOT #41; 32 VEE DRIVE	8/22/2025	Sold/Traded	JESSICA WEST	3/31/2026	19.80	19.80	0.00
0000015060-2020-2020-0000-00-REG	ROBERTS, GAIL	9/21/2020	MH as real	JESSICA WEST	3/20/2026	64.90	64.90	0.00
0000015060-2021-2021-0000-00-REG	ROBERTS, GAIL	9/15/2021	MH as real	JESSICA WEST	3/20/2026	64.90	64.90	0.00
0000015060-2023-2023-0000-00-REG	ROBERTS, GAIL	9/28/2023	MH as real	JESSICA WEST	3/20/2026	64.90	64.90	0.00
0000015060-2024-2024-0000-00-REG	ROBERTS, GAIL	11/1/2024	MH as real	JESSICA WEST	3/20/2026	49.50	49.50	0.00
0000015060-2025-2025-0000-00-REG	ROBERTS, GAIL	8/22/2025	MH as real	JESSICA WEST	3/20/2026	49.50	49.50	0.00
0000015193-2018-2018-0000-00-REG	YOUNG, LARRY	8/15/2018	Not in County	JESSICA WEST	3/31/2026	53.42	53.42	0.00
0000015193-2019-2019-0000-00-REG	YOUNG, LARRY	8/28/2019	Not in County	JESSICA WEST	3/31/2026	52.10	52.10	0.00
0000015193-2020-2020-0000-00-REG	YOUNG, LARRY	9/21/2020	Not in County	JESSICA WEST	3/31/2026	44.73	44.73	0.00
0000015193-2021-2021-0000-00-REG	YOUNG, LARRY	9/15/2021	Not in County	JESSICA WEST	3/31/2026	41.59	41.59	0.00
0000015193-2022-2022-0000-00-REG	YOUNG, LARRY	8/21/2022	Not in County	JESSICA WEST	3/31/2026	38.69	38.69	0.00
0000015299-2022-2022-0000-00-REG	HOT SPRINGS LOG CABINS, LTD	8/21/2022	Business closed	JESSICA WEST	3/2/2026	580.87	580.87	0.00
0000015299-2023-2023-0000-00-REG	HOT SPRINGS LOG CABINS, LTD	9/28/2023	Business closed	JESSICA WEST	3/2/2026	726.08	726.08	0.00
0000015299-2024-2024-0000-00-REG	HOT SPRINGS LOG CABINS, LTD	11/1/2024	Business closed	JESSICA WEST	3/2/2026	672.30	672.30	0.00
0000016059-2018-2018-0000-00-REG	APPALACHIAN OASIS	8/15/2018	Business closed	JESSICA WEST	3/16/2026	71.50	71.50	0.00
0000016059-2019-2019-0000-00-REG	APPALACHIAN OASIS	9/8/2019	Business closed	JESSICA WEST	3/16/2026	94.53	94.53	0.00
0000016059-2020-2020-0000-00-REG	APPALACHIAN OASIS	9/21/2020	Business closed	JESSICA WEST	3/16/2026	107.43	107.43	0.00
0000016059-2021-2021-0000-00-REG	APPALACHIAN OASIS	9/15/2021	Business closed	JESSICA WEST	3/16/2026	134.28	134.28	0.00

0000016059-2022-2022-0000-00-REG	APPALACHIAN OASIS	8/21/2022	Business closed	JESSICA WEST	3/16/2026	167.85	167.85	0.00
0000016059-2023-2023-0000-00-REG	APPALACHIAN OASIS	9/28/2023	Business closed	JESSICA WEST	3/16/2026	209.81	209.81	0.00
0000016059-2024-2024-0000-00-REG	APPALACHIAN OASIS	11/1/2024	Business closed	JESSICA WEST	3/16/2026	188.84	188.84	0.00
0000016059-2025-2025-0000-00-REG	APPALACHIAN OASIS	8/22/2025	Business closed	JESSICA WEST	3/16/2026	188.84	188.84	0.00
0000016348-2025-2025-0000-00-REG	GALAS, KRZYSZTOF M	8/22/2025	Homesite	APRIL	3/4/2026	1,324.15	1,125.23	198.92
0000017693-2025-2025-0000-00-REG	SILVER, BETTY	8/22/2025	Not in County	JESSICA WEST	3/9/2026	19.80	19.80	0.00
0000019111-2025-2025-0000-00-REG	MARS HILL COMMONS, LLC	8/22/2025	Landfill error	JESSICA WEST	3/10/2026	9,720.00	9,720.00	0.00
0000019804-2025-2025-0000-00-REG	LAWSON, LOUISE G. (LIFE EST)	8/22/2025	Landfill error	JESSICA WEST	3/2/2026	345.50	180.00	165.50
0000021697-2025-2025-0000-00-REG	EBLEN, PAUL FREDERICK	8/22/2025	Landfill error	JESSICA WEST	3/13/2026	1,414.78	180.00	1,234.78
0000299718-2012-2012-0000-00-REG	BREWSTER, DAVID W. II	8/15/2012	Refer To File	APRIL	3/10/2026	90.26	90.26	0.00
0000299720-2013-2013-0000-00-REG	BREWSTER, DAVID W. II	8/15/2013	Refer To File	APRIL	3/10/2026	90.26	90.26	0.00
0000299722-2011-2011-0000-00-REG	BREWSTER, DAVID W. II	8/15/2011	Refer To File	APRIL	3/10/2026	89.70	89.70	0.00
0000299727-2010-2010-0000-00-REG	BREWSTER, DAVID W. II	8/15/2010	Refer To File	APRIL	3/10/2026	89.70	89.70	0.00
0000392801-2010-2010-0000-00-REG	VAZQUEZ-BUTH, LINDA M	8/15/2010	Refer To File	APRIL	3/12/2026	422.50	422.50	0.00
0000392802-2013-2013-0000-00-REG	VAZQUEZ-BUTH, LINDA M	8/15/2013	Refer To File	APRIL	3/12/2026	362.34	362.34	0.00
0000392804-2012-2012-0000-00-REG	VAZQUEZ-BUTH, LINDA M	8/15/2012	Refer To File	APRIL	3/12/2026	362.34	362.34	0.00
0000392807-2011-2011-0000-00-REG	VAZQUEZ-BUTH, LINDA M	8/15/2011	Refer To File	APRIL	3/12/2026	422.50	422.50	0.00
0000431780-2017-2017-0000-00-REG	YOUNG, LARRY	8/15/2017	Not in County	JESSICA WEST	3/31/2026	57.44	57.44	0.00
0000431781-2013-2013-0000-00-REG	YOUNG, LARRY	8/15/2013	Not in County	JESSICA WEST	3/31/2026	76.81	76.81	0.00
0000431783-2016-2016-0000-00-REG	YOUNG, LARRY	8/15/2016	Not in County	JESSICA WEST	3/31/2026	61.78	61.78	0.00
0000431784-2012-2012-0000-00-REG	YOUNG, LARRY	8/15/2012	Not in County	JESSICA WEST	3/31/2026	82.59	82.59	0.00
0000455086-2017-2017-0000-00-REG	APPALACHIAN OASIS	8/15/2017	Business closed	JESSICA WEST	3/16/2026	71.50	71.50	0.00
0000455088-2016-2016-0000-00-REG	APPALACHIAN OASIS	8/15/2016	Business closed	JESSICA WEST	3/16/2026	71.50	71.50	0.00
0000567850-2023-2023-0000-00-REG	RICE, BARBARA FRANKLIN	9/28/2023	Landfill error	APRIL	3/3/2026	542.17	180.00	362.17
0000567850-2024-2024-0000-00-REG	RICE, BARBARA FRANKLIN	11/1/2024	Landfill error	APRIL	3/3/2026	530.00	180.00	350.00
0000567850-2025-2025-0000-00-REG	RICE, BARBARA FRANKLIN	8/22/2025	Landfill error	APRIL	3/3/2026	530.00	180.00	350.00
0000568389-2025-2025-0000-00-REG	HIKER'S RIDGE MINISTRIES, INC	8/22/2025	Landfill error	JESSICA WEST	3/25/2026	450.42	360.00	90.42
0000568601-2024-2024-0000-00-REG	VAN GUNST, MARILYN	11/1/2024	Landfill error	DIANA NORTON	3/5/2026	764.07	180.00	584.07
0000568601-2025-2025-0000-00-REG	VAN GUNST, MARILYN	8/22/2025	Landfill error	DIANA NORTON	3/5/2026	764.07	180.00	584.07
0000569616-2025-2025-0000-00-REG	SMITH, JOHN PATRICK	8/22/2025	Landfill error	JESSICA WEST	3/25/2026	342.40	180.00	162.40
0000570473-2022-2022-0000-00-REG	ADAMS, DEBORAH JOAN	8/21/2022	Not in County	JESSICA WEST	3/9/2026	32.45	32.45	0.00
0000570473-2023-2023-0000-00-REG	ADAMS, DEBORAH JOAN	9/28/2023	Not in County	JESSICA WEST	3/9/2026	32.45	32.45	0.00
0000570473-2024-2024-0000-00-REG	ADAMS, DEBORAH JOAN	11/1/2024	Not in County	JESSICA WEST	3/9/2026	24.75	24.75	0.00
0000570473-2025-2025-0000-00-REG	ADAMS, DEBORAH JOAN	8/22/2025	Not in County	JESSICA WEST	3/9/2026	24.75	24.75	0.00
0000571412-2025-2025-0000-00-REG	RHINEHART, DARLYNE EVANS	8/22/2025	Assessed In Err	APRIL	3/5/2026	171.56	137.22	34.34
0000572042-2025-2025-0000-00-REG	FLOWERS, RICHARD DALE	8/22/2025	Not in County	JESSICA WEST	3/3/2026	13.86	13.86	0.00
0000573356-2025-2025-0000-00-REG	DECKROW TRUCKING	8/22/2025	Business closed	KIMBERLY	3/26/2026	116.02	116.02	0.00

0000574833-2025-2025-0000-00-REG	BROOKSTONE TOURS	8/22/2025	Business closed	KIMBERLY	3/2/2026	30.94	30.94	0.00
0000575373-2024-2024-0000-00-REG	MAEHR, FREDRICK	11/1/2024	Refer To File	APRIL	3/23/2026	184.23	9.00	175.23
0000579375-2025-2025-0000-00-REG	NICHOLS, FRED R.	8/22/2025	Business closed	JESSICA WEST	3/24/2026	24.41	24.41	0.00
Subtotal							**21,050.76**	
Total							**21,050.76**	

