

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, March 12, 2019 at 7:00 p.m. at the Madison Campus of AB Tech, 4646 Hwy 25-70 Marshall, North Carolina.

In attendance were Chairman Norris Gentry; Commissioners Matt Wechtel, and Craig Goforth; County Manager Forrest Gilliam; County Attorney Donny Laws; Clerk Mandy Bradley.

The meeting was called to order at 7:00 p.m. by Chairman Gentry.

Agenda Item 1: Agenda Approval

Chairman Gentry called for agenda approval. County Manager Forrest Gilliam recommended that Item 8c be deleted and public comment be moved to Item 8. Chairman Gentry moved to amend the agenda. The motion was seconded by Commissioner Wechtel and unanimously approved by the board.

Agenda Item 2: Approval of February 12, 2019 (Special) Minutes, February 12, 2019 (Regular) Minutes, and February 26, 2019 (Special) Minutes

No changes to the minutes were made. Commissioner Wechtel made a motion to accept the minutes as submitted. The motion was seconded by Commissioner Goforth and unanimously approved by the board.

Agenda Item 3: Public Comment

Public Comment moved to Item 8.

Agenda Item 4: Norris Gentry, Board of Commissioner Chairman

Chairman Gentry discussed with the board the Resolution Altering the Regular Meeting Schedule to move the April 9, 2019 meeting to April 2, 2019 in order allow for full Commissioner attendance. Chairman Gentry moved to move the April meeting from April 9 to April 2. The motion was seconded by Commissioner Wechtel and unanimously approved by the board. (Attachment 4.1)

Agenda Item 5: Lee Hoffman, Richard L. Hoffman Foundation

Mr. Hoffman presented information from the Richard L. Hoffman Foundation and discussed with the board the Bailey Mountain Update as well as the acquisition of the Smith Farm which connects to the Bailey Mountain property.

Agenda Item 6: Kathy Ray, Board of Elections Director

Dr. Ray discussed with the board the voting equipment purchase update. She presented the approval from the NC State Board of Elections to purchase the DS 200 paper tabulators. She requested that the board approve the purchase. County Attorney Donny Laws requested that the normal addendum be

added on to the contract which Chairman Gentry noted. Chairman Gentry called for a motion to approve the contract. Commissioner Goforth made a motion to approve. The motion was seconded by Commissioner Wechtel and unanimously approved by the board. (Attachment 6.1)

Agenda Item 7: Brooke Smith, Human Resources Director

Ms. Smith presented on behalf of the interview team that Cade Hooker and John Wydro be employed as 911 Telecommunicators in the Emergency Services Department. Commissioner Goforth moved to accept. The motion was seconded by Commissioner Wechtel and unanimously approved by the board.

Also, on behalf of the interview team, Ms. Smith recommended that Luther Roberts be hired as the Recycled Truck Driver and Assistant in the Solid Waste Department. Commissioner Wechtel moved to accept. The motion was seconded by Commissioner Goforth and approved unanimously by the board.

Agenda Item 8: Forrest Gilliam, County Manager

a. Financial Report

Mr. Gilliam discussed the Financial report for February 2019 with the board. (Attachment 8.1)

b. Budget Amendment

Budget Amendment #11 was discussed with the board by Mr. Gilliam. Chairman Gentry requested to entertain a motion to approve Budget Amendment #11 dated 12 March of 2019. Commissioner Wechtel made a motion to approve Budget Amendment #11. The motion was seconded by Commissioner Goforth and unanimously approved by the board. (Attachment 8.2)

c. Tax Releases and Refunds

Item 8c deleted from the Agenda.

d. County Manager Update

Mr. Gilliam welcomed Terry Bellamy as the Director of Economic Development.

The Emergency Services update was discussed with the board by Mr. Gilliam. He stated that Caleb Dispenza who is now serving as the Emergency Services Director will be over 911 and supervising the Emergency Management Coordinator, Lewis Roberts who will start his new role on April 1, 2019. The two will be working together planning grants as well as long term planning.

Mr. Gilliam reported that Phillip Presnell the IT Director has moved on from his position and there is work being done to fill this position. He noted that Mr. Presnell had worked to build a new website and had saved the county a substantial amount of money during his time in the position.

Discussed with the board by Mr. Gilliam was the Grant from the Department of Environmental Quality that was awarded to the Town of Hot Springs. This grant will be used to update the Hot Springs water system.

e. Surplus Property

Mr. Gilliam discussed Surplus Property with the board. Ivy Way, Lot 201 at Wolf Laurel Estates was presented. Previously, the property received a \$500.00 bid. The bid was advertised for upset and was before the board again to be finalized. The board had the option to vote to accept, deny, or counter the offer. Commissioner Wechtel asked if the board would like to counter the offer. Commissioner Goforth made a motion to counter the offer at \$1,500.00. The motion was seconded by Commissioner Wechtel and unanimously approved by the board. (Attachment 8.5)

Public Comment

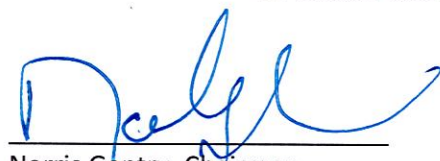
Peter Fland-Mr. Fland discussed planning documents and how they relate to the proposed asphalt plant.
Andy Carlson-Mr. Carlson spoke regarding the proposed asphalt plant.
Jeannie Blethen-Ms. Blethen spoke regarding the proposed asphalt plant.
Liz Gullum-Ms. Gullum discussed traffic safety in Madison County.
Paul Gurewitz-Mr. Gurewitz spoke regarding public comment period and the proposed asphalt plant.
Ann Harold-Ms. Harold spoke regarding real estate values and the proposed asphalt plant.
Veronica Gentry-Ms. Gentry spoke regarding the proposed asphalt plant.
Nancy Larkin-Ms. Larkin spoke regarding the proposed asphalt plant.
(Attachment)

Agenda Item 9: Adjournment

Chairman Gentry made a motion to adjourn the meeting. Commissioner Wechtel seconded the motion and the board voted unanimously to approve.

