

The Madison County Board of Commissioners met in special session on Monday, December 2, 2024, at 6:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

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

The meeting was called to order at 6:39 p.m. by Chairman Wechtel.

Item 1: Board Organization

a. Selection of Chair

County Attorney Donny Laws opened the floor for nominations for Board Chair.

Upon motion by Commissioner Briggs, the nomination of Matt Wechtel for Chairman of the Madison County Board of Commissioners was received.

County Attorney Laws called for additional nominations with none being received. Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to cease nominations.

Upon a call for the vote by County Attorney Laws, the Board voted unanimously that Matt Wechtel remain as Chairman of the Board.

b. Selection of Vice-Chair

Chairman Wechtel opened the floor for nominations for Board Vice-Chair.

Upon motion by Commissioner Garrison, the nomination of Jeremy Hensley was received with no others being provided.

Upon motion by Commissioner Briggs and second by Commissioner Wyatt, the Board voted unanimously to close nominations.

Upon a call for the vote by Chairman Wechtel, with motion by Commissioner Garrison and second by Commissioner Wyatt, the Board voted unanimously in favor for Jeremy Hensley to be the Vice-Chairman for this coming year.

Discussion was had by the Board.

c. Adoption of 2025 Regular Meeting Schedule

Chairman Wechtel discussed the proposed 2025 Regular Meeting Schedule Resolution.

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to approve the schedule as presented. (Attachment 1.3)

Item 2: Inspection and Approval of Bonding of County Officials

Chairman Wechtel discussed the inspection and approval of bonding of County officials and read into record, the proposed bonding included in the resolution as follows:

- Dianna Norton, Tax Assessor: Surety Bond in the amount of \$100,000.00 issued by Western Surety
- Kary Ledford, Finance Officer: Surety Bond in the amount of \$1,000,000.00 issued by Western Surety
- Mary Jane Wallin, Register of Deeds: Surety Bond in the amount of \$100,000.00 issued by Western Surety
- James Harwood, Sheriff: Surety bond in the amount of \$25,000.00 Issued by Western Surety
- Board of Commissioners Blanket Bond: Surety Bond in the amount of \$10,000.00 issued by Western Surety

Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously to approve with Chairman Wechtel, Vice-Chairman Hensley, Commissioner Garrison, Commissioner Briggs, and Commissioner Wyatt voting in favor of the resolution. (Attachment 2.1)

Discussion was had by the Board.

Item 3: Adjournment

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to adjourn at 6:50 p.m.

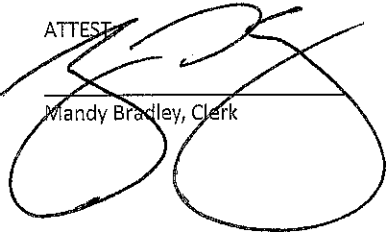
This the 2nd day of December 2024.

MADISON COUNTY



Matt Wechtel, Chairman
Board of Commissioners

ATTEST



Wandy Bradley, Clerk

**RESOLUTION OF THE MADISON COUNTY BOARD OF COMMISSIONERS
ESTABLISHING THE 2025 REGULAR MEETING SCHEDULE**

WHEREAS, N.C.G.S. 153A-40 provides for a resolution establishing regular meeting dates of the Board of Commissioners.

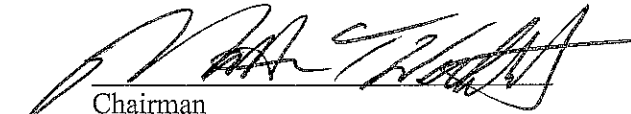
NOW, THEREFORE, BE IT RESOLVED that the Madison County Board of Commissioners hereby establishes the 2025 regular meeting schedule, which is incorporated herein by reference, and that Board meetings will be held on the second Tuesday of each month at 7:00 p.m. except as incorporated in the following schedule; and that the meetings will be held in the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina; and the Board directs the Clerk to the Board of County Commissioners to provide such notice of the Meeting Schedule as set forth hereinabove. All regular meetings of the Board after calendar year 2025 will be held on the second Tuesday of each month at 7:00 p.m. in the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina until subsequently modified by board resolution. Special meetings will be scheduled as needed.