Tax Year	Bill Number	Parcel #	Source Type	Adjustment #	Adjustment Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	Refund City	Refund State	Refund Zip Code	Jurisdiction	Refund Amount ($)	Includes Negative Refund	MADISON Portion Refund ($)	SOLID WASTE FEE	Fire District	Fire Refund ($)
MADISON Refunds																		
2025	0000020219-2025-2025-0000-00	5096	REI	7180	Landfill error	3/2/2026 3:47:18 PM	CARROLL, GAIL MCKINNEY	396 MOUNTAIN HAVEN DRIVE	MARSHALL	NC	28753	MADISON	180.00	N	0.00	180.00		0.00
2025	0000010615-2025-2025-0000-00	15185	REI	7213	INFORMAL APPEAL	3/16/2026 5:08:33 PM	CHECO, CHRISTOPHER J.	4714 HOWE ST	DURHAM	NC	27705	MADISON	1,687.86	N	1,687.86	0.00		0.00
2025	0000010615-2025-2025-0000-00	15185	REI	7213	INFORMAL APPEAL	3/16/2026 5:08:33 PM	CHECO, CHRISTOPHER J.	4714 HOWE ST	DURHAM	NC	27705	MADISON	421.96	N	0.00	0.00	MARS HILL FD	421.96
2023	0000014232-2023-2023-0000-00	317	REI	7222	Landfill error	3/25/2026 11:19:15 AM	DAVIS, JIMMY LAWRENCE	514 SWEETWATER RD	MARSHALL	NC	28753	MADISON	180.00	N	0.00	180.00		0.00
2024	0000014232-2024-2024-0000-00	317	REI	7221	Landfill error	3/25/2026 11:16:55 AM	DAVIS, JIMMY LAWRENCE	514 SWEETWATER RD	MARSHALL	NC	28753	MADISON	180.00	N	0.00	180.00		0.00
0	0000019130-2025-2025-0000-01	9491	REI	7209	Landlord change	3/10/2026 11:13:14 AM	UITHOVEN, ROGER W.	200 W 17TH ST.	SANFORD	FL	32771	MADISON	486.32	N	486.32	0.00		0.00
2025	0000019130-2025-2025-0000-01	9491	REI	7209	Landlord change	3/10/2026 11:13:14 AM	UITHOVEN, ROGER W.	200 W 17TH ST.	SANFORD	FL	32771	MADISON	169.61	N	0.00	0.00	SANDY MUSH	169.61
	Subtotal												**3,325.95**		**2,174.38**	**540.00**		**611.57**

Authorization

_____

_____ **Date**

4/7/2026

04/07/2026

TAX FORECLOSURES STATUS REPORT UPDATE

Demand Letter sent and file placed on hold for Marketability issues=28 Parcels

Complaint Filed=1 Parcel

Forbearance Agreement Status=2 Parcels

Processing payment in full=2 Parcels

Up for Bid (SALE DATE 01/20/2026) =3 Parcels

Up for Bid (SALE DATE 04/21/2026) =4 Parcels

Total Parcel Count=40 Parcels

Resolution Authorizing the Execution of an Amended Joint Cooperation Agreement to Add the Town of Mars Hill and the Town of Marshall to the Asheville Regional Housing Consortium

WHEREAS, the County of Madison, North Carolina, has determined that the health and welfare of its jurisdiction may benefit from increasing the availability of safe, affordable and standard housing; and

WHEREAS, the County of Madison has determined that providing safe, affordable, and standard housing will benefit work force productivity and area economic development; and

WHEREAS, a cooperative approach to providing housing in the Asheville Regional area will avoid duplication of effort and promote more effective delivery of housing services; and

WHEREAS, a consortium of local governments is entitled to receive funds from the U.S. Department of Housing and Urban Development that they would otherwise be unqualified to receive individually; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, makes provisions whereby units of general local government may enter into cooperation agreements and form Consortia to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnerships Program; and

WHEREAS, the County of Madison is a current member of and, along with the other regional units of general local government members, desires to continue the Asheville Regional Housing Consortium to undertake or assist in undertaking affordable housing under the Cranston-Gonzalez National Affordable Housing Act of 1990; and

WHEREAS, the Town of Mars Hill and the Town of Marshall each wish to join the Asheville Regional Housing Consortium; and

WHEREAS, it is the desire of the County of Madison to admit the Town of Mars Hill and the Town of Marshall as members of the Asheville Regional Housing Consortium; and

WHEREAS, Article 20 Chapter 160A of the North Carolina General Statutes authorizes units of local government to enter into contracts or agreements with each other in order to execute any undertaking.

NOW, THEREFORE, be it resolved by the Madison County Board of Commissioners that:

1) The Board of Commissioners hereby supports the addition of Mars Hill and Marshall to the Asheville Regional Housing Consortium and the Chairman of the Madison County Board of Commissioners is authorized to execute an amended Joint Cooperation Agreement with the other member governments of the Asheville Regional Housing Consortium.

2) The Chairman of the Madison County Board of Commissioners is further authorized to sign all contracts, approved by the Madison County Government Attorney, with other Governmental Agencies as may be required to carry out activities of the Cooperation Agreement.

Adopted this the 14th day of April 2026, in a regular session of the Madison County Board of Commissioners, North Carolina.

Chairman, Board of Commissioners

ATTEST:

County Clerk

ASHEVILLE REGIONAL HOUSING CONSORTIUM
JOINT COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 14 day of April, 2026, by and between geographically contiguous units of general local government as shown on the signature pages attached hereto and herein listed in Exhibit A, which may include Buncombe, Henderson, Madison and Transylvania Counties, and governmental units located within said counties, (herein called "Cooperating Units") and City of Asheville (herein called "Lead Entity"), all of which are general local governmental units of the State of North Carolina, is made pursuant to Chapter 160A, Article 20 of the North Carolina General Statutes.

WITNESSETH THAT:

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (herein called the "Act") makes provisions whereby units of general local government may enter into cooperation agreements and form a Consortium to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnerships Program (Home Program); and

WHEREAS, it is the desire of the parties that the Lead Entity continue to act in a representative capacity for the Cooperating Units as well as itself. The Cooperating Units desire that the Lead Entity assume overall responsibility for ensuring that the Consortium, established below, is carried out in compliance with the requirements of the Act, state and federal regulations program requirements and the Consolidated Plan for the Consortium.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. To continue the Asheville Regional Housing Consortium (the Consortium) established in 1992 as a joint agency, pursuant to N.C. General Statute 160A-462, for the purposes of cooperatively providing safe, affordable and standard housing, promoting economic development and alleviating housing problems in the counties of Buncombe, Madison, Henderson and Transylvania and the participating municipalities located in those counties.

2. The Asheville Regional Housing Consortium Board of Directors (the Board) will continue to provide policy direction for the operations of the Consortium. The Board will meet at least quarterly or as often as considered necessary by the Lead Entity or by a majority of the members of the Consortium. The membership of the Board shall be comprised of one member from each Cooperating Unit, except that Cooperating Units with population over 35,000 shall have two members. For the purposes of this section, the County population shall consist of residents of unincorporated areas. The Board shall provide an Annual Report summarizing the status and accomplishments of the consortium to the Governing Body of each member. The Board shall establish policy and administrative arrangements to carry out the functions of the Consortium including, but not limited to, approving proposals for funding submitted by the Consortium, distributing funds awarded to the Consortium and recommending contracts for carrying out the functions of the Consortium. With respect to the financial and legal obligations undertaken by the Lead Entity with HUD, no action shall be taken by the Consortium without the concurrence of the

Lead Entity. The Consortium is designated as a participating jurisdiction under the HOME Program, and Cooperating Units shall continue to appoint members to serve on the Board. In the event the Board consists of more than 9 representatives, an executive committee will continue consisting of 5 members representing one each from the four County Governments and one from the Lead Entity. The Lead Entity shall designate one of its representatives to serve as Chairman of the Board and the Executive Committee.

3. The Lead Entity and each Cooperating Unit shall be responsible for providing matching funds required by federal regulations for any funds allocated for that jurisdiction. No Cooperating Unit shall refuse to provide matching funds required by its projects for the period of time that the participation of that Cooperating Unit is required in the Consortium by HUD regulations and this Agreement. Each Cooperating Unit shall reimburse the Lead Entity immediately and in full for any and all expenses incurred by the Lead Entity as a result of the failure of any Cooperating Unit to provide the matching funds. Matching funds will not be required when the Cooperating Unit does not have a project within its jurisdiction.

4. The Cooperating Units hereby authorize the Lead Entity to submit, request and receive HOME funding from the United States Department of Housing and Urban Development on behalf of the Consortium and to otherwise act on behalf of the Consortium as authorized by the Board.

5. The Cooperating Units hereby authorize the Lead Entity to establish and maintain a local HOME Investment Trust Fund for receipt of HOME funds and repayments as required by 24 CFR Part 92.500.

6. The Lead Entity and Cooperating Units shall cooperate in the implementation of the HOME Program and shall cooperate in the preparation of the Consolidated Plan by providing to the Lead Entity that information needed.

7. The Lead Entity and Cooperating Units shall be entitled to a pro rata portion of the HOME Program funding for eligible uses under the Act and each shall be responsible for meeting their pro rata portion of the matching fund requirements. If no amounts are established by the Federal government for the Lead Entity and Cooperating Units in the Consortium, funds for the Lead Entity and Cooperating Units shall be allocated by the Board.

8. The Consortium agrees that at least 15% of all HOME Program funds received will be subcontracted for projects administered by Community Housing Development Organizations (CHDOs) as defined in the Act which have 501(c) tax status as required by federal law.

9. The Board shall have the right to reallocate HOME Program funding to the Consortium to be used by other Consortium members when a Cooperating Unit is unable to use the funding due to lack of eligible projects or matching resources. A schedule for reallocation shall be determined by the Board to allow HOME Program funding to be used by the Consortium before reallocation by the U.S. Department of Housing and Urban Development to jurisdictions outside the Consortium. The reallocation of funds that are unable to be used shall be consistent with the Consortium's adopted Consolidated Plan.

10. With reference to any program income and repayments generated from the HOME funds, federal regulations shall govern placement of program income generated from HOME funds and repayments into the local trust fund. The Lead Entity shall, if requested and to the extent possible, separately account for program income and repayments on each Cooperating Unit's projects. Program Income and repayments on projects shall only be available to the Cooperating Unit for use on activities that are consistent with the Act and the approved Consolidated Plan.

11. The Cooperating Units and Lead Entity shall affirmatively further fair housing.

12. The Lead Entity and Cooperating Units, as parties to the Consortium, shall direct all activities, with respect to the Consortium, to the alleviation of housing problems in the State of North Carolina.

13. The Cooperating Units and Lead Entity agree that each will save the other harmless due to the negligent acts of its employees, officers or agents, including volunteers, or due to any negligent operation of equipment. This section shall not be construed as waiving any defense or limitation which either party may have against any claim or cause of action by any person not a party to this agreement. The Cooperating Units shall not be held harmless for liability that may result from failure to provide proper accounting or otherwise comply with State and Federal regulations. Each Cooperating Unit shall immediately reimburse the Lead Entity in full for any and all expense for which the Lead Entity shall become responsible in its role as Lead Entity. To the extent that such expense is incurred by the acts or omissions of a single Cooperating Unit, that Cooperating Unit shall make such reimbursement in full. To the extent that such expense is incurred by acts or omissions of two or more Cooperating Units, said reimbursement shall be shared proportionately by those Cooperating Units.

14. The Lead Entity and the Cooperating Units agree to remain in the Consortium at least through September 30, 2028. Thereafter, each party shall continue to participate in the Consortium to the extent required by HUD regulations or other applicable law. The obligations of each of the parties as set forth herein and as required by HUD regulations and other applicable law shall remain effective for the duration of any responsibility of the Consortium or Lead Entity to HUD. The Lead Entity and cooperating units agree not to withdraw from the Agreement prior to September 30, 2028.

15. Should disputes arise between any participants in the Consortium resulting in legal action, such actions shall be filed in the appropriate courts of Buncombe County. All parties hereto located in Counties outside Buncombe County specifically waive any alternate venue.

16. The program year start date for the Consortium shall be July 1, 2026. The Lead Entity and Cooperating Units agree to have the same program year for CDBG and HOME.