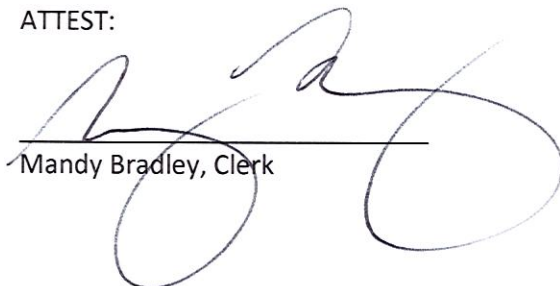
This the 12th day of March, 2019.

MADISON COUNTY



Norris Gentry, Chairman
Board of Commissioners

ATTEST:


Mandy Bradley, Clerk

**RESOLUTION ALTERING THE REGULAR MEETING SCHEDULE OF THE
MADISON COUNTY BOARD OF COMMISSIONERS**

THAT WHEREAS the Madison County Board of Commissioners, (hereinafter "Board") has heretofore adopted a Resolution which said Resolution is on file with the Clerk to the Board which establishes the regular monthly meetings of the Board to occur at 7:00 p.m. on the second (2nd) Tuesday of each consecutive month, with said meeting to be held in the auditorium of AB Tech, Madison Campus, located at 4646 US Hwy 25-70, Marshall, NC; and

WHEREAS it has become necessary to change the regular monthly meeting for April 2019 from 9 April, 2019 to 2 April, 2019 and it is incumbent upon the Board to follow the appropriate statutory procedure to alter its regular meetings which said procedure includes, without limitation, the following:

- 1- The adoption of a revised schedule of regular monthly meetings at least 7 days before the first (1st) meeting occurs under the revised schedule (NCGS §143-318.12(a)(4)).
- 2- The filing of the revised regular meeting schedule with the Clerk to the Board (NCGS §143-318.12(a)(2)).
- 3- The posting of the revised meeting schedule on the Board's website (NCGS §143-318.12(d)).
- 4- The posting of notice of the temporary change at or near the Board's regular meeting place (AB Tech) (NCGS §153A-40(a)).
- 5- Notification to all persons or entities that have requested information of the Board's meetings of the change.

NOW THEREFORE, be it **RESOLVED** by the Madison County Board of Commissioners as follows:

1- That the regular monthly meetings of the Board, commencing with the April, 2019 regular meeting shall be held on the second (2nd) Tuesday of each consecutive month with said meeting to be held in the auditorium of AB Tech, Madison Campus, located at 4646 US Hwy 25-70, Marshall, NC with the specific exception that the April, 2019 regular monthly meeting shall occur on 2 April, 2019 rather than 9 April, 2019. It is further resolved that the Clerk to the Board shall take the following actions:

- a- Immediately receive and file, within the Clerk's records, this Resolution.
- b- Immediately post this Resolution on the Board's website.
- c- Immediately post a copy of this Resolution at or near the Board's regular meeting place at AB Tech.
- d- Immediately notify all persons or entities that have requested information regarding the Board's meetings.

Resolved this the _____ day of _____, 2019. Signed this the _____ day of _____, 2019.

Chairman
Madison County Board of Commissioners

Attest:

Clerk
Madison County Board of Commissioners

CERTIFICATION

The undersigned Clerk to the Madison County Board of Commissioners does by execution hereof certify the foregoing to be a true and accurate copy of action taken by said Board as stated therein. WITNESS my hand and seal.

Clerk
Madison County Board of Commissioners

(SEAL)



NORTH CAROLINA

State Board of Elections

REQUEST FOR APPROVAL TO REPLACE VOTING SYSTEM

The Madison County Board of Elections ("Board"), having met on 12/11/2018 hereby seeks the approval of the State Board of Elections to replace its voting system, or a portion thereof.

In support of this request, this Board asserts:

- The Board witnessed a demonstration of the following voting systems.

Date and place of Demonstration 1	Madison County Administration Building, 5707 US 25-70 Hwy, Marshall, NC 28753 – Room 26 on July 14, 2014		
Type of voting system(s)	<input checked="" type="checkbox"/> Optical Scan <input type="checkbox"/> DRE <input type="checkbox"/> Ballot Marking <input type="checkbox"/> Ballot on Demand <input type="checkbox"/> Accessible <input checked="" type="checkbox"/> Vote Tabulation Software		
	Vendor	Elections Systems & Software	Model(s) DS200 Unity Version 3.4.1.1
Date and place of Demonstration 2	Benton Convention Center, 425 North Cherry Street, Winston-Salem, NC 27101 2018 - NCSBEE Conference, August 6, 2018		
Type of voting system(s)	Check all that apply:		
	<input checked="" type="checkbox"/> Optical Scan <input type="checkbox"/> DRE <input type="checkbox"/> Ballot Marking <input type="checkbox"/> Ballot on Demand <input type="checkbox"/> Accessible <input checked="" type="checkbox"/> Vote Tabulation Software		
	Vendor	Hart InterCivic	Model(s) VERITY

- Following the demonstration, our Board made a preliminary recommendation to acquire the following voting system(s):

DS200 Ballot Imager / Unity Software Version 3.4.1.1

- Our County tested the recommended voting system(s) in the 2014 General Election on 10/23-11/4, 2014 in 1 one-stop sites and 0 Election Day precincts. The testing was successful. *Agreement of Voting Systems Staff:* _____

WHEREFORE, the Madison County Board of Elections seeks approval to acquire following voting system (s):

DS200 Ballot Imager / Unity Software Version 3.4.1.1 - 18 units for full conversion to paper ballots
 (Note: Madison has successfully used the DS200/Unity software 3.4.1.1 in the office for all 2018 elections.)

