

**REQUEST FOR BOARD ACTION**  
**HENDERSON COUNTY**  
**BOARD OF COMMISSIONERS**

**MEETING DATE:** 6 December 2010

**SUBJECT:** Review of Public Officials' Bond

**ATTACHMENT(S):** 1. Verification certificate  
2. Invoices

**SUMMARY OF REQUEST:**

Pursuant to N.C. Gen. Stat. §58-72-20 and the Board's Rules of Procedure, after the Chairman and Vice-Chairman have been elected, the next order of business at the Board's annual organizational meeting is the annual review and approval of the bonds for county public officials. The bond is to insure proper handling of cash and finances. The following are a listing the county officials required to be bonded and their current bond amounts:

<b>PUBLIC OFFICIAL</b>	<b>BOND AMOUNT</b>	<b>BOND COMPANY</b>
Richard W. Davis, Sheriff (No new bond needed)	\$25,000	Fidelity and Deposit Co.
Nedra Whitlock Moles, Register of Deeds (No new bond needed)	\$50,000	Fidelity and Deposit Co.
Stan Duncan, Tax Collector	\$1,000,000	Fidelity and Deposit Co.
Lee King, Deputy Tax Collector	\$250,000	Fidelity and Deposit Co.
J. Carey McLelland, Finance Director	\$200,000	Fidelity and Deposit Co.

The County Attorney has reviewed the previous year's bonds and reports to the Board that they appear to be valid and in order.

County staff will be present and prepared if requested to give further information on this matter.

**BOARD ACTION REQUESTED:**

Approval of bonds.

If the Board is so inclined, the following motion is suggested:

***I move that the Board approve the public officials' bonds as proposed.***



# The Ohio Casualty Insurance Company

136 North Third Street, Hamilton, Ohio 45025

## VERIFICATION CERTIFICATE

This is to certify that Public Official Position Schedule Bond, No. 3 919 160  
on behalf of Henderson County, NC  
in favor of State of North Carolina through Henderson County  
and dated July 1, 2006, remains in effect, subject to all its agreements, limitations  
and conditions.  
Signed, sealed and dated November 17, 2009

By Maryann Dark  
Maryann Dark



VERIFICATION CERTIFICATE  
FOR USE WITH ALL FORMS OF STANDARD BONDS.  
REVISED TO DECEMBER 1951

CERTIFIED COPY OF POWER OF ATTORNEY  
THE OHIO CASUALTY INSURANCE COMPANY  
WEST AMERICAN INSURANCE COMPANY

No. 41-074

**Know All Men by These Presents:** That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: **Judie Chisolm** or **Maryann Dark of Charlotte, North Carolina** its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **TWO MILLION (\$2,000,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

IN WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this **13th day of May, 2008**.



*Sam Lawrence*

Sam Lawrence, Assistant Secretary

STATE OF OHIO,  
COUNTY OF BUTLER

On this **13th day of May, 2008** before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **Sam Lawrence, Assistant Secretary** of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



*Cheryl S. Gregory*

Notary Public in and for County of Butler, State of Ohio  
My Commission expires August 5, 2012.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:  
**RESOLVED**, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

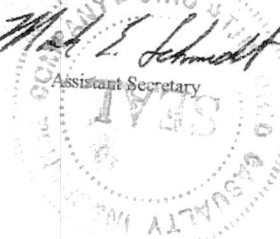
CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this **17** day of **November, 2008**



*Mark E. Schmidt*  
Assistant Secretary



Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call  
1-513-867-3471 between 9:00 am and 4:30 pm EST on any business day



# The Ohio Casualty Insurance Company

136 North Third St., Hamilton, Ohio 45025

## PUBLIC EMPLOYEES SCHEDULE BOND

BOND NO. 3 919 160

### DECLARATIONS

Item 1. Name of Oblige State of North Carolina through Henderson County  
of 100 North King Street, Hendersonville, NC 28742

Item 2. Bond Period: from the beginning of July 1, 2006

(month, day and year)

to 12:01 A.M. on the effective date of the cancelation or termination of this bond as provided in Condition 4.