17. Unless otherwise terminated by agreement in writing of all parties hereto or by termination of the HOME program by HUD, this agreement shall automatically be renewed for successive three-year qualification periods under the same terms and conditions. The parties agree that this agreement shall be amended to incorporate any changes necessary to meet the

requirements for consortia agreements set forth in the Consortia Qualification Notice for any subsequent three-year qualification period. Any Cooperating Unit shall have the right to withdraw from the consortium at the beginning of any renewal period by giving notice in writing to the City of Asheville. For each renewal period, the City of Asheville shall, by the date specified in HUD's consortia designation notices, notify each of the Participating Units in writing of its right not to participate for that renewal period and shall provide copies of all such notifications to HUD.

IN WITNESS WHEREOF, the lead entity and the Cooperating Units have caused this Agreement to be executed by a duly authorized officer of each party.

Attest to:

County Clerk
(Corporate Seal)

County of Madison

By: _____
Chairman

****

STATE OF NORTH CAROLINA
COUNTY OF MADISON

I, Notary Public of the County and State aforesaid certify that Michael Garrison personally came before me this day and acknowledged that they are the Clerk of the County of Madison, a body politic and corporate, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Chairman and attested by them as its County Clerk.

Witness my hand and notarial seal this 14 day of April, 2026.

Notary Public
My Commission Expires: 17Dec29

Certification that each party does hereby state that this joint Cooperation Agreement is fully authorized and is in accordance with State and local law and provides full legal authority for the member to undertake or to assist in undertaking housing assistance activities under the HOME Investment Partnership program authorized under the National Affordable Housing Act of 1990, as amended.

County Attorney

EXHIBIT A
ASHEVILLE REGIONAL HOUSING CONSORTIUM
LIST OF COOPERATING UNITS

Cooperating Unit	Type
City of Asheville	Lead Entity/Participating Jurisdiction (PJ)
Buncombe County	Unincorporated Part of Non-CDBG County
Black Mountain Town	Place within Buncombe County
Montreat Town	Place within Buncombe County
Woodfin Town	Place within Buncombe County
Henderson County	Unincorporated Part of Non-CDBG County
Fletcher Town	Place within Henderson County
Hendersonville City	Place within Henderson County
Madison County	Unincorporated Part of Non-CDBG County
Mars Hill Town (NEW)	Place within Madison County
Marshall Town (NEW)	Place within Madison County
Transylvania County	Unincorporated Part of Non-CDBG County
Brevard City	Place within Transylvania County

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AGREEMENT #2000072582

Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program

AMENDMENT 1

The **North Carolina Department of Information Technology** ("NCDIT"), an agency of the State of North Carolina ("State") and **Madison County** (the "County") (NCDIT and the County are hereinafter collectively referred to as "Grantors") enter into this Amendment 1 with **Skyrunner Inc.** (the "Grantee"). Together, Grantors and Grantee are hereinafter collectively referred to as the "**Parties**" or each individually as a "Party".

On February 16, 2024, the Parties entered into a final Grant Agreement for the GREAT award. The Grant Agreement is hereby amended pursuant to the terms and conditions set forth in this Amendment (hereinafter "Amendment 1").

Except as set forth in this Amendment 1, all other terms and conditions of the Grant Agreement shall remain unaltered and in full force and effect. To the extent there is any conflict, discrepancy or ambiguity between the terms and conditions contained in the Grant Agreement and the terms and conditions of this Amendment 1, the terms and conditions contained in this Amendment 1 shall govern and prevail. Any reference to the terms and conditions shall incorporate the amendments made in this Amendment 1 and any other written amendments to the Grant Agreement between the Parties.

Pursuant to this Amendment 1, the Grant Agreement shall be amended as follows:

1. **Section 1.8. Construction Period** is deleted in its entirety and replaced with the following:

   Section 1.8. Construction Period. The Construction Period is the time from the execution of this Agreement to the time that service is available to locations identified in Exhibit B "Scope of Services" and shall not extend beyond two years, subject to the provisions of Section 2.5.

2. The following is added to **Section 2.4. Grantee Duties, e. Funding.**, at the end of Paragraph 1.:

   As an alternative to contributing a Cash Match, the Grantee shall (1) maintain, for

the life of the project under this agreement, a discrete budget that fully funds the state's funding amount identified in the agreement; (2) identify and maintain that discrete budget as a separate capital budget line-item in respondent's master capital budget management system for the life of the project; (3) allow NCDIT to inspect the separate capital budget line-item in Grantee's master capital budget management system within five (5) business days of request by NCDIT; and (4) upon execution of this agreement, furnish a performance bond in an amount equal to 100% of the total project cost, which bond shall be executed by a surety company authorized to do business in North Carolina and countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina. The performance bond must be maintained until the Grantee has submitted: 1. the final reimbursement request and the End of Construction (EOC) Period Report or 2. If the final reimbursement request is pending submission, the office will accept the EOC Period Report in addition to satisfactory evidence such as financial statements or proof of payments for reported expenditures in the EOC report to show that 100% of the match requirement has been expended for this project. A Grantee who satisfies these conditions shall be deemed to satisfy the separate funding requirement.

3. **Section 3.4. Repayment Requirements and Remedies, Subsection a. Repayment or Clawbacks** and subparagraph 1 are deleted and replaced with the following:

> **a. Repayment or Clawbacks.** The Grantee acknowledges that the GREAT Award funding by NCDIT is predicated upon the deployment of broadband infrastructure during the Construction Period and fulfilling the obligations of the Maintenance Period. The Grantee further agrees that during the Maintenance Period, if it fails to meet its obligations, or becomes aware that it will be unable to meet its obligations, then it is responsible for the following repayment or "clawback" payments:
>
> > 1. If the Grantee fails to make service available, or becomes aware that they will be unable to make service available, to the number of Locations identified in Exhibit B after the completion of the Construction Period, then the Grantee shall repay to NCDIT, as directed, an amount equal to the product of (i) **$11,634.56** (the amount of funds divided by the number of Locations and (ii) the number of Locations, minus the number of Locations actually created. Interest will be added in accordance with Section 3.3.a.3.

Paragraphs 2 and 3 of **a. Repayment or Clawbacks** remain unchanged.

4. **Section 4.5. Audits** is deleted in its entirety and replaced with the following:

> **Section 4.5. Audits.** The Grantee certifies compliance with the provisions of 2 CFR 200.501-200.521, if applicable, and continued compliance with these provisions during the Term of this Agreement. Pursuant to 09 N.C.A.C. 03M .0205, a Grantee that receives, holds, uses, or expends GREAT Award funds in an amount equal to

or greater than the dollar amount requiring audit as listed in 2 C.F.R. 200.501(a) within its fiscal year 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. If the Grantee is not required to have a single audit as defined by 2 CFR 200.501, U.S. Department of the Treasury requirements, or the Single Audit Act, or a single audit as defined by 09 N.C.A.C. 03M .0102, then the Grantee shall have a financial audit performed at least annually by an independent Certified Public Accountant. The Grantee shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to this Agreement upon request. The Grantee certifies that it will provide NCDIT with notice of any adverse findings which impact this Agreement. This obligation extends for one (1) year beyond the expiration or termination of this Agreement. The costs of audits shall not be allowable charges under this Agreement.

5. The reference to 2 C.F.R. § 200.332(b) in **Section 5.1. NCDIT's Responsibilities, Subsection b. Risk Assessment** is deleted and replaced with 2 C.F.R. § 200.332(e).

6. In accordance with updates to 09 N.C.A.C. 03M .0205 effective July 1, 2024, **Section 5.3. N.C. Administrative Code Reporting and Audit Requirements. and Subsection a. Required Reporting** are deleted and replaced with the following:

> **Section 5.3 N.C. Administrative Code Reporting and Audit Requirements.** This Agreement incorporates the reporting levels established under 09 N.C.A.C. 03M .0205(a). The Grantee shall follow the reporting level requirement applicable as of the end of each reporting period under this Agreement.
>
> > **a. Required Reporting.** In addition to the Project progress reports set out in Section 2.3, the Grantee shall provide reports pursuant to the reporting requirements specified in 09 N.C.A.C. 03M .0205(b) on an annual basis during the term of this Agreement.

Subsections **b. Filing of Reports, c. Copies Acceptable, and d. Other Reports** remain unchanged.

7. **Section 6.4 Property** is deleted in its entirety and replaced with the following:

> **Section 6.4. Property.** Grantee shall retain ownership interests and rights in the network and in any property, materials, equipment, supplies, and facilities it constructs or purchases for the Project pursuant to this Agreement. Grantee agrees to abide by the property requirements set forth in 2 C.F.R. 200.311-316, as amended in applicable guidance or regulations issued by the U.S. Department of the Treasury or other federal agency after the Effective Date of this Agreement, including

SLFRF and CPF Supplementary Broadband Guidance dated May 17, 2023, located at https://home.treasury.gov/system/files/136/SLFRF-and-CPF-Supplementary-Broadband-Guidance.pdf.

8. **Section 6.19. Affordable Connectivity Program** is deleted in its entirety and replaced with the following:

> **Section 6.19. Affordable Connectivity Program.** The Grantee must participate in the Federal Communications Commission's Affordable Connectivity Program ("ACP") until the end of the program.

9. The name and contact information for NCDIT's Legal Counsel in **Section 8.13. Notices** are amended as follows:

> Christina Strickland, Chief Deputy General Counsel
> christina.strickland@nc.gov

All other contact information remains unchanged.

10. The title of **Exhibit A NCDIT Disclosures** is replaced with **Exhibit A County and NCDIT Disclosures**. Exhibit A remains unchanged other than the title of the document.

11. **Exhibit B Scope of Services** is deleted in its entirety and replaced with Exhibit B attached to this Amendment 1. The Exhibit B attached to this Amendment 1 supersedes all previous documents labeled as Exhibit B for this Grant Agreement.

12. In **Exhibit F Payment Process**, below "6. A request for budget changes must be approved prior to submitting a reimbursement request. If a grantee's budget has changed and does not match the Grant Agreement and the budget in the EBS Portal, the reimbursement request will be rejected in the NCDIT," the following paragraph is added:

> In lieu of submitting the above documentation, the Grantee may propose an alternative method for reimbursement. Such submissions will be considered on a case-by-case basis by NCDIT. The alternative method for reimbursement must obtain written approval by NCDIT before the Grantee can use the alternative method for reimbursement. Regardless of the method for reimbursement, the Grantee must still give full access to records upon request pursuant to Section 5.5. Access to Persons and Records and Section 8.11. Subcontracting.

13. **Exhibit I Mapping Files** is deleted in its entirety and replaced with Exhibit I attached to this Amendment 1. The Exhibit I attached to this Amendment 1 supersedes all previous documents labeled as Exhibit I for this Grant Agreement.

In Witness Whereof, the Parties shall execute this Amendment 1 by their respective authorized signatories within 30 days of receipt of this Amendment.

Skyrunner Inc.