SBE staff use only	
The proposed voting system replacement <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT approved.	
Approved by <u>[Signature]</u>	Date <u>2/21/19</u>

Sales Order Agreement

Payment Terms	<p>Credit on Account of \$18,204.92 will be applied towards Order Total.</p> <p>\$70,816.81 of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.</p> <p>Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.</p> <p>Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.</p>
Warranty Period (Years):	One (1) Year From Equipment Delivery
Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.	
SEE GENERAL TERMS AND CONDITIONS	

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one (1) year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any third party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery, Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. Warranty.

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software, or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. Disputes.

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

12. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable

requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. In addition, ES&S shall comply with the requirements set forth in the Election Systems Certification Program issued by the North Carolina State Board of Elections which are mandatory and effective as of the Effective Date and which are incorporated herein by this reference. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

In addition and in accordance with N.C.G.S.A. § 163A-1117, ES&S agrees to (i) operate a training program for qualification of county personnel under N.C.G.S.A. § 163-165 with training offered within the State of North Carolina and (ii) not dishonor warranties merely because the county is employing qualified personnel to maintain the voting system as long as the county:

- a. Pays the costs of the annual software licensing agreement for that county.
- b. Ensures that equipment (i) remains in full compliance with State certification requirements and (ii) remains in stock and supply available to the county for up to five years after the vendor discontinues distribution or sale of the equipment.
- c. Maintains a tracking record to record and timely report all hardware issues and all repairs and provides those records for review by the vendor and by the State Board.
- d. Provides that only parts provided by the vendor would be used to repair the vendor's equipment, contingent on (i) the county being able to purchase necessary parts in a timely manner from the vendor and (ii) the vendor providing the equipment at least at the lowest price at which it sells the equipment to any other customer in the United States.
- e. Accepts financial responsibility for expenses related to voting equipment failure during an election if the failure is caused solely by work of the county technician.

14. **Voting System Reviews.** In the event that the jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

- (i) Customer's pro-rata share of such Review costs;
- (ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and
- (iii) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

15. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-15 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT
SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term: Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration

services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in

its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes

beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

**Schedule A1
Pricing Summary**

Summary:		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$9,990.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$4,320.00
Total Maintenance Fees for the Initial Term:		\$14,310.00
Payment Terms:		
ES&S shall Invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.		
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the third anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
18	Model DS200 Scanner	Year 1	\$185.00	\$3,330.00
18	Model DS200 Scanner	Year 2	\$185.00	\$3,330.00
18	Model DS200 Scanner	Year 3	\$185.00	\$3,330.00
Total Hardware Maintenance Fees for the Initial Term				\$9,990.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: **Madison County, North Carolina**

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of ES&S Equipment.
5. Repair Services.

- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial Term: Expiration of the Warranty Period through the third anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
18	Model DS200 Scanner	Year 1	\$80.00	\$1,440.00
18	Model DS200 Scanner	Year 2	\$80.00	\$1,440.00
18	Model DS200 Scanner	Year 3	\$80.00	\$1,440.00
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$4,320.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

Madison County REQUEST TO ISSUE CHECK



Date: 21-Feb-19

It is requested that a check in the amount of: \$70,816.81

be issued to:

Issue Check To:	<u>Election Systems & Software</u>
Address:	<u>11208 John Galt Blvd</u>
City, State & Zip:	<u>Omaha, NE 68137-2364</u>
Additional Info:	

Description:

<u>Purchase of 18 DS200 Ballot Imagers</u>
--

Account Codes:	Account Name	Amount:
		<u>\$70,816.81</u>
<u>10.1232.0010</u>	<u>State Sales Tax</u>	
<u>10.1232.0020</u>	<u>Local Sales Tax</u>	
<u>10.1232.0030</u>	<u>2% Food Sales Tax</u>	
	TOTAL	<u><u>\$70,816.81</u></u>

Signature of Person Requesting Check

2/21/2019
Date

**MADISON COUNTY
MONTHLY FINANCIAL REPORT**

Bank balances at February 28, 2019 are as follows:

	Unrestricted	Restricted		
General Fund	\$ 1,824,892.91			
Debt Service Fund	\$ 204,147.47			
Capital Outlay Fund	\$ 325,926.41	(Includes funds for new voting machines)		
Capital Management	\$ 7,478,793.09			
Occupancy Tax Fund		\$ 54,267.80		
Revaluation Fund		\$ 447,386.14		
Tourism Development		\$ 435,616.93		
Automation Fund		\$ 153,351.12		
Drug Seizure Fund		\$ 11,692.56		
Inmate Trust Fund		\$ 7,493.09		
Soil & Water Conservation		\$ 80,519.12		
Total of All Accounts:	\$ 9,833,759.88	\$ 1,190,326.76		
New Jail Loan	\$ -			
Cooperative Extension Loan	\$ (55,317.00)			
School Debt Service	\$ -			
40-42 Set Aside for Schools	\$ (1,237,881.58)			
Unspent Grant/Restricted Proc	\$ (925,076.92)			
Medicaid Cost Settlement	\$ (578,082.22)			
Encumbered Amounts	\$ (2,635,286.19)			
Total Unassigned and Unrestricted Bank Balances	\$ 4,402,115.97			
	General	Landfill	911	Total
Unassigned and Unrestricted totals by Fund:	\$ 4,169,256.97	\$ 14,459.30	\$ 218,399.70	\$ 4,402,115.97

Notes:

Occupancy Tax Fund - Balance is low because every quarter you must give 97% of the receipts to the TDA and 3% to the county.