Item 3. Employees covered hereunder and limits of liability as to each employee:

1. ITEM NO.	2. NAME OR POSITION	3. LOCATION	4. No. of Positions Bonded	5. Amount of Bond For Each	6. PREMIUM
1.	Finance Director		1	\$ 200,000.00	\$700.00
2.	Tax Collector		1	\$1,000,000.00	\$3,500.00
3.	Deputy Tax Collector		1	\$ 250,000.00	\$875.00
4.	Register of Deeds		1	\$ 50,000.00	\$175.00

Total Bond Amount \$1,500,000.00

(If space insufficient, continue on attached sheet)

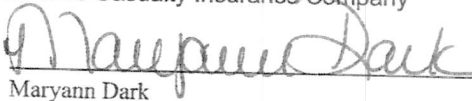
Total Premium \$ 5,250.00

Item 4. The Oblige, by the acceptance of this Bond, gives notice to the Surety terminating or canceling prior bond(s) No(s).  
Fidelity and Deposit Company of Maryland, Bond #08250363  
Such termination or cancellation to be effective as of the time this Bond becomes effective.

SIGNED, SEALED and DATED this 30th day of June, 2006

The Ohio Casualty Insurance Company

By



Maryann Dark

Attorney-in-fact

The Ohio Casualty Insurance Company, hereinafter called the Surety, in consideration of the payment of the premium and subject to the Declarations made a part hereof, and to all the conditions and other terms of this bond, agrees to indemnify the Obligees for direct loss through the failure of any person now or hereafter filling any position named in Item 3 of the Declarations, acting alone or in collusion with others, to perform faithfully his duties during the period that this bond is in force. The amount of indemnity on each position is limited to that amount set forth in Column 5 opposite the name of that position in Item 3 of the Declarations.

This bond is executed and accepted subject to the agreements and limitations set forth in Section A hereof, and to the conditions set forth in Section B hereof, which conditions shall be conditions precedent to recovery hereunder.

#### Section A-

Continuation FIRST: This bond, if written for a definite term, may be continued in force from time to time by continuation certificate executed by the Surety.

Liability Non-Cumulative SECOND: Regardless of the number of years this bond shall continue or be continued in force, and of the number of annual premiums that shall be payable or paid, the Surety shall not be liable hereunder on account of defaults as aforesaid committed: (a) by any person filling any position covered hereunder for a larger amount in the aggregate than the amount set opposite the name of such position in Item 3 of the Declarations, or for which added thereto; or (b) by any person filling, at the same time or at different times, two or more positions covered hereunder in the same amount, for more in the aggregate than said last mentioned amount; or (c) by any person filling, at the same time or at different times, two or more positions covered hereunder in different amounts, for more in the aggregate than the larger or largest of said last mentioned amounts.

Addition of New Positions THIRD: If the Obligees shall request the Surety to add to Item 3 of the Declarations any position not named therein, and the Surety shall elect so to do, the Surety shall add the name of such position to Item 3 of the Declarations by written acceptance setting forth the amount of suretyship and the time from which effective.

Cancellation FOURTH: Either the Surety or the Obligees may cancel this bond as an entirety or as to any person or position, by written notice served upon the other, and specifying therein the effective date of such cancellation. Such date, if the notice be served by the Surety, shall be not less than twenty-five days after such service. In case of cancellation the Surety shall, on written demand, refund to the Obligees any unearned premium, but any premium refunded on account of any position covered hereunder shall be repaid to the Surety in case of payment of loss on account of such position.

Termination as to Employee FIFTH: This bond shall terminate as to future acts of any person filling any position covered hereunder immediately upon discovery by the obligee of the failure of any such person to faithfully perform his duties.

Obligee Required SIXTH: In case all of the positions to Cover all Positions of the same designation are not the Same Designation covered hereunder, then the liability of the Surety on account of any person filling any position of such designation shall not exceed in the aggregate the quotient resulting from dividing the sum total of the amounts carried hereunder on such positions by the number of such positions.

#### SECTION B-

Notice to Surety of Loss FIRST: The Obligees shall notify the Surety of any default hereunder on the part of any person filling any position covered hereunder, within a reasonable time after discovery thereof by the Obligees, or if a corporation, by any director thereof by the Obligees, or if a corporation, by director thereof by any officer thereof not in collusion with such person. Such notice shall set forth the name and address of the person causing such loss and the position filled by such person.

Filing of Claim SECOND: Within ninety days after discovery as aforesaid of any default hereunder, the Obligees shall file with the Surety affirmative proof of loss, itemized and duly sworn to, on proof of loss form in use by the Surety, and shall, if requested by the Surety, produce from time to time, for examination by its representatives, all books, documents and records pertaining to such default.

Filing of Suit THIRD: Any suit to recover against the Surety on account of loss hereunder shall be brought before the expiration of twelve months from the discovery, as aforesaid, of such default.