Signature	
Printed Name	JJ Boyd
Title	President
Date	02/27/2025

Madison County

Signature	Michael L. Garrison
Printed Name	Michael L. Garrison
Title	Chairman, Board of Commissioners
Date	03/30/2026

North Carolina Department of Information Technology

Signature	
Printed Name	Annette Taylor
Title	Deputy Secretary for the Division of Broadband and Digital Opportunity, NC Department of Information Technology
Date	

Exhibit B
Scope of Services
Amendment 1

Grantee, Skyrunner Inc., Application #1000013857 (Madison County), will carry out the terms of this contract as follows:

1. Scope of the Project

The Grantee shall deploy infrastructure to the approved Locations required by this Agreement and, upon completion of construction, shall offer to those Locations the minimum download and upload speeds identified in the Grantee's application as the base speed multiplier. The base speed multiplier chosen by the applicant is the minimum speed made available to all Locations in the Project and must be scalable to 100 Mbps symmetrical by December 31, 2026.

2. Project Budget

The proposed budget attached as page 2 to this Exhibit and the budget information submitted in EBS by the Grantee is incorporated herein by reference and approved by NCDIT. Any changes to the project budget must be made in compliance with Section 2.5 of this Agreement. A change of 10% or more constitutes a Material Change and an Amendment to this Agreement is required. A change of less than 10% constitutes a Project Change and the criteria of Section 2.5.b. must be met, approved, and attached as a supplement to this Exhibit.

Project Expenses	GREAT Award (ARPA)	Matching Amount (ISP Fund)	Total
Easements			
Materials	$309,072.75	$54,542.25	$363,615.00
Construction/Installation	$1,211,496.50	$213,793.50	$1,425,290.00
Testing			
Engineering	$85,000.00	$15,000.00	$100,000.00
Lease/Collocation Fees (one-time fees)			
Other			
Other			
Other			
Total	**$1,605,569.25**	**$283,335.75**	**$1,888,905.00**
Match Percentage	**85%**	**15%**	**100%**

3. GREAT Award and Matching Funds

The GREAT Award amount in paragraph 2 above and as stated in Section 2.2 of this Agreement is incorporated herein.

Any third-party match shall not exceed 50% of the Grantee's Match Amount. Such amount shall be set out in Exhibit J or a separate two-party agreement.

4. Locations

The Grantee must make broadband service available to all households and businesses approved for this Project. The household and business locations represent address-level locations submitted in the GREAT Grant Program Application and any adjustments due to the protest process or ineligible locations, as required by NCDIT. A data file of locations approved by NCDIT for this Project is reflected within Exhibit I. Broadband deployments must make broadband service available to the total number of locations outlined in the table below.

Households:	135
Businesses:	3
Total Locations:	138

Exhibit I
Mapping Files
Amendment 1

Location Data Requirements (using FCC BDC Fabric Version 5)

The Grantee must make broadband service available to all households and businesses approved for this Project. The household and business locations represent address-level locations submitted in the GREAT Grant Program Application and any adjustments due to the protest process or ineligible locations as required by NCDIT.

The amended data file listing the locations submitted by the Grantee and approved by NCDIT for this Project using the AddressNC statewide address data has been **matched to Version 5 of the Broadband Data Collection (BDC) Fabric published by the Federal Communications Commission (FCC)** and is now considered part of this Grant Agreement and is incorporated herein by reference. A copy of this data file listing these final locations is provided to the Grantee as an Excel file in the Agreement section of the Enterprise Business Services (EBS) on-line portal with the following naming structure:
(Skyrunner_2000072582_Madison_BSLv5_GREAT.xlsx).

The amendment data file identifies the Broadband Serviceable Locations (BSLs) that correspond to the original AddressNC-defined project areas. It includes the Location IDs from the CostQuest BSL dataset (Version 5) and the unit count for each location. These BSLs can be mapped by joining the Location IDs in the file to a local copy of the BSL fabric. Additional fields in the file provide key project details, such as the provider, county, application ID, maximum download/upload speeds, technology type, and **a column to confirm whether broadband access is available upon the deployment of infrastructure as a result of this project.**

A map of the locations is also included in this Exhibit.

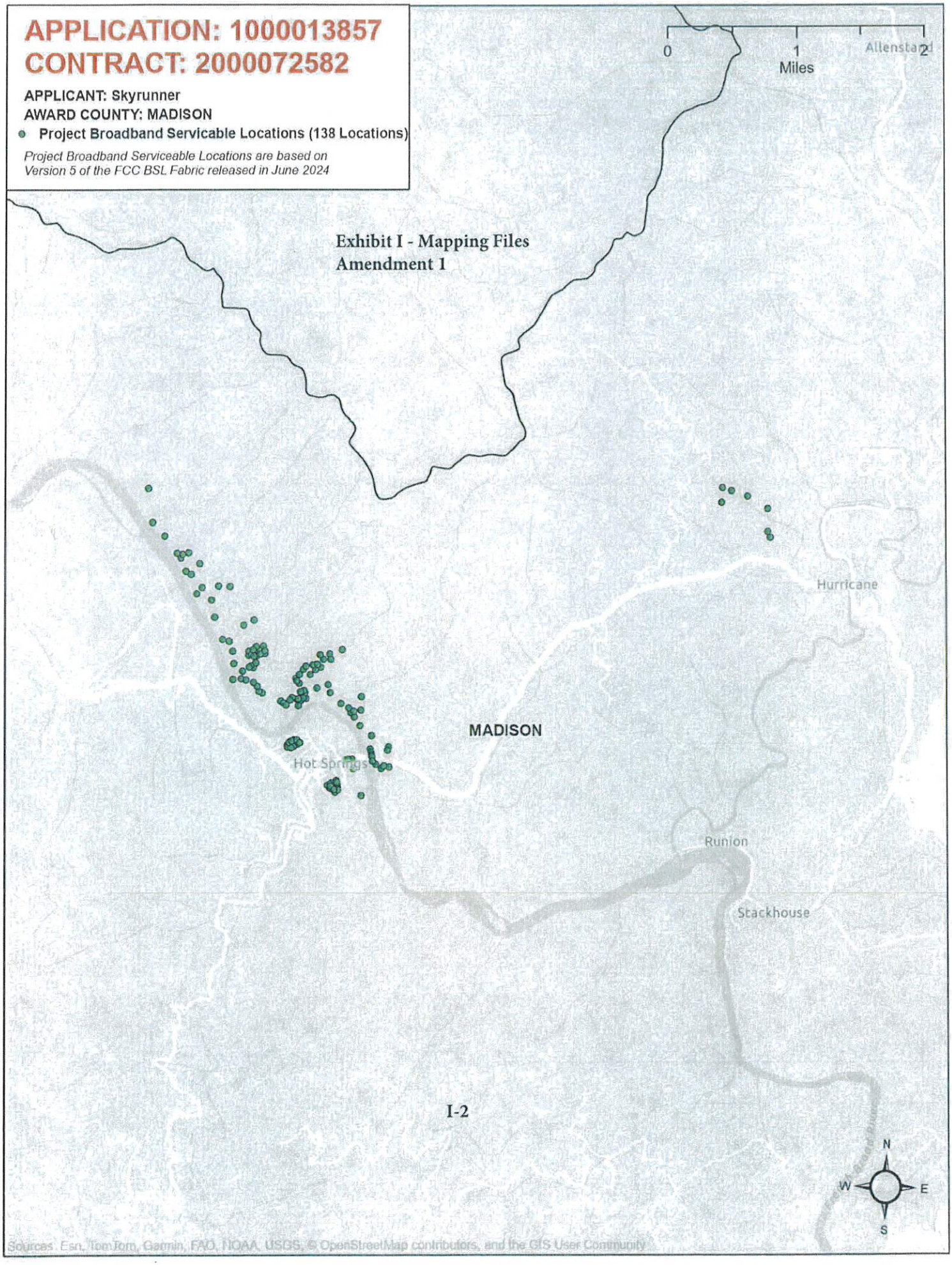
APPLICATION: 1000013857
CONTRACT: 2000072582

APPLICANT: Skyrunner
AWARD COUNTY: MADISON

- **Project Broadband Servicable Locations (138 Locations)**

Project Broadband Serviceable Locations are based on Version 5 of the FCC BSL Fabric released in June 2024

Exhibit I - Mapping Files
Amendment 1



STATE OF NORTH CAROLINA
COUNTY OF WAKE

AGREEMENT #2000066848

Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program

AMENDMENT 2

The **North Carolina Department of Information Technology** ("NCDIT"), an agency of the State of North Carolina ("State") and **Madison County** (the "County") (NCDIT and the County are hereinafter collectively referred to as "Grantors") enter into this Amendment 2 with **French Broad Electric Membership Corp.** (the "Grantee"). Together, Grantors and Grantee are hereinafter collectively referred to as the "**Parties**" or each individually as a "Party".

On April 26, 2023, the Parties entered into a final Grant Agreement for the GREAT award. The Grant Agreement is hereby amended pursuant to the terms and conditions set forth in this Amendment (hereinafter "Amendment 2").

Except as set forth in this Amendment 2, all other terms and conditions of the Grant Agreement shall remain unaltered and in full force and effect. To the extent there is any conflict, discrepancy or ambiguity between the terms and conditions contained in the Grant Agreement and the terms and conditions of this Amendment 2, the terms and conditions contained in this Amendment 2 shall govern and prevail. Any reference to the terms and conditions shall incorporate the amendments made in this Amendment 2 and any other written amendments to the Grant Agreement between the Parties.

Pursuant to this Amendment 2, the Grant Agreement shall be amended as follows:

1. **Section 1.8. Construction Period** is deleted in its entirety and replaced with the following:

   Section 1.8. Construction Period. The Construction Period is the time from the execution of this Agreement to the time that service is available to locations identified in Exhibit B "Scope of Services" and shall not extend beyond two years, subject to the provisions of Section 2.5.

2. The following is added to **Section 2.4. Grantee Duties, e. Funding.**, at the end of Paragraph 1.:

   As an alternative to contributing a Cash Match, the Grantee shall (1) maintain, for

the life of the project under this agreement, a discrete budget that fully funds the state's funding amount identified in the agreement; (2) identify and maintain that discrete budget as a separate capital budget line-item in respondent's master capital budget management system for the life of the project; (3) allow NCDIT to inspect the separate capital budget line-item in Grantee's master capital budget management system within five (5) business days of request by NCDIT; and (4) upon execution of this agreement, furnish a performance bond in an amount equal to 100% of the total project cost, which bond shall be executed by a surety company authorized to do business in North Carolina and countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina. The performance bond must be maintained until the Grantee has submitted: 1. the final reimbursement request and the End of Construction (EOC) Period Report or 2. If the final reimbursement request is pending submission, the office will accept the EOC Period Report in addition to satisfactory evidence such as financial statements or proof of payments for reported expenditures in the EOC report to show that 100% of the match requirement has been expended for this project. A Grantee who satisfies these conditions shall be deemed to satisfy the separate funding requirement.

3. **Section 3.4. Repayment Requirements and Remedies, Subsection a. Repayment or Clawbacks** and subparagraph 1 are deleted and replaced with the following:

> **a. Repayment or Clawbacks.** The Grantee acknowledges that the GREAT Award funding by NCDIT is predicated upon the deployment of broadband infrastructure during the Construction Period and fulfilling the obligations of the Maintenance Period. The Grantee further agrees that during the Maintenance Period, if it fails to meet its obligations, or becomes aware that it will be unable to meet its obligations, then it is responsible for the following repayment or "clawback" payments:
>
> > 1. If the Grantee fails to make service available, or becomes aware that they will be unable to make service available, to the number of Locations identified in Exhibit B after the completion of the Construction Period, then the Grantee shall repay to NCDIT, as directed, an amount equal to the product of (i) **$5,172.00** (the amount of funds divided by the number of Locations and (ii) the number of Locations, minus the number of Locations actually created. Interest will be added in accordance with Section 3.3.a.3.