SUMMARIES:

General Fund	MTD	YTD		% OF BUDGET	YEAR TO DATE 2/18
Revenues to Date:	\$ 1,184,954.38	\$ 16,574,630.33		65.65	\$ 16,635,379.38
Expenditures to Date:	\$ 1,798,656.78	\$ 15,152,426.05	\$ 2,379,578.91	60.02	\$ 14,920,790.83
Gain/Loss to Date:	\$ (613,702.40)	\$ 1,422,204.28			\$ 1,714,588.55

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 2/18
Revenues to Date:	\$ 79,879.91	\$ 1,653,405.01		78.62	\$ 1,704,445.43
Expenditures to Date:	\$ 152,540.44	\$ 1,327,405.83	\$ 239,032.28	63.12	\$ 1,239,108.47
Gain/Loss to Date:	\$ (72,660.53)	\$ 325,999.18			\$ 465,336.96

Contingency

911 Emergency Telephone Services	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 2/18
Revenues	\$ 17,325.19	\$ 121,276.33		58.33	\$ 139,375.39
Expenditures	\$ 11,559.21	\$ 111,638.40	\$ 16,675.00	53.70	\$ 123,180.02
Gain/Loss	\$ 5,765.98	\$ 9,637.93			\$ 16,195.37

Contingency

Percentage of budget at February 28, 2019 is 66.67%

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE 2/18
Vehicle Tax	\$ 78,278.51	\$ 544,380.57	60.49	\$ 506,095.32
Overages/Underages	\$ 0.24	\$ 7.35		\$ (4.13)
Ad Valorem Tax Interest	\$ 11,020.30	\$ 64,395.24	32.20	\$ 179,495.93
Late Listing Fee	\$ 537.74	\$ 11,762.93	98.02	\$ 9,479.53
Legal Fees	\$ -	\$ -	-	\$ 1,490.00
2003 Ad Valorem Tax	\$ -	\$ -	-	\$ 274.47
2004 Ad Valorem Tax	\$ -	\$ 118.71	94.97	\$ 282.11
2005 Ad Valorem Tax	\$ -	\$ 97.13	97.13	\$ 479.75
2006 Ad Valorem Tax	\$ 73.78	\$ 218.10	145.40	\$ 360.16
2007 Ad Valorem Tax	\$ 53.47	\$ 1,003.18	100.32	\$ 928.49
2008 Ad Valorem Tax	\$ 171.90	\$ 2,008.93	29.77	\$ 10,254.28
2009 Ad Valorem Tax	\$ 5.81	\$ 2,469.85	30.87	\$ 16,051.86
2010 Ad Valorem Tax	\$ 38.11	\$ 1,774.25	11.83	\$ 23,794.69
2011 Ad Valorem Tax	\$ -	\$ 3,225.56	21.50	\$ 32,714.79
2012 Ad Valorem Tax	\$ 546.54	\$ 6,118.82	20.40	\$ 37,171.02
2013 Ad Valorem Tax	\$ 301.12	\$ 9,354.98	26.73	\$ 40,223.88
2014 Ad Valorem Tax	\$ 700.62	\$ 10,139.66	20.61	\$ 61,090.62
2015 Ad Valorem Tax	\$ 571.78	\$ 22,276.82	62.82	\$ 96,424.78
2016 Ad Valorem Tax	\$ 2,232.61	\$ 43,304.57	54.13	\$ 177,340.89
2017 Ad Valorem Tax	\$ 9,108.70	\$ 150,113.27	81.14	\$ 9,497,962.75
2018 Ad Valorem Tax	\$ 173,430.28	\$ 9,429,061.99	93.26	\$ 292.00
2019 Ad Valorem Tax	\$ 1,698.75	\$ 1,698.75		\$ -
Collection Fees: Marshall	\$ -	\$ 1.81	90.50	\$ 0.85
Collection Fees: Mars Hill	\$ -	\$ 0.10	20.00	\$ -
Collection Fees: Hot Springs				\$ 1.74
Sale of Tax Maps	\$ 55.00	\$ 438.00	109.50	\$ 268.75
Tax Office Copies				
Returned Check Fees	\$ -	\$ 471.26	47.13	\$ 1,606.93
Refunds/Overpayment of Tax	\$ (5,898.88)	\$ 6,639.16		\$ (10,822.89)
Contra: Returned Check	\$ 2,307.50	\$ (1,761.60)		\$ 132.12
Sale of Foreclosed Property	\$ -	\$ 221,425.95	99.67	\$ 12,010.00
Contra: Foreclosed Property E	\$ (1,774.92)	\$ (43,035.08)	103.91	\$ (4,367.41)
Sales Tax/Video Programming	\$ -	\$ -	-	\$ 4,185.28
Sales Tax	\$ 310,485.31	\$ 1,672,495.55	45.13	\$ 1,434,617.23
Gas Tax Refund/State	\$ 4,048.09	\$ 12,776.41	63.88	\$ 11,958.01
Payment In Lieu of Taxes	\$ 4,642.08	\$ 4,642.08	3.72	\$ 4,424.81
Forest Service Timber Sales	\$ -	\$ 743.44	100.00	\$ -
Clerk of Court	\$ 7,430.88	\$ 46,346.93	50.38	\$ 42,008.83
Board of Elections	\$ 3.00	\$ 193.41	67.86	\$ 12,605.25
Register of Deeds	\$ 18,182.00	\$ 196,549.75	63.00	\$ 206,012.25
Sheriff's Department	\$ 23,060.00	\$ 283,292.14	45.94	\$ 307,483.00
Emergency Management	\$ -	\$ 20,625.00	52.91	\$ 20,625.00
Inspections	\$ 17,969.00	\$ 107,185.06	65.16	\$ 107,084.00
Animal Control	\$ 1,742.00	\$ 14,372.28	65.33	\$ 15,441.00
Transportation	\$ 35,950.13	\$ 269,302.14	38.39	\$ 198,739.37
Cooperative Extension Service	\$ 1,425.00	\$ 3,275.00	86.18	\$ 2,155.00
Soil & Water Conservation	\$ 15,821.93	\$ 15,821.93	52.55	\$ 6,387.00
Grant Revenues/JCPC/DJJDP	\$ 6,563.00	\$ 83,384.63	27.70	\$ 122,090.73
Health Department	\$ 295,371.11	\$ 1,087,251.14	53.30	\$ 1,044,546.80
Medicaid Hold Harmless Tax	\$ -	\$ -	-	\$ -
Social Services	\$ 61,100.05	\$ 1,216,352.02	54.03	\$ 1,214,533.72