REGULAR MEETING SCHEDULE

Attachment 1.3

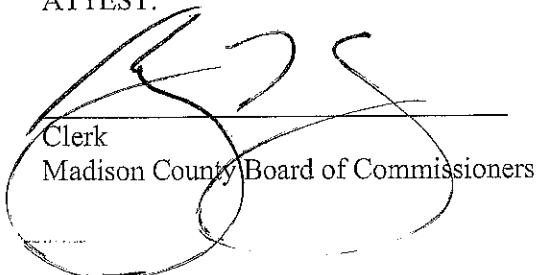
JANUARY 14, 2025 at 7:00 p.m.
FEBRUARY 11, 2025 at 7:00 p.m.
MARCH 11, 2025 at 7:00 p.m.
APRIL 8, 2025 at 7:00 p.m.
MAY 13, 2025 at 7:00 p.m.
JUNE 16, 2025 at 7:00 p.m.
JULY 8, 2025 at 7:00 p.m.
AUGUST 12, 2025 at 7:00 p.m.
SEPTEMBER 9, 2025 at 7:00 p.m.
OCTOBER 14, 2025 at 7:00 p.m.
NOVEMBER 17, 2025 at 7:00 p.m.
DECEMBER 9, 2025 at 7:00 p.m.

Adopted this the 2nd day of December 2024.



Chairman
Madison County Board of Commissioners

ATTEST:



Clerk
Madison County Board of Commissioners

RESOLUTION TO APPROVE THE BONDING OF COUNTY OFFICIALS

WHEREAS, North Carolina General Statutes § 105-349(c) requires a tax collector to provide a performance bond in such amount as the governing body may prescribe; and

WHEREAS, NCGS §159-29(a) requires the finance officer to provide a performance bond with sufficient sureties in an amount to be fixed by the governing board, not less than \$1,000,000; and

WHEREAS, NCGS §159-29(b) requires each officer, employee or agent of a local government who handles or has in his custody more than one hundred dollars (\$100) of the unit's funds at any one time to provide a performance bond in an amount to be determined by the governing board; and

WHEREAS, NCGS §159-29(c) authorizes a local government to adopt a system of blanket faithful performance bonding as an alternative to individual bonds; and

WHEREAS, this Board is of the opinion that it is more efficient and economical and in the best interest of the County to have a system of blanket bonding rather than individual bonds and to include in the blanket bond coverage for risks not protected against by the individual bond for elected officials, finance officers and tax collectors; and

WHEREAS, NCGS §161-4 requires every Register of Deeds to provide a performance bond with sufficient surety to be approved by the Board of County Commissioners, in the sum of not less than \$10,000 nor more than \$50,000; and

WHEREAS, NCGS §162-8 requires the Sheriff to provide a performance bond in an amount determined by the board of county commissioners, but shall not to exceed \$25,000; and

WHEREAS, NCGS §58-72-55 requires the Clerk of the Board of Commissioners to record in the proceedings the names of those commissioners who are present at the time of approval of official bonds and who voted for such approval; and

WHEREAS, NCGS §58-72-55 further provides that any Commissioner may cause their written dissent to an official bond to be entered into the records of the board.

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

1. That this Board hereby accepts and approves bonds for public officials as follows:
 - a. Diana S. Norton, Tax Collector \$100,000.00 with Western Surety Company;
 - b. Kary Ledford, Finance Director \$1,000,000.00 with Western Surety Company;
 - c. Mary Jane Wallin, Register of Deeds, \$100,000.00 with Western Surety Company;

- d. James E. Harwood, Sheriff, \$25,000.00 with Western Surety Company; and
 - e. Board of Commissioners Blanket Bond covering all officers, employees and agents, \$10,000.00 with Western Surety Company.
2. That pursuant to NCGS 58-72-55, the Clerk is hereby instructed to record the names of all Commissioners present at this meeting and who voted in favor of this Resolution.
 3. That pursuant to NCGS 58-72-55, any Commissioner who votes against this Resolution may cause their written dissent to be entered into the record of the Board.
 4. All acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.
 5. Any prior Resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.
 6. That this Resolution is effective upon adoption.