Paragraphs 2 and 3 of **a. Repayment or Clawbacks** remain unchanged.

4. **Section 4.5. Audits** is deleted in its entirety and replaced with the following:

> **Section 4.5. Audits.** The Grantee certifies compliance with the provisions of 2 CFR 200.501-200.521, if applicable, and continued compliance with these provisions during the Term of this Agreement. Pursuant to 09 N.C.A.C. 03M .0205, a Grantee that receives, holds, uses, or expends GREAT Award funds in an amount equal to

or greater than the dollar amount requiring audit as listed in 2 C.F.R. 200.501(a) within its fiscal year 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. If the Grantee is not required to have a single audit as defined by 2 CFR 200.501, U.S. Department of the Treasury requirements, or the Single Audit Act, or a single audit as defined by 09 N.C.A.C. 03M .0102, then the Grantee shall have a financial audit performed at least annually by an independent Certified Public Accountant. The Grantee shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to this Agreement upon request. The Grantee certifies that it will provide NCDIT with notice of any adverse findings which impact this Agreement. This obligation extends for one (1) year beyond the expiration or termination of this Agreement. The costs of audits shall not be allowable charges under this Agreement.

5. The reference to 2 C.F.R. § 200.332(b) in **Section 5.1. NCDIT's Responsibilities, Subsection b. Risk Assessment** is deleted and replaced with 2 C.F.R. § 200.332(e).

6. In accordance with updates to 09 N.C.A.C. 03M .0205 effective July 1, 2024, **Section 5.3. N.C. Administrative Code Reporting and Audit Requirements. and Subsection a. Required Reporting** are deleted and replaced with the following:

> **Section 5.3 N.C. Administrative Code Reporting and Audit Requirements.** This Agreement incorporates the reporting levels established under 09 N.C.A.C. 03M .0205(a). The Grantee shall follow the reporting level requirement applicable as of the end of each reporting period under this Agreement.
>
> > **a. Required Reporting.** In addition to the Project progress reports set out in Section 2.3, the Grantee shall provide reports pursuant to the reporting requirements specified in 09 N.C.A.C. 03M .0205(b) on an annual basis during the term of this Agreement.

Subsections **b. Filing of Reports, c. Copies Acceptable, and d. Other Reports** remain unchanged.

7. **Section 6.4 Property** is deleted in its entirety and replaced with the following:

> **Section 6.4. Property.** Grantee shall retain ownership interests and rights in the network and in any property, materials, equipment, supplies, and facilities it constructs or purchases for the Project pursuant to this Agreement. Grantee agrees to abide by the property requirements set forth in 2 C.F.R. 200.311-316, as amended in applicable guidance or regulations issued by the U.S. Department of the Treasury or other federal agency after the Effective Date of this Agreement, including

SLFRF and CPF Supplementary Broadband Guidance dated May 17, 2023, located at https://home.treasury.gov/system/files/136/SLFRF-and-CPF-Supplementary-Broadband-Guidance.pdf.

8. **Section 6.19. Affordable Connectivity Program** is deleted in its entirety and replaced with the following:

> **Section 6.19. Affordable Connectivity Program.** The Grantee must participate in the Federal Communications Commission's Affordable Connectivity Program ("ACP") until the end of the program.

9. The name and contact information for NCDIT's Legal Counsel in **Section 8.13. Notices** are amended as follows:

> Christina Strickland, Chief Deputy General Counsel
> christina.strickland@nc.gov

All other contact information remains unchanged.

10. The title of **Exhibit A NCDIT Disclosures** is replaced with **Exhibit A County and NCDIT Disclosures**. Exhibit A remains unchanged other than the title of the document.

11. **Exhibit B Scope of Services** is deleted in its entirety and replaced with Exhibit B attached to this Amendment 2. The Exhibit B attached to this Amendment 2 supersedes all previous documents labeled as Exhibit B for this Grant Agreement.

12. In **Exhibit F Payment Process**, below "6. A request for budget changes must be approved prior to submitting a reimbursement request. If a grantee's budget has changed and does not match the Grant Agreement and the budget in the EBS Portal, the reimbursement request will be rejected in the NCDIT," the following paragraph is added:

> In lieu of submitting the above documentation, the Grantee may propose an alternative method for reimbursement. Such submissions will be considered on a case-by-case basis by NCDIT. The alternative method for reimbursement must obtain written approval by NCDIT before the Grantee can use the alternative method for reimbursement. Regardless of the method for reimbursement, the Grantee must still give full access to records upon request pursuant to Section 5.5. Access to Persons and Records and Section 8.11. Subcontracting.

13. **Exhibit I Mapping Files** is deleted in its entirety and replaced with Exhibit I attached to this Amendment 2. The Exhibit I attached to this Amendment 2 supersedes all previous documents labeled as Exhibit I for this Grant Agreement.

In Witness Whereof, the Parties shall execute this Amendment 2 by their respective authorized signatories within 30 days of receipt of this Amendment.

French Broad Electric Membership Corp.

Signature	_____
Printed Name	_____
Title	_____
Date	_____

Madison County

Signature	Michael L Garrison
Printed Name	Michael L. Garrison
Title	Chairman BOC
Date	4/14/26

North Carolina Department of Information Technology

Signature	_____
Printed Name	Annette Taylor
Title	Deputy Secretary for the Division of Broadband and Digital Opportunity, NC Department of Information Technology
Date	_____

Exhibit B
Scope of Services
Amendment 2

Grantee, French Broad Electric Membership Corp., Application # 1000013401 (Madison County), will carry out the terms of this contract as follows:

1. Scope of the Project

The Grantee shall deploy infrastructure to the approved Locations required by this Agreement and, upon completion of construction, shall offer to those Locations the minimum download and upload speeds identified in the Grantee's application as the base speed multiplier. The base speed multiplier chosen by the applicant is the minimum speed made available to all Locations in the Project and must be scalable to 100 Mbps symmetrical by December 31, 2026.

2. Project Budget

The proposed budget attached as page 2 to this Exhibit and the budget information submitted in EBS by the Grantee is incorporated herein by reference and approved by NCDIT. Any changes to the project budget must be made in compliance with Section 2.5 of this Agreement. A change of 10% or more constitutes a Material Change and an Amendment to this Agreement is required. A change of less than 10% constitutes a Project Change and the criteria of Section 2.5.b. must be met, approved, and attached as a supplement to this Exhibit.

Project Expenses	GREAT Award (ARPA)	Matching Amount (ISP Fund)	Total
Easements			
Materials	$618,073.25	$109,071.75	$727,145.00
Construction/Installation	$1,742,989.52	$307,586.38	$2,050,575.90
Testing			
Engineering	$33,572.02	$5,924.48	$39,496.50
Lease/Collocation Fees (one-time fees)			
Other			
Other			
Other			
Total	**$2,394,634.79**	**$422,582.61**	**$2,817,217.40**
Match Percentage	**85%**	**15%**	**100%**

3. GREAT Award and Matching Funds

The GREAT Award amount in paragraph 2 above and as stated in Section 2.2 of this Agreement is incorporated herein.

Any third-party match shall not exceed 50% of the Grantee's Match Amount. Such amount shall be set out in Exhibit J or a separate two-party agreement.

4. Locations

The Grantee must make broadband service available to all households and businesses approved for this Project. The household and business locations represent address-level locations submitted in the GREAT Grant Program Application and any adjustments due to the protest process or ineligible locations, as required by NCDIT. A data file of locations approved by NCDIT for this Project is reflected within Exhibit I. Broadband deployments must make broadband service available to the total number of locations outlined in the table below.

Households:	433
Businesses:	30
Total Locations:	463

Exhibit I
Mapping Files
Amendment 2

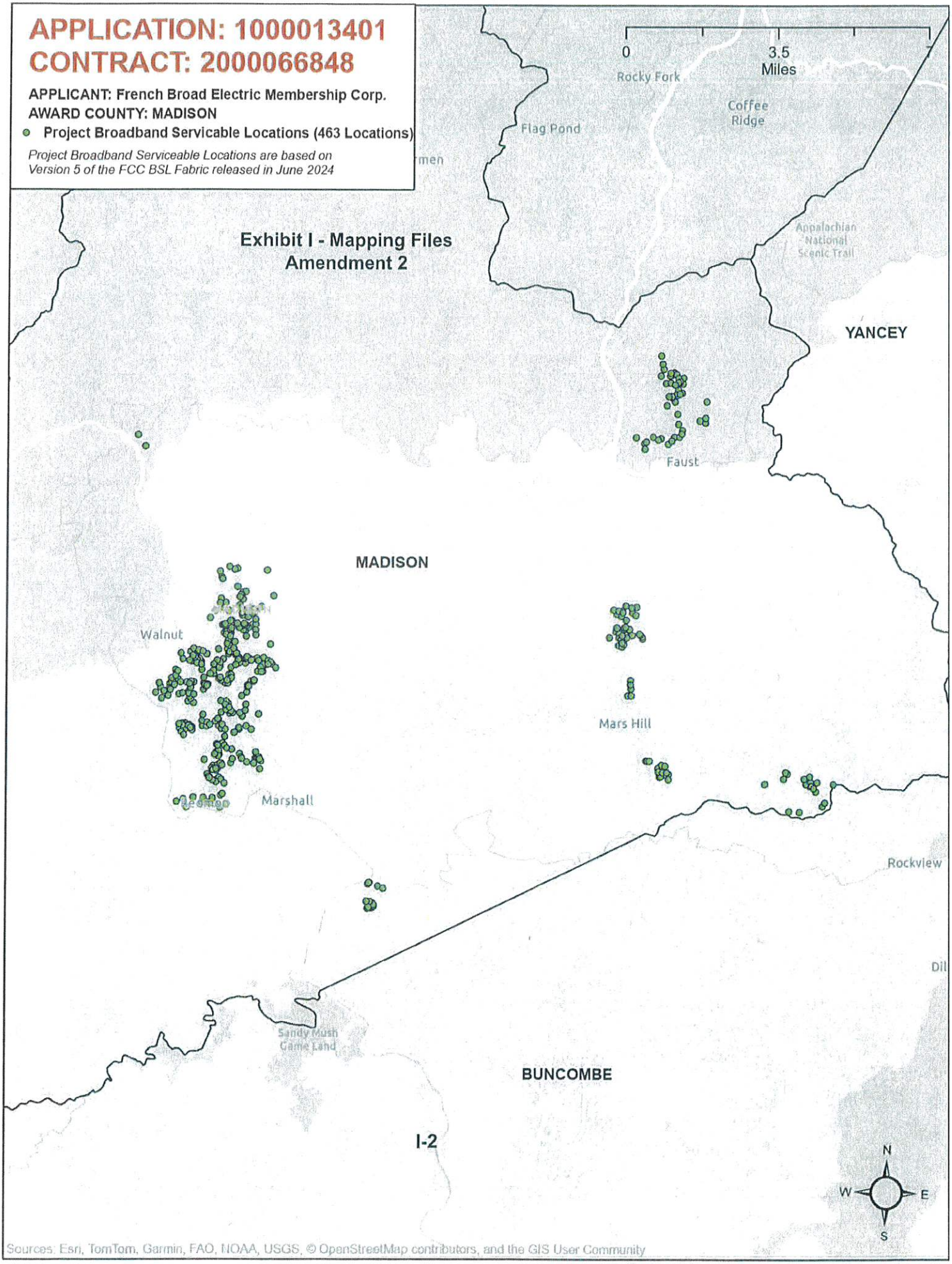
Location Data Requirements (using FCC BDC Fabric Version 5)

The Grantee must make broadband service available to all households and businesses approved for this Project. The household and business locations represent address-level locations submitted in the GREAT Grant Program Application and any adjustments due to the protest process or ineligible locations as required by NCDIT.