Department	MTD	YTD	% OF BUDGET	YEAR TO DATE 2/18
AFDC				\$ 31.03
Foster Care	\$ 62,515.12	\$ 561,044.62	52.05	\$ 693,862.00
Medicaid	\$ -	\$ 190.00	380.00	\$ 24.78
Adoption	\$ 1,485.00	\$ 7,305.00	8.94	\$ 21,150.00
Child Support Enforcement	\$ 1,628.61	\$ 56,011.33	44.85	\$ 81,952.54
In Home Aides	\$ 7,777.05	\$ 40,467.00	46.25	\$ 38,897.50
Beech Glen Center	\$ 1,008.00	\$ 5,785.00	57.85	\$ 5,991.47
Nutrition	\$ 15,493.52	\$ 95,573.81	55.45	\$ 85,641.52
Library	\$ 7,185.50	\$ 71,117.76	55.10	\$ 113,786.55
Parks & Recreation	\$ 1,300.00	\$ 7,960.00	93.54	\$ 5,445.00
Interest Earned	\$ 136.31	\$ 71,322.51	109.73	\$ 41,271.21
Rent of County Property	\$ 7,375.00	\$ 46,236.64	65.77	\$ 45,800.00
Finance/Other	\$ 104.73	\$ 6,476.19	52.87	\$ 5,289.73
Miscellaneous Income	\$ 1,693.00	\$ 82,821.30	107.04	\$ 47,485.03
Fund Transfer In				\$ 2,820.46
Transfer In - Fund 23 CDBG				
Totals	\$ 1,184,954.38	\$ 16,574,630.33	65.65	\$ 16,635,379.38

GENERAL FUND EXPENDITURES

Governing Body	\$ 8,305.32	\$ 73,322.88	\$ 3,973.50	69.83	\$ 139,046.99
Finance Office	\$ 36,498.77	\$ 338,577.95	\$ 12,111.50	61.74	\$ 391,271.07
Tax Collector	\$ 23,307.99	\$ 164,316.44	\$ 43,029.12	56.16	\$ 158,025.66
Tax Supervisor	\$ 13,390.36	\$ 113,856.72	\$ 499.74	45.77	\$ 154,852.21
Land Records	\$ -	\$ 19,412.34	\$ 156.00	99.20	\$ 38,435.62
Professional Services	\$ -	\$ -	\$ 40,000.00	-	\$ -
Court Facilities	\$ 250.00	\$ 7,579.65	\$ 10,694.00	38.09	\$ 6,558.68
Board of Elections	\$ 13,250.87	\$ 164,940.14	\$ 697.96	57.74	\$ 124,306.48
Register of Deeds	\$ 9,624.53	\$ 163,168.29	\$ 28,930.84	58.83	\$ 177,509.49
Register of Deeds- Automation	\$ -	\$ 11,000.00		100.00	\$ 11,000.00
Maintenance	\$ 48,431.22	\$ 288,699.61	\$ 194.83	71.75	\$ 200,394.40
Sheriff's Department	\$ 285,317.48	\$ 2,053,969.92	\$ 110,904.93	65.26	\$ 2,012,720.89
Emergency Management	\$ 3,849.56	\$ 33,066.20		46.99	\$ 39,627.03
911 Dispatchers	\$ 64,439.09	\$ 395,475.10	\$ 3,922.00	64.80	\$ 254,089.12
Fire Contract/Forest Service	\$ 11,260.06	\$ 37,449.66	\$ 55,707.34	40.20	\$ 38,457.98
Inspections	\$ 26,471.82	\$ 184,070.35	\$ 539.91	59.81	\$ 135,607.80
Economic Development	\$ -	\$ 10,527.56	\$ 39.00	7.71	\$ 67,193.75
Medical Examiner	\$ 1,950.00	\$ 9,550.00		95.50	\$ 3,750.00
Ambulance Service Contract	\$ 93,889.00	\$ 751,112.00	\$ 375,558.00	66.67	\$ 729,232.00
Animal Control	\$ 22,963.26	\$ 188,384.61	\$ 312.00	65.04	\$ 166,616.42
Transportation - Admin	\$ 8,313.50	\$ 63,554.36		50.38	\$ 65,394.60
Transportation - Operating	\$ 30,713.42	\$ 271,095.05	\$ 2,867.62	64.31	\$ 215,380.18
Transportation - Capital Outlay	\$ -	\$ -	\$ 254,017.00	-	\$ -
Transportation - EDTAP	\$ 776.33	\$ 5,264.45		10.33	\$ 10,473.74
Planning & Development	\$ -	\$ 71,588.01		40.32	\$ 69,576.00
Information Technology	\$ 16,138.82	\$ 113,670.13	\$ 117.00	61.61	\$ 117,190.62
Cooperative Extension	\$ 19,068.58	\$ 156,156.43		57.59	\$ 150,289.78
Soil & Water	\$ 9,915.55	\$ 83,262.62	\$ 78.00	66.03	\$ 79,891.48
Health Department	\$ 218,147.33	\$ 1,795,664.88	\$ 212,767.48	58.29	\$ 1,621,620.13