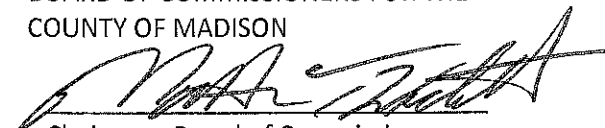
This the 2nd of December, 2024.

ATTEST



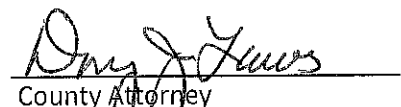
Clerk, Board of Commissioners

BOARD OF COMMISSIONERS FOR THE
COUNTY OF MADISON



Chairman, Board of Commissioners

APPROVED AS TO FORM



County Attorney



Western Surety Company

OFFICIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 68747H79

That we, Diana S Norton
of Marshall, North Carolina, as Principal, and WESTERN SURETY
COMPANY, a corporation duly licensed to do business in the State of North Carolina, as Surety, are held
and firmly bound unto County of Madison
in the sum of One Hundred thousand and 00/100 DOLLARS (\$100,000.00),
for the payment of which well and truly to be made, we bind ourselves and our legal representatives, jointly
and severally by these presents.

Dated this 11th day of JANUARY, 2022

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been
 appointed elected to the office of Tax Collector Madison County
for the term beginning the 11th day of January, 2022, and ending the
Indefinite day of Indefinite

NOW THEREFORE, if the said Principal shall in all things faithfully perform the duties of his office and
shall honestly account for all moneys and effects that may come into his hands in his official capacity during
the said term, this obligation to be void, otherwise to remain in full force and effect.

This bond is executed by the Surety upon the following express conditions, which shall be conditions
precedent to the right of recovery hereunder:

FIRST: The Surety shall not be liable for the loss of any public moneys or funds resulting from the
failure of or default payment by any Banks or Depositories in which any public moneys or funds have been
deposited.

SECOND: This bond may be cancelled by the Surety as to future liability by giving written notice, by
certified mail, addressed to each, the Principal and the Obligor at County of Madison
and thirty (30) days after the mailing of said notices by certified mail, this bond shall be cancelled and null
and void as to any liability thereafter arising, the Surety remaining liable, however, subject to all the terms
and conditions of this bond for any and all acts covered by this bond up to the date of such cancellation.

Witness to Principal

Principal

Witness to Surety

[Signature]
A. O. Hermanns

WESTERN SURETY COMPANY

By

[Signature]
Paul T. Bruffat, Vice President

North Carolina Resident Agent

Countersigned _____

Approved this _____ day of _____

North Carolina



Western Surety Company

OFFICIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 64939958

That we, Kary Ladford
of Marshall, North Carolina, as Principal, and WESTERN SURETY
COMPANY, a corporation duly licensed to do business in the State of North Carolina, as Surety, are held
and firmly bound unto County of Madison
in the sum of Two Hundred Thousand and 00/100 DOLLARS (\$200,000.00),
for the payment of which well and truly to be made, we bind ourselves and our legal representatives, jointly
and severally by these presents.

Dated this 24th day of January, 2020

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been
 appointed elected to the office of Finance Officer County of Madison County,
for the term beginning the 15th day of January, 2020, and ending the
Indefinite days

NOW THEREFORE, if the said Principal shall in all things faithfully perform the duties of his office and
shall honestly account for all moneys and effects that may come into his hands in his official capacity during
the said term, this obligation to be void, otherwise to remain in full force and effect.

This bond is executed by the Surety upon the following express conditions, which shall be conditions
prejudicial to the right of recovery hereunder:

FIRST: The Surety shall not be liable for the loss of any public moneys or funds resulting from the
failure of or default in payment by any Banks or Depositories in which any public moneys or funds have been
deposited.

SECOND: This bond may be cancelled by the Surety as to future liability by giving written notice, by
certified mail, addressed to each, the Principal and the Oblige at County of Madison,
and thirty (30) days after the mailing of said notices by certified mail, this bond shall be cancelled and null
and void as to any liability thereafter arising; the Surety remaining liable; however, subject to all the terms
and conditions of this bond for any and all acts covered by this bond up to the date of such cancellation.