Statutory Limitations FOURTH: If any limitation herein for giving notice, filing proof of loss or bringing suit is prohibited or made void by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Riders FIFTH: The liability of the Surety hereunder is subject to the terms and conditions of the following riders attached thereto:

# MARSH

Marsh USA Inc.  
Charlotte, NC - 225  
704-374-8000

Invoice No.

329044

## ORIGINAL INVOICE

Date: 6/09/10

Henderson County  
1 HISTORIC COURTHOUSE SQ  
Suite 5  
HENDERSONVILLE, NC 28792

Effective Date	Expiration Date	Client No.
7/01/10	7/01/11	380823

Policyholder: Henderson Coun

ORIGINAL Billing Effective Date: 7/01/10

Insurer	Policy No.	Type of Coverage / Item	Amount
OHIO CASUALTY	3 919 160	MISC SURETY PREMIUM	5,250.00
REMIT IN: UNITED STATES DOLLARS			
RENEWAL: Public Official Position Schedule Bond			
Deputy Tax Collector \$ 250,000 \$875 Annual Prem			
Finance Officer \$ 200,000 \$700 Annual Prem			
Register of Deeds \$ 50,000 \$175 Annual Prem			
Tax Collector \$1,000,000 \$3,500 Annual Prem			
Requester: Margaret Street			
Please indicate Invoice # 329044 on your remittance to:			
Marsh USA Inc. P.O. BOX 100536 Atlanta, GA 30384-0536			
TOTAL:			5,250.00

6-15-2010  
Cary -  
Please Code + pay  
Public Officials Bonds  
Sho, Margaret

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer, where permitted by law.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

CERTIFIED COPY OF POWER OF ATTORNEY  
THE OHIO CASUALTY INSURANCE COMPANY  
WEST AMERICAN INSURANCE COMPANY

No. 41-074

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: Judie Chisolm or Maryann Dark of Charlotte, North Carolina its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **TWO MILLION (\$2,000,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 13th day of May, 2008.



*Sam Lawrence*

Sam Lawrence, Assistant Secretary

STATE OF OHIO,  
COUNTY OF BUTLER

On this 13th day of May, 2008 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



*Cheryl E. Gregory*

Notary Public in and for County of Butler, State of Ohio  
My Commission expires August 5, 2012.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

**RESOLVED**, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 11 day of July, 2008



*Mark E. Schmidt*

Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call

# MARSH

Marsh USA Inc.  
Charlotte, NC - 225  
704-374-8000

Invoice No.

331011

## ORIGINAL INVOICE

Date: 11/01/10

Henderson County  
1 HISTORIC COURTHOUSE SQ  
Suite 5  
HENDERSONVILLE, NC 28792

Effective Date

Expiration Date

Client No.

12/06/10

12/01/14

380823

Policyholder: Richard Willia

ORIGINAL

Billing Effective Date: 12/06/10

Insurer	Policy No.	Type of Coverage / Item	Amount
OHIO CASUALTY	3932312	MISC SURETY PREMIUM	305.00
		REMIT IN: UNITED STATES DOLLARS	
	Official Bond for Sheriff Principal: richard William Davis Obligee: State of North Carolina through Henderson County Bond Amount: \$25,000.00 Requester: Margaret Street		
Please indicate Invoice # 331011 on your remittance to:			
Marsh USA Inc. P.O. BOX 100536 Atlanta, GA 30384-0536			
		TOTAL:	305.00

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer, where permitted by law.



# The Ohio Casualty Insurance Company

## BOND

No. 3 932 258

### KNOW ALL MEN BY THESE PRESENTS:

That we Richard William Davis

of 114 Second Avenue West, Hendersonville, NC 28792-5027

(Insert Full Name [top line] and Address [bottom line] of Principal)

as Principal,

and, The Ohio Casualty Insurance Company a corporation organized and existing under the laws of the State of Ohio, (hereinafter called the Surety), are held and firmly bound unto

State of North Carolina through Henderson County

100 North King Street, Hendersonville, NC 28742

(Insert Full Name [topline] and Address [bottom line] of Obligor)

in the aggregate and non-cumulative penal sum of Twenty-five Thousand and No/100

(\$ 25,000.00 \*\*\*\*\* )

DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

SIGNED, SEALED and DATED

November 17, 2006

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That Whereas, the said Principal has been elected or appointed to (or holds by operation of law) the office of Sheriff

for a term beginning on December 4, 2006 and ending on December 6, 2010

NOW, THEREFORE, If the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Richard William Davis

Richard William Davis

The Ohio Casualty Insurance Company

By: Maryann Dark

Maryann Dark

Attorney-in-fact