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 2/18
Smart Start	\$ 3,849.33	\$ 32,970.82		57.91	\$ 35,231.11
Management Admin.	\$ 12,290.67	\$ 67,790.44	\$ 26,965.64	16.19	\$ 109,751.76
Social Services	\$ 208,625.78	\$ 1,776,253.10	\$ 32,756.42	59.04	\$ 1,808,066.22
AFDC	\$ -	\$ 5,192.61		64.91	\$ 4,048.06
Special Assistance	\$ 9,373.50	\$ 85,454.00		47.09	\$ 104,110.50
State Foster Care	\$ 45,803.05	\$ 304,292.60		35.99	\$ 497,891.96
IV-E Foster Care	\$ 52,249.92	\$ 451,563.24		64.24	\$ 435,405.61
Medical Assistance Program	\$ -	\$ 80.00		2.67	\$ 660.00
Adoption Assistance	\$ 23,961.30	\$ 68,995.63	\$ 4,474.23	50.21	\$ 54,909.43
Crisis Intervention	\$ 27,457.30	\$ 140,044.57		48.88	\$ 162,599.77
Child Support	\$ 11,501.40	\$ 65,495.74	\$ 6,544.05	51.40	\$ 69,506.22
In Home Aides	\$ 13,577.97	\$ 126,420.00	\$ 78.00	62.05	\$ 143,582.03
Nutrition	\$ 25,543.81	\$ 217,706.26	\$ 17,793.99	59.38	\$ 227,442.48
Education	\$ 273,312.00	\$ 2,597,949.00	\$ 1,093,248.00	67.02	\$ 2,499,872.00
A-B Technical College	\$ 9,375.00	\$ 75,000.00	\$ 37,500.00	66.67	\$ 75,000.00
Bank Charges	\$ 1,023.03	\$ 12,370.76		103.09	\$ 11,313.61
Library	\$ 36,914.40	\$ 309,243.84	\$ 741.00	56.61	\$ 357,766.15
Parks & Recreation	\$ 8,025.46	\$ 73,583.42	\$ 78.00	66.41	\$ 64,262.17
Debt Services	\$ 69,500.00	\$ 1,003,940.67	\$ 2,281.81	83.73	\$ 909,667.00
Debt Services Interest	\$ -	\$ 169,344.00		98.84	\$ 168,372.17
Fund Transfer In/ Landfill & Lit	\$ -	\$ -		0.00	\$ 2,820.46
Fund Transfer Out/Revaluation					
TOTALS	\$ 1,798,656.78	\$ 15,152,426.05	\$ 2,379,578.91	60.02	\$ 14,920,790.83

LANDFILL FUND

REVENUES	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 2/18
Transfer From Fund Balance					
Landfill Miscellaneous Fees	\$ -	\$ 515.30		257.65	\$ 449.00
Returned Check Fees					
Surplus Property Proceeds					
State Tire Disposal Fee	\$ 7,463.82	\$ 15,537.70		77.69	\$ 14,338.60
Local Tire Disposal Fee	\$ 13.20	\$ 317.60		79.40	\$ 236.00
White Goods Tax	\$ -	\$ -		-	\$ 9,957.58
Sale of White Goods	\$ 3,293.21	\$ 14,895.16		93.09	\$ 9,519.86
Household Hazardous Waste	\$ -	\$ 626.50		52.21	\$ 711.87
Temporary Disposal Cards	\$ 3,230.00	\$ 18,742.50		78.09	\$ 15,060.00
Duplicate Disposal Cards	\$ 400.00	\$ 675.00		56.25	\$ 1,160.00
Landfill Disposal Cost Fees	\$ 2,746.90	\$ 59,808.35		49.84	\$ 72,433.71
Landfill Sale of Recyclables	\$ 2,948.24	\$ 30,750.44		51.25	\$ 40,622.15
Nuisance Tires	\$ -	\$ -		-	\$ -
Disposal Cards	\$ 51,191.54	\$ 1,453,459.14		91.41	\$ 1,496,393.70
Construction Demolition	\$ 2,837.89	\$ 42,310.02		70.52	\$ 23,142.67
Solid Waste Disposal Distributi	\$ 4,292.95	\$ 8,552.53		77.75	\$ 8,092.98
Grant/State	\$ -	\$ -		-	\$ -
Electronics Management	\$ 1,389.33	\$ 1,389.33		36.56	\$ 1,754.40
Electronics (County)	\$ 65.00	\$ 5,757.50		132.28	\$ 10,505.00
Interest	\$ 7.83	\$ 67.94			\$ 67.91
Totals	\$ 79,879.91	\$ 1,653,405.01	\$ -	78.62	\$ 1,704,445.43