Witness to Principal

Principal

Witness to Surety

J. Nelson
A. Vixor

WESTERN SURETY COMPANY

By

Paul T. Brufat

Paul T. Brufat, Senior Vice President
North Carolina Resident Agent

Countersigned

Approved this 24th day of January, 2020

Kathy A. Simon



Western Surety Company

RIDER

To be attached to and form part of Bond No. 71162360

It is hereby mutually agreed and understood by and between Western Surety Company and KARY A. LEDFORD

that instead of as originally written; the bond is changed or revised in the particulars checked below:

- Principal Name changed to:
- Principal Address changed to:
- Vehicle/Vessel/Hull Information changed to:
- Lost Instrument Information changed to:
- Identification Number changed to:
- Penalty Amount changed to: \$1,000,000.00
- Additional or Event Location:
- Effective Date changed to:
- Expiration Date changed to:
- The following bond information changed:

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.
 It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider becomes effective on the 31st day of May, 2024.

Signed this 31st day of May, 2024.

WESTERN SURETY COMPANY

By: Amy Kasten
Amy Kasten, Vice President



North Carolina



Western Surety Company

OFFICIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 65677718

That we, Mary Jane Wallin
of Marshall, NC, North Carolina, as Principal, and WESTERN SURETY
COMPANY, a corporation duly licensed to do business in the State of North Carolina, as Surety, are held
and firmly bound unto Board of Commissioners County of Madison
in the sum of One Hundred Thousand and 00/100 DOLLARS (\$100,000.00),
for the payment of which well and truly to be made, we bind ourselves and our legal representatives, jointly
and severally by these presents.

Dated this 18th day of November, 2024.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been
electd to the office of Registrar of Deeds,
for the term beginning the 2nd day of December, 2024, and ending the
4th day of December, 2028.

NOW THEREFORE, if the said Principal shall in all things faithfully perform the duties of his office and
shall honestly account for all moneys and effects that may come into his hands in his official capacity during
the said term, then this obligation to be void, otherwise to remain in full force and effect.

This bond is executed by the Surety upon the following express conditions, which shall be conditions
precedent to the right of recovery hereunder:

FIRST: The Surety shall not be liable for the loss of any public moneys or funds resulting from the
failure of or default in payment by any Banks or Depositories in which any public moneys or funds have been
deposited.

SECOND: This bond may be cancelled by the Surety as to future liability by giving written notice, by
certified mail, addressed to each, the Principal and the Oblige at Board of Commissioners County of Madison,
and thirty (30) days after the mailing of said notices by certified mail, this bond shall be cancelled and null
and void as to any liability thereafter arising, the Surety remaining liable, however, subject to all the terms
and conditions of this bond for any and all acts covered by this bond up to the date of such cancellation.

Witness to Principal

Principal

Witness to Surety

J. Bander
H. Ottmanns

WESTERN SURETY COMPANY

By

Larry Kasten
Larry Kasten, Vice President
North Carolina Resident Agent

Countersigned NOT NEEDED

Approved this _____ day of _____



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 71030527

briefly described as Sheriff County of Madison

for James E. Harwood

_____ , as Principal,

in the sum of \$ Twenty Five Thousand and 00/100 Dollars, for the term beginning

December 6th, 2022, and ending December 6th, 2024, subject to all

the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 29th day of November, 2022.

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat,
Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.



COPY
WESTERN SURETY COMPANY
One of America's Oldest Bonding Companies
 CHICAGO, ILLINOIS PALO ALTO, CALIFORNIA
 PALO ALTO

(A Stock Company, herein called Surety)

PUBLIC EMPLOYERS BLANKET BOND
Including Public School System

Bond No. 6096191

DECLARATIONS

Item 1. Name of Obligor: Madison County Board of Commissioners

Item 2. Name of Insured: Madison County Board of Commissioners

Item 3. Bond Period: From the beginning of the 7th day of December, 1974, to 12 o'clock night on the effective date of the cancellation or termination of this bond as an entirety

Item 4. Table of Limits of Liability

Insuring Agreement 1 Honesty Blanket Bond Coverage	\$ <u>10,000.00</u>
Insuring Agreement 2 Honesty Blanket Position Bond Coverage	\$ _____
Insuring Agreement 3 Faithful Performance Blanket Bond Coverage	\$ _____
Insuring Agreement 4 Faithful Performance Blanket Position Bond Coverage	\$ _____

Item 5. The liability of the Surety is subject to the terms of the following orders attached hereto:

Item 6. The Obligor and the Insured by the acceptance of this Bond give notice to Surety terminating or canceling prior Bond(s) No. (s)

such termination or cancellation to be effective as of the time this bond becomes effective.