The amended data file listing the locations submitted by the Grantee and approved by NCDIT for this Project using the AddressNC statewide address data has been **matched to Version 5 of the Broadband Data Collection (BDC) Fabric published by the Federal Communications Commission (FCC)** and is now considered part of this Grant Agreement and is incorporated herein by reference. A copy of this data file listing these final locations is provided to the Grantee as an Excel file in the Agreement section of the Enterprise Business Services (EBS) on-line portal with the following naming structure:
(FrenchBroadEMC_2000066848_Madison_BSLv5_GREAT_revised.xlsx).

The amendment data file identifies the Broadband Serviceable Locations (BSLs) that correspond to the original AddressNC-defined project areas. It includes the Location IDs from the CostQuest BSL dataset (Version 5) and the unit count for each location. These BSLs can be mapped by joining the Location IDs in the file to a local copy of the BSL fabric. Additional fields in the file provide key project details, such as the provider, county, application ID, maximum download/upload speeds, technology type, and **a column to confirm whether broadband access is available upon the deployment of infrastructure as a result of this project.**

A map of the locations is also included in this Exhibit.


APPLICATION: 1000013401
CONTRACT: 2000066848
APPLICANT: French Broad Electric Membership Corp.
AWARD COUNTY: MADISON
Project Broadband Servicable Locations (463 Locations)
Project Broadband Serviceable Locations are based on Version 5 of the FCC BSL Fabric released in June 2024
Exhibit I - Mapping Files
Amendment 2
0
3.5
Miles
Rocky Fork
Coffee Ridge
Flag Pond
Appalachian National Scenic Trail
YANCEY
Faust
MADISON
Walnut
Mars Hill
Marshall
Rockview
Sandy Mush Game Land
BUNCOMBE
I-2
N
W
E
S
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Attachment 2.5

Letter of Intent – Communications Facility Co-Location

Facility Owner: Madison County
Facility Address: 241 Derringer Drive, Marshall, NC 28753
Parcel Identification Number (PIN): 9717006158

As a condition of approval for the construction and operation of a communications facility located on the above-referenced property, the undersigned Owner hereby submits this Letter of Intent and Certification in accordance with the applicable requirements of the Town of Marshall Unified Development Ordinance (UDO), including Sections 4-33 and 4-34.

1. Design and Structural Capacity for Co-Location
The Owner certifies that the communications facility shall be designed and constructed to provide for the co-location of a minimum of two (2) services. Prior to the issuance of any Special Use Permit, certification from a licensed professional engineer shall be provided verifying that the tower has the structural capacity to accommodate at least two (2) users.

2. Future Co-Locations and Fair Market Value
The Owner further certifies that future co-locations on the tower will be allowed and made available. Co-location opportunities shall be offered at fair market value. Fair market value shall be determined using commercially reasonable and industry-standard methods, which may include market comparison of similar facilities, independent appraisal, or other recognized valuation practices.

3. Governmental Co-Location Commitment
The Owner expressly agrees that the communications facility shall allow for co-locations operated by the Town of Marshall and other governmental jurisdictions within Madison County, subject to reasonable engineering, safety, and structural requirements.

4. Recording and Binding Effect
This Letter of Intent shall be recorded in the Office of the Madison County Register of Deeds. Upon recording, this instrument shall run with the land and shall be binding upon the Owner and all subsequent owners, successors, and assigns of the communications facility and the property upon which it is located.

This Letter of Intent is executed voluntarily and with the understanding that it is a condition of permit approval and continued compliance for the communications facility.

By: Michael Garrison
Michael Garrison
Chairman
Madison County Board of Commissioners

State of North Carolina
County of Madison

I, Kay A Lockford, a Notary Public of said County and State, certify that Michael Garrison personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14 day of April, 2026

Kay A Lockford
Notary Public
My Commission Expires: 17 Dec 29

Attachment 2.6

Madison County Transit Authority (MCTA)

Equal Employment Opportunity (EEO)

Policy & Complaint Procedure

Madison County Transit Authority (MCTA)

Equal Employment Opportunity (EEO)

Policy & Complaint Procedure

Table of Contents

Policy Statement.....3

Scope.....3

Prohibited Contact.....3

Responsibility.....3

Complaint Procedure.....3

Protection Against Retaliation.....4

External Filing Options.....4

EEO Violation /Response Process "Internal"....4

Corrective Action.....5

Training or Policy Updates.....5

Documentation & Record Keeping.....5

EEO Complaint Form.....5

Record Keeping Note.....6

Investigative.....7

Resolution of Adoption.....8

1. Policy Statement:

- Madison County Transit Authority (MCTA) is committed to providing **equal employment opportunity** (**EEO**) to all employees and applicants. MCTA prohibits discrimination and harassment in all employment practices, including recruitment, hiring, promotion, compensation, benefits, training, discipline, and termination.
- MCTA does not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age (40 or older), disability, genetic information, or any other status protected by federal, state, or local law.

2. Scope:

- This policy applies to all employees, applicants, contractors, volunteers, and any individuals conducting business with MCTA.

3. Prohibited Conduct:

- Prohibited conduct includes, but is not limited to:
- Discrimination in hiring, promotion, or compensation
- Harassment, including sexual harassment
- Retaliation against individuals who report discrimination or participate in investigations
- reating a hostile work environment

4. Responsibility:

- Management: Ensure compliance with this policy and take immediate corrective action when violations occur.
- Supervisors: Report complaints promptly and cooperate with investigations.
- Employees: Treat others respectfully and report violations.

5. Complaint Procedure:

- Employees or applicants who believe they have experienced discrimination or harassment should report the incident as soon as possible. Initial Contact: If you believe you have experienced discrimination, you should first contact the Title VI Coordinator or the appropriate EEO office in Madison County. **The number to contact would be: 1-800-669-4000 for help.**

Step 1: Report the Complaint

- Complaints may be submitted to:
- Immediate supervisor
- Human Resources (HR)
- EEO Officer (if designated)
- Reports may be made verbally or in writing using the official complaint form.

Step 2: Acknowledgment

- MCTA will acknowledge receipt of the complaint within five (5) business days.

Step 3: Investigation

- A prompt, thorough, and impartial investigation will be conducted.
- All parties will be given an opportunity to provide information.
- Confidentiality will be maintained to the extent possible.

Step 4: Determination

- Findings will be documented.
- Appropriate corrective action will be taken if a violation is found.

Step 5: Resolution

- The complainant will be informed of the outcome.
- Actions may include discipline, training, or policy changes.

6. Protection Against Retaliation

- MCTA strictly prohibits retaliation against any individual who reports discrimination, participates in an investigation, or opposes unlawful practices.

7. External Filing Options

- Individuals may also file complaints with:
- U.S. Equal Employment Opportunity Commission (EEOC)
- State or local human rights agencies

8. EEO Violation Response Process (Internal)

- Receive Complaint
- Log complaint and assign case number.
- Initial Review
- Determine if allegations fall under EEO policy.

- Assign Investigator
- Neutral and trained individual.
- Conduct Investigation
- Interview complainant, respondent, and witnesses
- Review documents and evidence
- Analyze Findings
- Determine if policy violation occurred

9. Corrective Action

- Discipline (warning, suspension, termination)

10. Training or Policy Updates

11. Documentation & Recordkeeping

- Maintain records securely
- Close Case
- Provide summary and outcome

12. EEO Complaint Form

- **Madison County Transit Authority**

  Confidential EEO Complaint Form

1. Complainant Information

- Name: _____
- Address: _____
- Phone: _____
- Email: _____

2. Employment Information

- Job Title: _____
- Department: _____
- Supervisor: _____

3. Respondent Information (Person Complaint Is Against)

- Name: _____
- Job Title: _____

4. Type of Complaint (Check all that apply) ☐ Race ☐ Color ☐ Religion ☐ Sex ☐ Sexual Harassment ☐ National Origin ☐ Age ☐ Disability ☐ Genetic Information ☐ Retaliation ☐ Other: _____

5. Description of Incident(s) (Include dates, times, locations, and details)

6. Witnesses (if any)

- Name / Contact Info:

7. Previous Reporting Have you reported this issue before? ☐ Yes ☐ No If yes, to whom and when?

8. Desired Resolution

9. Certification I certify that the information provided is true and complete to the best of my knowledge.

Signature: _____ Date: _____

Submission Instructions

Submit this form to:

Human Resources Department

EEO Officer

Or designated reporting channel

- Forms may be submitted in person, by email, or through secure internal systems.

13. Record Keeping Note

- All complaints will be handled confidentially and maintained according to applicable record retention laws.

14. Investigation Templates

1. Intake Checklist

- Date complaint received: _____
- Case number: _____

- Method of complaint (verbal/written): _____
- Complainant contacted (Y/N): _____
- Immediate risk assessment completed (Y/N): _____

2. Investigation Plan Template

- Investigator Name: _____
- Allegation Summary:
- Policies Potentially Violated:
- Witnesses to Interview:
- Evidence to Review:
- Estimated Timeline:

3. Interview Notes Template

- Interviewee Name: _____ Date: _____
  Interviewer: _____

Questions & Responses:

Key Facts Identified:

4. Findings Report Template

Case Number: _____

- Findings Summary:
- Evidence Reviewed:
- Findings of Fact:
- Conclusion (Violation/No Violation):
- Recommended Action:

5. Corrective Action Log

- Employee Name: _____
- Action Taken: _____
- Date: _____
- Follow-up Required: _____

6. Case Closure Summary

- Case Number: _____
- Date Closed: _____
- Outcome Summary:
- Notification Sent (Y/N): _____

RESOLUTION OF ADOPTION

Adopted by the Madison County Board of Commissioners on this 14 day of April, 20 .

Mike Garrison
Chairman, Board of Commissioners

Clerk to the Board

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI USE
Approve
Date:

Attachment 2.7

Date of Request: February 15, 2026

County: Madison County
Address: 107 Elizabeth Lane
LEA: Madison County Schools
Address: 5738 US 25/70 Hwy., Marshall, NC 28753

Contact Person: Michael Wallin
Title: Finance Officer
Phone: 828-649-9276 ext. 10121
Email: mwallin@madisonk12.net

Project Title: Mars Hill Elementary Mini Split for 5th Grade Building
Project Address: 200 School House Lane
Mars Hill, NC 28754
Type of Facility: School Building

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Replacing AC/Heat unit in 5th Grade Building at Mars Hill Elementary School

Estimated Start Date: 2/2/2026 Estimated Completion Date: 3/1/2026

Estimated Costs:

Planning and Design Services	$
New Construction – Facility Enlargement	$
New Construction – Addition(s)	$
Existing Construction – Facility Improvements	$
Existing Construction – Facility Repairs	$ 5,251.00
Existing Construction – Facility Renovations	$
TOTAL	$ 5,251.00

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $ 5,251.00 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

Michael J Garrison — 4/14/26
(Signature – Chair, County Commissioners) (Date)

Karen Bleven — 3/11/26
(Signature – Chair, Board of Education) (Date)

PRINT FORM

Form Date: March 12, 2024

CLEAR FORM

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI USE ONLY
Approved By:
Date:

Date of Request: January 30, 2026

County: Madison County
Address: 107 Elizabeth Lane, Marshall, NC 28753
LEA: Madison County Schools
Address: 5738 US 25/70 Hwy., Marshall, NC 28753

Contact Person: Michael Wallin
Title: Finance Officer
Phone: 828-649-9276 ext. 10121
Email: mwallin@madisonk12.net

Project Title: New Flooring for Brush Creek Elementary School Office Rooms
Project Address: 265 Upper Brush Creek Rd.
Marshall, NC 28753
Type of Facility: School Building

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Removing and installing new flooring in the office area rooms at Brush Creek Elementary School.