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 2/18
Landfill	\$ 136,802.55	\$ 1,181,517.76	\$ 226,803.96	63.56	\$ 1,104,703.63
Recycling	\$ 11,875.87	\$ 128,048.07	\$ 4,004.71	59.40	\$ 122,473.51
Scrap Tires	\$ 3,662.82	\$ 17,610.64	\$ 8,223.61	61.79	\$ 11,701.24
White Goods	\$ 199.20	\$ 229.36		76.45	\$ 230.09
Closure/Post Closure					
Totals	\$ 152,540.44	\$ 1,327,405.83	\$ 239,032.28	63.12	\$ 1,239,108.47

**Madison County
Board of Commissioners**

**2019 Budget Amendment # 11
March 12, 2019**

Description	Line Item	Debit	Credit
Ad Valorem Taxes			
2006 Ad Valorem Taxes	10.3100.2006		\$ 100.00
2007 Ad Valorem Taxes	10.3100.2007		\$ 10.00
2010 Ad Valorem Taxes	10.3100.2010	\$ 160.00	
Sale of Tax Maps	10.3100.6000		\$ 50.00
Contra - Foreclosed Property Exp	10.3100.8100	\$ 2,000.00	
To adjust budget based on actual numbers that have come in.			
Elections			
Capital Equip	10.4170.5100	\$ 70,816.81	
To budget for the purchase of new voting machines.			
Animal Shelter			
Petco Grant	10.3438.6300		\$ 7,500.00
Petco Grant	10.4380.6300	\$ 7,500.00	
They received a grant from Petco for pet adoption and lifesaving spay and neuter work.			
Soil & Water			
Ivy Watershed Project	33.3495.9000		\$ 10,412.00
Transfer from Fund Balance	33.3000.1000	\$ 10,412.00	
To budget for reimbursement received for Ivy Watershed Projects in 2018.			
Fund Balance			
Transfer in from Fund Balance	10.3000.1000		\$ 72,816.81
		\$ 90,888.81	\$ 90,888.81
	Difference		\$ -
Net effect of all budget amendments			
	General Fund	Revenues	\$ 80,316.81
		Expenses	\$ 80,316.81
	Soil & Water	Revenues	\$ -
		Expenses	\$ -

MOUNTAIN VALLEYS RC & D COUNCIL
4388 US HWY. 25/70, STE. 3
MARSHALL, NC 28753

2/26/2019

PAY TO THE ORDER OF Madison SWCD

\$ **10,412.00

Ten Thousand Four Hundred Twelve and 00/100*****

DOLLARS

Madison SWCD
4388 Hwy. US 25/70, Suite 2
Marshall, NC 28753

MEMO

EPA319 Jan-Dec2018

Russell Blerino
AUTHORIZED SIGNATURE

⑈003087⑈ ⑆053100300⑆001212830983⑈

Details on Back
Security Features Included

MOUNTAIN VALLEYS RC & D COUNCIL

3087

Madison SWCD
Project Expense:Supplies

EPA319 Jan-Dec2018

2/26/2019

10,412.00

FC-Checking Account EPA319 Jan-Dec2018

10,412.00

MOUNTAIN VALLEYS RC & D COUNCIL

3087

Madison SWCD
Project Expense:Supplies

EPA319 Jan-Dec2018

2/26/2019

10,412.00

FC-Checking Account EPA319 Jan-Dec2018

10,412.00

Madison County Soil and Water Conservation District

Deposit Information

[REDACTED]	[REDACTED]
33.3495.2000 Water Monitoring Grant	\$ _____
33.3495.3000 Conservation Scholarship	\$ _____
33.3495.4000 Drill Fund	\$ _____
33.3495.5000 SWCD General Fund	\$ _____
[REDACTED]	[REDACTED]
33.3495.7000 TVA Weed Wiper	\$ _____
[REDACTED]	[REDACTED]
33.3495.9000 Ivy Watershed Project	\$10,412.00
[REDACTED]	[REDACTED]

Deposit Total \$10,412.00

Received From:

Received By:

Today's Date:

K. Rooford
3/4/19

★ Mtn valley's RC&D
EPA Grant ~~is~~ payment
Jan-Dec 2018

Check Date: Feb/27/2019

Check No. 106640

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
9832-022519-5	Feb/25/2019	00113341	7,500.00	0.00	7,500.00

Need BA

10. 3438.6300 Rev.

10. 4380.6300 Exp

Vendor Number	Name	Total Discounts		
152357	MADISON COUNTY	\$0.00		
Check Number	Date	Total Amount	Discounts Taken	Total Paid Amount
106640	Feb/27/2019	\$7,500.00	\$0.00	\$7,500.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

PETCO

THE PETCO FOUNDATION
10850 Via Frontera
San Diego, CA 92127

BANK OF AMERICA NT & SA
S.D. COMMERCIAL BANKING 1450

16-661220 CHECK NO.

106640

DATE 02/27/2019

CHECK AMOUNT

\$ *7,500.00*

PAY
EXACTLY *SEVEN THOUSAND FIVE HUNDRED AND XX / 100* DOLLAR

VOID AFTER SIX MONTHS FROM DATE OF CHECK

TO THE
ORDER
OF

COUNTY OF MADISON
DBA: MADISON COUNTY
389 LONG BRANCH RD
MARSHALL, NC 28753



EXPLANATION OF ADDITIONAL SECURITY FEATURES INDICATED ON REVERSE SIDE

⑈ 106640 ⑆ 12200066 1: 14508 08586 ⑈



February 2019

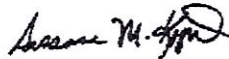
Dear Petco Foundation partner,

On behalf of everyone at the Petco Foundation, we are thrilled to present you with the enclosed grant award of **\$7,500.00**, to be used towards the purpose outlined in your grant application for our 2018 Animal Sheltering and Adoptions grant cycle. Please see your approval email for instructions on how to properly acknowledge the Petco Foundation as well as the link to our press kit and logo.