The Surety, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreement, Conditions and Limitations and other terms of this Bond, agrees, in accordance with such of the Insuring Agreements hereof as are specifically designated by the insertion of an amount of indemnity in the Table of Limits of Liability, to indemnify the Obligor for the use and benefit of the Insured for:

INSURING AGREEMENTS

Honesty Blanket Bond Coverage

1. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 1.

Honesty Blanket Position Bond Coverage

2. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 2.

Faithful Performance Blanket Bond Coverage

3. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all moneys and property received by virtue of his position or employment during the Bond Period to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 3.

Faithful Performance Blanket Position Bond Coverage

4. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all moneys and property received by virtue of his position or employment during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 4.

GENERAL AGREEMENT

Loss Under Prior Bond

If the coverage of an Insuring Agreement of this Bond is substituted for any prior bond covered by the Insured or by any predecessor in interest of the Insured which prior bond is terminated, canceled or allowed to expire as of the time of such substitution, the Surety agrees that such Insuring Agreement applies to loss sustained by, or caused to, the Insured, as the case may be, prior to or during the Bond Period, provided that such loss is discovered after the beginning of the Bond Period and prior to the expiration of three years from the cancellation of this Bond as an entirety and that such loss would have been recoverable by the Insured or such predecessor under such prior bond except for the fact that the time within which to bring suit, action or proceeding of any kind thereunder had expired, and provided further:

- (1) the indemnity afforded by this General Agreement shall be a part of and not in addition to the amount of coverage afforded by the applicable Insuring Agreement of this Bond; and
- (2) such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or defaults causing such loss were committed; and
- (3) recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond had such prior bond continued in force until the discovery of such loss if the latter amount be greater.

COPY

THE FOREGOING INSURING AGREEMENTS AND GENERAL AGREEMENT ARE SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

DEFINITIONS

Section 1. The following terms, as used in this Bond, shall have the respective meanings stated in this Section:

"Employee" as used in Insuring Agreements 1 and 2 means a person while in the employ of the Insured during the Bond Period who is not required by law to give bond conditioned for the faithful performance of his duties and who is a member of the staff or personnel of the Insured but does not mean the Treasurer or Tax Collector, by whatever title known, of the Insured.

"Employee" as used in Insuring Agreements 3 and 4 means a person while in the employ of the Insured during the Bond Period who is not required by law to furnish an individual bond to qualify for office and who is a member of the staff or personnel of the Insured but does not mean any Treasurer or Tax Collector by whatever title known.

STUDENT ACTIVITIES

When this bond is written for a Public School System, "Employee" as above defined shall also be deemed to include any student enrolled in a school under the jurisdiction of the Insured while handling or having possession of property or funds in connection with student activities or while handling or having possession of U. S. Savings Bonds or Stamps or funds in connection with the purchase or sale of such bonds or Stamps.

Any loss of such property, funds, Bonds or Stamps through any act or default covered by this Bond and committed by any Employee shall be deemed to be a loss sustained by the Insured under this Bond, whether or not the Insured is legally liable therefor.

UNIDENTIFIABLE EMPLOYEE

Section 2. In case a loss is alleged to have been caused to the Insured through acts or defaults by an Employee covered under an applicable Insuring Agreement of this Bond, while such Insuring Agreement is in full force and effect and the Insured shall be unable to designate the specific Employee causing such loss, the Insured shall nevertheless have the benefit of such Insuring Agreement provided that the evidence submitted reasonably establishes that the loss was in fact caused by such Employee through such acts or defaults and provided, further, that regardless of the number of such Employees concerned or implicated in such loss, the aggregate liability of the Surety for any such loss shall not exceed the amount stated in Item 4 of the Declaration applicable to such Insuring Agreement.