Estimated Costs:

Planning and Design Services	$
New Construction – Facility Enlargement	$
New Construction – Addition(s)	$
Existing Construction – Facility Improvements	$
Existing Construction – Facility Repairs	$ 15,540.45
Existing Construction – Facility Renovations	$
TOTAL	$ 15,540.45

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $ 15,540.45 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

Michael J. Garrou — 4/14/26
(Signature – Chair, County Commissioners) (Date)

Karen Blevins — 2/4/26
(Signature – Chair, Board of Education) (Date)

PRINT FORM CLEAR FORM

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI USE ONLY
Approved By:
Date:

Date of Request: January 30, 2026

County: Madison County
Address: 107 Elizabeth Lane, Marshall, NC 28753
LEA: Madison County Schools
Address: 5738 US 25/70 Hwy., Marshall, NC 28753

Contact Person: Michael Wallin
Title: Finance Officer
Phone: 828-649-9276 ext. 10121
Email: mwallin@madisonk12.net

Project Title: Install Fiber to Classrooms at Madison High School
Project Address: 5740 US 25/70 Hwy.
Marshall, NC 28753
Type of Facility: School Building

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): This will be installing fiber to additional classrooms at Madison High School to improve the access to these rooms. .

Estimated Costs:

Planning and Design Services	$
New Construction – Facility Enlargement	$
New Construction – Addition(s)	$
Existing Construction – Facility Improvements	$
Existing Construction – Facility Repairs	$
Existing Construction – Facility Renovations	$ 6,675
TOTAL	$ 6,675

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $ 6,675 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

Michael S Harris — 4/14/26
(Signature – Chair, County Commissioners) (Date)

Karen Blevins — 2/4/26
(Signature – Chair, Board of Education) (Date)

PRINT FORM CLEAR FORM

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI USE ONLY
Approved By:
Date:

Date of Request: January 30, 2026

County: Madison County
Address: 107 Elizabeth Lane, Marshall, NC 28753
LEA: Madison County Schools
Address: 5738 US 25/70 Hwy., Marshall, NC 28753

Contact Person: Michael Wallin
Title: Finance Officer
Phone: 828-649-9276 ext. 10121
Email: mwallin@madisonk12.net

Project Title: 6 Mini Splits for Madison High School Classrooms
Project Address: 5740 US 26/70 Hwy.
Marshall, NC 28753
Type of Facility: School Building

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Replace 6 units with Mini Splits at Madison High School to be able to heat and cool the classrooms properly.

Estimated Costs:

Planning and Design Services	$
New Construction – Facility Enlargement	$
New Construction – Addition(s)	$
Existing Construction – Facility Improvements	$
Existing Construction – Facility Repairs	$ 31,856.90
Existing Construction – Facility Renovations	$
TOTAL	$ 31,856.90

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $ 31,856.90 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

Michael Gorrell — 4/14/26
(Signature – Chair, County Commissioners) (Date)

Karen Blevins — 2/4/26
(Signature – Chair, Board of Education) (Date)

PRINT FORM CLEAR FORM

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI USE ONLY
Approved By:
Date:

Date of Request: March 18, 2026

County: Madison County
Address: 107 Elizebeth Lane, Marshall, NC 28753
LEA: Madison County Schools
Address: 5736 US 25/70 Hwy., Marshall, NC 28753

Contact Person: Michael Wallin
Title: Finance Officer
Phone: 828-649-9276 ext. 10121
Email: mwallin@madisonk12.net

Project Title: 3 Mini Splits for Madison High School Masonry Classrooms
Project Address: 5740 US 25/70 Hwy.
Marshall, NC 28753
Type of Facility: School Building

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (Include est. start/end dates): Replace 3 units with Mini Splits at Madison High School Masonry Classroom to be able to heat and cool the classroom properly.

Estimated Costs:

Planning and Design Services	$
New Construction – Facility Enlargement	$
New Construction – Addition(s)	$
Existing Construction – Facility Improvements	$
Existing Construction – Facility Repairs	$ 18,210.04
Existing Construction – Facility Renovations	$
TOTAL	$ 18,210.04

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $ 18,210.04 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

Michael Harris — 4/14/26
(Signature – Chair, County Commissioners) (Date)

Karen Blevins — 3-18-26
(Signature – Chair, Board of Education) (Date)

PRINT FORM CLEAR FORM

Madison County Public Safety Board

Article 1 – Name and Purpose

This organization shall be called **The Madison County Public Safety Board.**
The Board's purpose is to outline the objectives and tasks involved in executing and standardizing county public safety systems and procedures. Results and recommendations will be based on best practices, industry standards, and local requirements. Reviewing the public safety systems and processes will provide valuable insights and recommendations for improving the community's safety. The Public Safety Board is committed to conducting an impartial and thorough review to ensure that the community can access practical, efficient, and adequate public safety services. To this end, the Board shall:

1. Provide recommendations for enhancing the overall public safety of the community.
2. Evaluate current public safety systems and procedures.
3. Evaluate budget and spending plans.
4. Ensure compliance with legal and regulatory requirements.
5. Ensure the community has access to effective, efficient, and adequate safety services.
6. Review existing systems and procedures, including policies, protocols, and equipment.
7. Survey to gather input and feedback on the public safety systems and processes.
8. Review and analyze data on public safety incidents and outcomes.
9. Consult with public safety experts to collect best practices and industry standards.
10. Prepare and present reports summarizing findings and recommendations.

Article 2 – Members

Section 1

The Board consist of 11 voting and welcomes attendees (non-voting) members.

Voting Members

1. County Commissioner
2. Sheriff or designee
3. Two County Firefighters Association designees
4. Emergency Management Coordinator
5. Emergency Services Director or designee
6. Town of Hot Springs representative
7. Town of Marshall representative
8. Town of Mars Hill representative
9. Emergency Management / E-911 Director
10. E-911 Tele-Communicator
11. County Manager (Chair)

Attendees (non-voting):

- Law Enforcement Officers
- Fire Department Personnel
- EMS Personnel
- Public Safety Professionals
- Madison County Schools representatives
- Local Business owners
- County Finance Director

Section 2

Members shall serve without compensation for their services.

Section 3

The County Manager serves as the board chair with the vice chair appointed from one of the voting members by the voting members.

Section 4

Voting members serve as required by the organization represented.

Section 5

Voting members will appoint a secretary to capture and publish minutes.

Section 6

No member of the Board shall be financially vested, directly or indirectly, in any contract, sale, or transaction to which the County is a party and which comes before the Board for approval or any action pertaining to County Public Safety matters.

Section 7

Solicitation of products or political activities is prohibited while engaged in Board related activities.

Section 8

The Madison County Board of Commissioners will appoint municipality representation for a two year duration.

Section 9

The Madison County Firefighter's Association President will ensure his/her representation rotates equally between the county fire departments. Fire department designees serve on the board for six months.

Article 3 - Meetings

Section 1

The public safety board will convene at least quarterly with the meeting dates published annually.

Section 2

All meetings shall be open to the public per the Open Meeting Statutes.

Article 4 - Deliverables

Section 1

The Public Safety Board presents an annual update to the Madison County Board of Commissioners. The Madison County Public Safety Board Chairman or designee is responsible for delivering the annual report in conjunction with the April Public Safety Telecommunications Week.

Letter of Intent – Communications Facility Demolition Bond

Facility Owner: Madison County
Facility Address: 241 Derringer Drive, Marshall, NC 28753
Parcel Identification Number (PIN): 9717006158

As a condition of approval for the construction and operation of a communications facility located on the above-referenced property, the undersigned Owner hereby agrees to establish a demolition bond for 125% of the demolition cost at the time demolition is deemed necessary. Madison County submits this Letter of Demolition Intent to satisfy applicable requirements of the Town of Marshall Unified Development Ordinance (UDO), including Sections 4-33 and 4-34.

This Letter of Intent is executed voluntarily and with the understanding that it is a condition of permit approval and continued compliance for the communications facility.

By: Michael Garrison
Michael Garrison
Chairman
Madison County Board of Commissioners

State of North Carolina
County of Madison

I, Kary A. Ledford, a Notary Public of said County and State, certify that Michael Garrison personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14 day of April, 2026

Kary Ledford
Notary Public
My Commission Expires: HTDec29

Madison County Commissioners Meeting

Public Comment

April 14, 2026
7:00pm

Madison County Courthouse Temporary Facility

3 Minute Time Limit

----- Public Comment Sign-In Sheet -----

	Name	Signature
1.	Jimmy Rogers	
2.	MARY GIBSON	
3.	TAYLOR BROUSSARD	
4.		
5.		
6.		
7.		
8.		
9.		
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20.		

Attachment 4.1

PUBUC SAFETY TELECOMMUNICATOR WEEK
April 12-18, 2026
MADISON COUNTY BOARD OF COMMISSIONERS
PROCLAMATION

WHEREAS, emergencies that require law enforcement, fire, or emergency medical services can occur at any time; and

WHEREAS, as the initial first responder, public safety telecommunicators provide a continuous link from those in need to the emergency service providers who will respond to assist; and

WHEREAS, telecommunicators provide critical lifesaving information to the public that saves lives, reduces property damage and also works to ensure scene safety for those in our police, EMS, and fire department family; and

WHEREAS, the safety al our law enforcement officers, firefighters, and paramedics depends in part upon the quality and accuracy of information obtained by telecommunicators from people who contact the emergency communications center; and

WHEREAS, public safety telecommunicators are a lifeline for our law enforcement officers, firefighters, and paramedics, monitoring their activities by radio and providing them information to help ensure their safety; and

WMEREAS, each public safety telecommunicator exhibits compassion, understanding, and professionalism of his or her duties; and

WHEREAS, telecommunicators spend countless hours taking continuing education classes that keeps up each of their certifications and provides guidance in the ever changing world around them; and

WHEREAS, the county of Madison commends the many dedicated public safety telecommunicators whose ongoing contributions help keep our county and residents safe;

NOW, THEREFORE, the Madison County Board of Commissioners does hereby proclaim and recognize April 12-18, 2026, as "PUBLIC SAFETY TELECOMMUNICATOR WEEK" and calls upon all citizens, community agencies, faith groups, medical facilities, elected leaders, and businesses to increase their efforts to recognize and support our telecommunicators.