We're honored to partner with your organization and invest in your lifesaving efforts. By supporting pet adoption and your lifesaving spay & neuter work, we put our love for pets into action. After all, it takes all of us to create a lifesaving nation and a better world for animals.

So together, let's do this!

ALL FOR LOVE 



Susanne Kogut
Executive Director
Petco Foundation

P.S. The Petco Foundation desires that all funds and efforts be prioritized for lifesaving, and seeks to reduce our environmental footprint. Therefore, we respectfully request that no items are mailed to the Petco Foundation and that any thank you letters be sent by email only to foundationpartners@petco.com. We welcome and appreciate recognition on social media (@petcofoundation), on your website, or in other print and digital communications. We ask that this recognition thank the Petco Foundation, Petco and/or our Petco store partners collectively rather than individual employees of Petco or the Petco Foundation. *The Petco Foundation is a 501(c)(3) nonprofit, tax exempt corporation. Tax I.D. 33-0845930*



Madison County Government
Property for Sale
Offer to Purchase

I (we) hereby submit a bid and offer to purchase certain real property owned by Madison County.

This property is identified in the tax office as:

PARCEL ID# ~~9862-22-7375~~ 9862-15-5358
And being the same property as described at Madison County Deed Book 593, Page 461, a copy of which is attached hereto.

Street Address McDairs Loop Hwy Way Lot # 201

My (our) bid for the property is \$ 500⁰⁰ and attached hereto is a check or cash in the amount of \$ 25-⁰⁰ as a deposit of not less than 5% of my bid.

Upon presentation of this offer to the Madison County Board of Commissioners the Commissioners may elect to:

- 1- Reject the offer
- 2- Further negotiate the terms of the offer, or
- 3- Immediately proceed with the advertisement for upset bids as set forth in the NC Gen Stat §16A-269.

In the event the upset bid process is elected, then upon completion of the upset bid process the Board of Commissioners may accept this offer OR in the event of a higher upset bid may accept that bid and sell the property to the highest bidder, OR the Board may elect to reject any and all offers.

Upon notification that my offer is accepted and there have been no further upset bids, I (we) will pay the balance of the purchase price in full by cash or certified check. I (we) understand that I (we) will be responsible for all expenses involved in recording the deed.

Name: Coast 2 Coast Group, LLC

Address: 409 West Main St, Suite 105
Washington NC 27889

Telephone: 252-320-0389

To be completed by Madison County Board of Commissioner Chairman

This bid has been accepted to proceed into upset bid process

This bid has not been accepted to proceed into upset bid process

Signed [Signature] Date 2-12-19

The News-Record

☞ Serving Madison County since 1901 ☜

Classified Ad Receipt (For Info Only - NOT A BILL)

Customer: MADISON COUNTY GOVERNMENT
Address: PO BOX 579
MARSHALL NC 28753
USA

Ad No.: 0003402134
Pymt Method Invoice
Net Amt: \$48.97

Run Times: 1

No. of Affidavits: 1

Run Dates: 02/27/19

Text of Ad:

ADVERTISEMENT FOR UPSET BIDS

PURSUANT TO the terms and provisions of NCGS 160A-269 Madison County has received an offer to purchase those lands located in Madison County, North Carolina, more particularly described as follows:

THAT PROPERTY commonly known as Ivy Way Lot #201, Mars Hill, NC 28754 containing approximately 1.00 acre total, and having a Parcel Identification Number of 9862-15-5358, and being the same property as described at Madison County Deed Book 272, page 294.

The Madison County Board of County Commissioners proposes to accept said offer, which said offer has been accompanied with a deposit of \$25.00 which said deposit has been made with Madison County. Pursuant to the above referenced statute Madison County is now publishing notice of said offer.

The real property which is subject to the offer is that property more particularly described herein above.

The amount of the offer made for the purchase of the said property is \$500.00 cash or certified funds, pursuant to the terms of an Agreement for Purchase and Sale of Real Property, a copy of which is on file with, and may be obtained from, the Clerk to the Board of County Commissioners for Madison County.

PLEASE TAKE NOTICE that within ten (10) days of the date of this publication any person may raise the bid price by not less than 10% of the original bid price of \$500.00. If the bid is raised the bidder shall deposit with the Clerk to the Board of the Madison County Board of County Commissioners 5% of the increased bid and the said Clerk shall re-advertise the offer at the increased bid amount. This procedure shall be repeated until no further qualifying upset bids are received, at which time the Madison County Board of County Commissioners may accept the offer and sell the property to the highest bidder, or may at any time reject any and all offers including this offer.

This the 27th day of February 2019.

MANDY BRADLEY
MADISON COUNTY CLERK TO THE BOARD

February 27, 2019
0003402134



Madison County Commissioners Meeting Public Comment

March 12, 2019

7:00pm

A-B Tech, Madison Campus

3 Minute Time Limit

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

1. Peter Fland ✓
2. Andy Carlson ✓
3. Jeannie Blethen ✓
4. LIZ Gullum ✓
5. Paul Gurewitz ✓
6. Anna Harold ✓
7. Veronica Gentry ✓
8. NANCY LARKIN ✓
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.