EXCLUSION

Section 3. This Bond does not cover any loss sustained by, or caused to, the Insured under circumstances whereby and to the amount which the Obligor or the Insured voluntarily undertakes or is obligated by law to indemnify or indemnify any of the Employees against liability incurred by them in the performance of their duties.

LIMITS OF LIABILITY

Section 4. Indemnification by the Surety for any loss under Insuring Agreement 1 or 3 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, that the Surety's total liability under such such Insuring Agreement for any loss caused by any Employee or in which such Employee is concerned or implicated is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Indemnification by the Surety for any loss under Insuring Agreement 2 or 4 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, the Surety's total liability under such such Insuring Agreement as to each Employee is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Regardless of the number of years this Bond shall continue in force and the number of premiums which shall be payable or paid, the limit of the Surety's liability as specified in the Table of Limits of Liability shall not be cumulative from year to year or period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND ANY PRIOR BOND

Section 5. With respect to loss under Insuring Agreement 1 or 3 caused by any Employee or in which such Employee is concerned or implicated or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under Insuring Agreement 2 or 4 caused by any Employee or which is chargeable to such Employee as provided in Section 2 of the Bond and with respect to loss under any Insuring Agreement which occurs partly during the Bond Period and partly during the period of other bonds issued by the Surety to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period specified therein as being suit, action or proceeding of any kind, or if no such period is specified therein, then within the period prescribed by the applicable statute of limitations, has not expired or the time such loss thereunder is discovered, the total liability of the Surety under this Bond and under such other bonds shall not exceed, in the aggregate, the amount provided under the applicable Insuring Agreement of this Bond on such loss or the amount available to the Insured under such other bonds, as limited by the terms and conditions thereof, for any such loss if the latter is a suit to be larger.

CANCELATION

Section 6. This Bond shall be deemed canceled as to any Employee:

- (a) Immediately upon discovery by the Obligor or the Insured of any act on the part of such Employee which would constitute a liability of the Surety under the applicable Insuring Agreement covering such Employee;
- (b) Upon the death, resignation or removal of such Employee, or
- (c) At 12 o'clock night upon the effective date specified in a written notice mailed to the Obligor and the Insured. Such date shall be not less than thirty days after the date of mailing. The mailing by the Surety of notice as aforesaid to the Obligor and the Insured shall be sufficient proof of notice. Delivery of such written notice by the Surety shall be equivalent to mailing.

This Bond may be canceled by the Obligor or the Insured by mailing to the Surety written notice stating when thereafter the cancellation shall be effective. This Bond may be canceled by the Surety by mailing to the Obligor and the Insured written notice stating when, not less than thirty days thereafter, such cancellation shall be effective. The mailing of such written notice either by the Obligor or the Insured or by the Surety shall be equivalent to mailing. If the Obligor or the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Surety cancels, earned premium shall be computed per rate. Premium adjustments may be made on a 14 time cancellation or effective of its date or practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

If any of the cancellation provisions set forth in either or both of the foregoing paragraphs of this Section are prohibited or made void by any law controlling the construction of this Bond, such prohibitions to the extent they are so prohibited or made void shall be deemed to be nullified and of no effect.

LEGAL PROCEEDINGS

Section 7. No suit, action or proceeding of any kind to recover on account of loss under this Bond shall be brought after the expiration of three years from the completion of this Bond as an entirety provided, however, that if such limitation for bringing suit, action or proceeding is prohibited or made void by any law controlling the construction of this Bond, such limitation shall be deemed to be extended so as to be equal to the minimum period of the limitation permitted by such law.

Dated this 7th day of December, 1974

Countersigned

WESTERN SURETY COMPANY

By _____ Resident Agent

By _____

COPY ADDITIONAL INDEMNITY RIDER

It is agreed that:

1. Additional indemnity, in accordance with the terms of such of the Insuring Agreements in force under the attached bond as are specifically designated opposite the following positions, respectively, is granted by this rider on Employees performing the duties of such positions, to the amount set opposite the names of such positions, respectively.