Michael Garrison, Chairman

ATTEST:

Mandy Bradley, Clerk

PROCLAMATION HONORING
FIREFIGHTER APPRECIATION WEEK
May 3-9, 2026

WHEREAS, firefighters are dedicated public servants who place themselves in harm's way to protect the lives, property, and well-being of our communities; and

WHEREAS, these brave men and women respond to emergencies with courage and professionalism, facing dangers such as fire, hazardous materials, medical crises, and natural disasters; and

WHEREAS, firefighters not only respond to emergencies but also work tirelessly to prevent them through education, training, community outreach, and fire safety programs; and

WHEREAS, we recognize the physical, mental, and emotional demands of this honorable profession, and express deep gratitude for the commitment and sacrifice of every firefighter, past and present; and

WHEREAS, it is fitting to dedicate a week to show appreciation for the heroism, dedication, and service of our firefighters and to honor their unwavering support of the communities they serve.

NOW, THEREFORE, the Madison County Board of Commissioners hereby proclaims May 3-9, 2026, as Firefighter Appreciation Week in Madison County, and encourages all citizens to join in recognizing and thanking our firefighters for their outstanding service and sacrifice.

Michael Garrison, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk
Board of Commissioners

Madison County
Board of Commissioners

Attachment 6.1

Budget Amendment #9
April 14, 2026

Description	Line Item	Debit	Credit
Tax Administration			
Late Listing	10.3100.1800		$ 5,000.00
2015 Ad Valorem	10.3100.2015		$ 930.00
2016 Ad Valorem	10.3100.2016	$ 500.00	
2017 Ad Valorem	10.3100.2017	$ 500.00	
2019 Ad Valorem	10.3100.2019	$ 2,000.00	
2020 Ad Valorem	10.3100.2020	$ 2,000.00	
2021 Ad Valorem	10.3100.2021	$ 10,000.00	
2022 Ad Valorem	10.3100.2022	$ 8,000.00	
2023 Ad Valorem	10.3100.2023		$ 20,000.00
2024 Ad Valorem	10.3100.2024		$ 20,000.00
Library			
Harry Ditmore Fund	10.3611.5900		$ 26.88
Library Dues	10.3611.4100		$ 189.85
Friends of the Library	10.3611.4420		$ 809.50
Childrens Programming	10.6110.5801	$ 309.50	
Books	10.6110.5610	$ 716.73	
Cooperative Extension			
Capital	10.4950.5100	$ 5,870.00	
Purchase of unit			
Finance			
Forest Service	10.3313.2400		$ 65,026.88
Interest	10.3831.4910		$ 20,000.00
Capital	10.4130.5100	$ 4,891.00	
Emergency Mgmt.			
Salaries	10.4330.1210		$ 12,000.00
Maintenance Equipment	10.4330.3520	$ 12,000.00	
Animal Control			
Adoption Fees	10.3438.1000		$ 2,000.00
Donations	10.3438.2000		$ 7,245.00
Misc Fees	10.3438.2500	$ 1,000.00	
Pet Supplies	10.4380.2670	$ 7,245.00	

Register of Deeds					
Transfer out of Automation	10.9900.0045			$	4,007.44
Computer Systems	10.4185.1990	$	4,007.44		
Maintenance					
Jail	10.4261.4100	$	20,000.00		
Opioid Settlement Fund					
Interest	37.3831.4910			$	711.94
Opioid Funds	37.3836.7000			$	24,968.27
Professional Services	37.6500.1990	$	25,530.21		
Training	37.6500.3950	$	150.00		
Inmate Trust Fund					
Inmate Deposits	14.3836.1100			$	75,000.00
Inmate Expenses	14.4310.1100	$	75,000.00		
Fairgrounds Fund					
Interest	43.3831.4910			$	479.22
Construction	43.5211.5180	$	479.22		
Courthouse Fund					
Interest	34.3831.4910			$	2,132.91
Interest FY25	34.3831.4910			$	7,624.11
Courthouse planning	34.5211.0100	$	9,757.02		
Education/Schools					
Forest Service	10.5911.6711	$	65,026.88		
Sales Tax					
1/4 cent sales tax	10.3232.3115			$	72,686.99
Education/Schools					
1/4 cent sales tax	10.5911.7200	$	72,686.99		
Contingency	10.7000.0000	$	13,169.00		

RESOLUTION OF THE MADISON COUNTY BOARD OF COMMISSIONERS TO OPT OUT OF PURCHASE OF PROPERTY FROM THE MADISON COUNTY BOARD OF EDUCATION

WHEREAS, the Madison County Board of Education (the "Board of Education") owns property (the "Property") located on Upper Brush Creek Road in Marshall as hereto included in the survey as "Attachment A"; and

WHEREAS, the Board of Education has determined the Property is no longer required for school purposes and the Madison County Board of Commissioners (the "Board of Commissioners") hereby opts out of purchasing the property pursuant to N.C. General Statutes § 115C-518; and

WHEREAS, the Board of Commissioners has determined that the County does not wish to acquire the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Madison County:

1. The Board of Commissioners hereby formally opts out of purchasing the property from the Madison County Board of Education.
2. The Board of Commissioners waives any further right to purchase the Property under N.C.G.S. § 115C-518 in this instance and authorizes the Board of Education to dispose of the Property by private or public sale, or other method permitted by law.

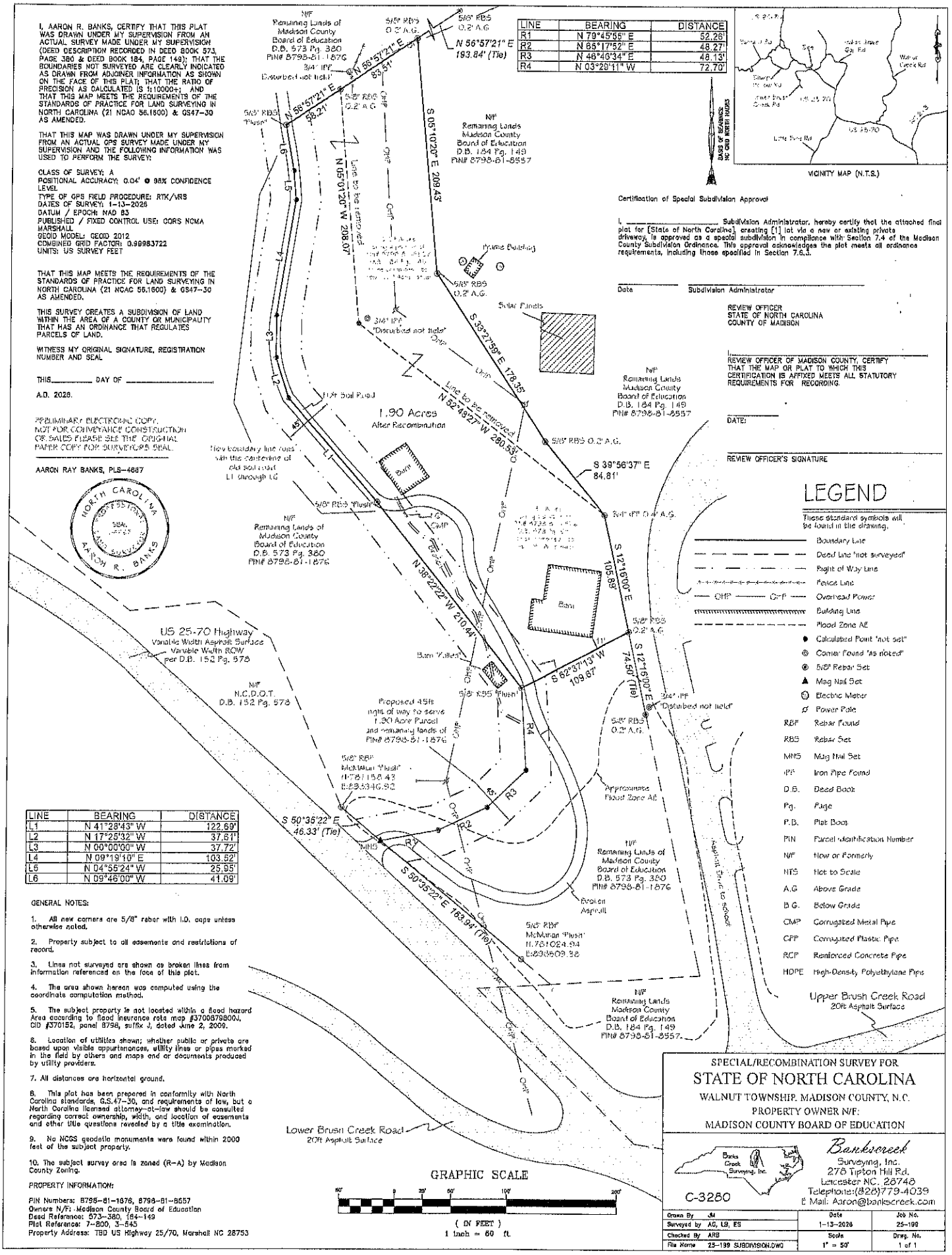
Adopted this 14th day of April 2026.

Michael Garrison
Chair, Board of Commissioners

ATTEST:

Mandy Bradley
Clerk to the Board

"ATTACHMENT A"



Attachment 7.5

Madison County Administration

PO Box 579
Marshall, NC 28753
(828) 649-2854
www.madisoncountync.org

April 14, 2026

Ms. Micheala Mitchell
Chief, Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
2704 Mail Center Service
Raleigh, NC 27699-2704

Dear Ms. Mitchell:

The Madison County Board of Commissioners fully supports AdventHealth Weaverville's Certificate of Need (CON) application to develop ninety-two (92) additional acute care beds at its approved hospital to be developed in Weaverville.

The expansion of acute care capacity at AdventHealth's Weaverville hospital is particularly important for residents of Madison County and surrounding rural communities. Madison County does not have an acute care hospital, requiring residents to travel to Buncombe County to access hospital-based services. In a rural, mountainous region, travel for healthcare can be challenging due to winding roads, steep terrain, and weather conditions that frequently complicate access, particularly during winter storms or periods of heavy rainfall. In emergency situations, delays in reaching care can significantly affect patient outcomes.

These challenges are further compounded by ongoing concerns related to capacity and reliability at the region's existing hospital. Recent and repeated findings of Immediate Jeopardy associated with the existing hospital's emergency department are deeply concerning and highlight the risks of relying on a single, overburdened facility to serve both Buncombe County and surrounding rural counties. For Madison County residents, who already face longer travel times to reach care, the availability of a dependable alternative is essential.

The proposed addition of ninety-two (92) acute care beds in Weaverville is not merely an expansion of capacity. It represents a critical step toward improving healthcare accessibility across Western North Carolina by strengthening inpatient and emergency services at a second hospital campus. Strategically located to serve as a gateway to many rural communities, the Weaverville hospital will improve access to essential services, including higher-acuity care and advanced treatments that are often difficult for rural residents to obtain.

Expanding access is not only about relieving pressure on existing infrastructure. It is about building a healthcare system that serves all residents equitably, including those in rural and underserved areas. By fostering competition, this project promotes innovation, improves service quality, and helps ensure that patients receive timely and appropriate care in a more balanced and resilient healthcare system.

The Madison County Board of Commissioners is confident that AdventHealth's proposal will strengthen the healthcare landscape in Western North Carolina and contribute to the health, safety, and economic vitality of our communities. For these reasons, we respectfully urge the Division of Health Service Regulation to approve AdventHealth's CON application to develop 92 additional acute care beds at its Weaverville hospital.

With regards,

Michael Garrison, Chairman
Madison County Board of Commissioners