2. The liability of the Surety under this rider on account of any one Employee in any one or more of such positions (in the original or an increased or decreased amount) shall not exceed the largest single amount of indemnity on any one position occupied by such Employee.

3. No losses shall be recoverable under this rider unless caused by an Employee who has been identified as having caused such loss, anything to the contrary in said bond or this rider notwithstanding.

Position	Location	Insuring Agreements	Total Amount of Indemnity in such Position	Amount of Additional Indemnity on each Employee
/				

Dated this _____ day of _____, 19__

Countersigned **WESTERN SURETY COMPANY**

By _____ Resident Agent By _____

WESTERN SURETY COMPANY
One of America's oldest and largest companies
PUBLIC EMPLOYER BOND
 Including Public School System
 Bond Number 6096191
 Oblige Madison County Board
 of Commissioners
 Inland Madison County Board
 of Commissioners
 Effected December 7th 19 74

COPY

KNOW ALL MEN BY THESE PRESENTS:

This Power of Attorney authorizes the execution of one instrument to which it should be attached. That the Western Surety Company, a corporation, does hereby make, constitute and appoint each of the following officers and employees of Dale Conroy, Esquire, Attorney in Fact, with full power and authority conferred upon him or her to sign, execute, acknowledge and deliver for and on its behalf as Surety and its act and deed, any one bond, indemnity or undertaking, consent or agreement which this Company may be authorized to write:

- | | |
|---------------------------------------|--|
| E. J. Higgins, Vice President | H. C. McVahy, Assistant Secretary |
| Russell E. Smith, Assistant Secretary | John C. McQuarrie, Assistant Secretary |
| K. King, Assistant Secretary | M. Kelly, Assistant Secretary |
| E. Miller, Assistant Secretary | |

The Western Surety Company further certifies that the following is a true and correct copy of Section 1 of the By-Laws of the Western Surety Company, duly adopted and now in force, to-wit:

Section 1. "All bonds, policies, underwritings or other obligations of the corporation shall be executed in the corporate name of the Company by the Chairman of the Board, the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officer as the Board of Directors may authorize. The Chairman of the Board, President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Agents in Fact or Agents who shall have authority to issue bonds, policies, or underwritings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, underwritings, or other obligations of the corporation."

IN WITNESS WHEREOF, the said Western Surety Company has caused these presents to be executed by its President with its corporate seal affixed this 7th day of December, 19 74.

WESTERN SURETY COMPANY

ATTEST
B. Feiberg
 Assistant Secretary

By *Joe Kirby*
 President

STATE OF SOUTH DAKOTA
 County of Minnehaha

On this 7th day of December, 19 74, before me, a Notary Public,

personally appeared Joe Kirby, President, and B. Feiberg, Asst. Secy who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Assistant Secretary, respectively, of the said Western Surety Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

My Commission expires

I, KEOGEER, Notary Public
 My Commission Expires 8-8-88
 (4-b-24)

[Signature]
 Notary Public



Billing Questions (888) 866-2666
Email info@cnaSurety.com

Notice of Premium Due 12/07/2024

Premium \$307.37

MADISON COUNTY BOARD OF COMMISSIONERS
P. O. BOX 579
MARSHALL, NC 28753

Amount Due \$307.37

Bond Detail

Bond # 06096191 Obligor OBLIGEE ADDRESS UNKNOWN
Company Western Surety Company
Term Dates 12/07/2024 to 12/07/2025
Bond Amount \$10,000.00
Description NC P E H B #1

Agent Information

Messages

U S I Insurance Services LLC
2375 Camelback Rd., Ste. 250
Phoenix, AZ 85016
Phone : 602-666-4800

We show 14 rated for premium purposes.
To ensure proper coverage, verify the
total number of employees and owners
covered & contact us with changes. Note:
After several years, we may have increased
our rates slightly.

Payment Instructions



- Pay Online at ONLINEPAY.CNASURETY.COM
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
Make check payable to CNA Surety
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

10.4.110.4530
KL

Madison County Board of Commissioners

Bond # 06096191
Company 0601
Agency 02-18688
U S I Insurance Services LLC

Payment Due 12/07/2024 Amount Due \$307.37

CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312