



**CABARRUS COUNTY  
BOARD OF COMMISSIONERS**

**DECEMBER 5, 2022**

**GOVERNMENTAL CENTER  
65 CHURCH STREET S, CONCORD, NC  
6:00 P.M.**

**AGENDA**

**A. CALL TO ORDER ORGANIZATIONAL MEETING – *Chairman Stephen M. Morris***

**B. PRESENTATION OF COLORS & PLEDGE OF ALLEGIANCE**

Honor Guard  
Cabarrus County Sheriff's Office

**C. INVOCATION**

Dan Marshall  
Capital Ministries

**D. ORGANIZATIONAL MEETING (County Manager Presiding)**

1. Election of Chairman
2. Election of Vice-Chairman

**E. RISK MANAGEMENT - APPROVAL OF PUBLIC OFFICIAL BOND FOR  
SHERIFF VAN SHAW**

**F. ADJOURN**

IF REASONABLE ACCOMMODATIONS ARE NEEDED TO PARTICIPATE IN THE MEETING,  
PLEASE CONTACT THE ADA COORDINATOR AT LEAST 48 HOURS PRIOR TO THE MEETING.

The December agenda work session will be held directly following the Organizational Meeting.



**CABARRUS COUNTY  
BOARD OF COMMISSIONERS  
ORGANIZATIONAL MEETING**

**DECEMBER 5, 2022  
6:00 P.M.**

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**AGENDA CATEGORY:**

Approval of Public Officials Bond - Sheriff

**SUBJECT:**

Risk Management - Approval of Public Official Bond for Sheriff Van Shaw

**BRIEF SUMMARY:**

An application for a \$25,000 public official bond for Sheriff Van Shaw was completed and submitted to the County's insurance agent in accordance with NC General Statute 162.8-12. A letter from the insurance agent stating the bond is continuous until cancelled is included in the agenda. Approval of Sheriff Van Shaw's Public Official Bond is requested.

**REQUESTED ACTION:**

Motion to approve a public official bond in the amount of \$25,000 for Sheriff Van Shaw pursuant to NC General Statute 162.8-12.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Jon Bradley, Risk and Safety Director

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS / COMMENTS:**

**ATTACHMENTS:**

- Statute
- Bond
- Bond Letter

## Article 2.

### Sheriff's Bond.

#### **§ 162-8. Bond required.**

The sheriff shall furnish a bond payable to the State of North Carolina for the due execution and return of process, the payment of fees and moneys collected, and the faithful execution of his office as sheriff, which shall be conditioned as follows:

The condition of the above obligation is such that, whereas the above bounden \_\_\_\_\_ is elected and appointed sheriff of \_\_\_\_\_ County; if therefore, he shall well and truly execute and due return make of all process and precepts to him directed, and pay and satisfy all fees and sums of money by him received or levied by virtue of any process into the proper office into which the same, by the tenor thereof, ought to be paid, or to the person to whom the same shall be due, his executors, administrators, attorneys, or agents; and in all other things well and truly and faithfully execute the said office of sheriff during his continuance therein, then above obligation to be void; otherwise to remain in full force and effect.

The amount of the bond shall be determined by the board of county commissioners, but shall not exceed twenty-five thousand dollars (\$25,000). (1777, c. 118, s. 1, P.R.; 1823, c. 1223, P.R.; R.C., c. 105, s. 13; 1879, c. 109; Code, s. 2073; 1895, c. 270, ss. 1, 2; 1899, c. 54, s. 52; c. 207, s. 2; 1903, c. 12; Rev., s. 298; C.S., s. 3930; 1943, c. 543; 1983, c. 670, s. 4.)

#### **§ 162-9. County commissioners to take and approve bonds.**

The board of county commissioners in every county shall take and approve the official bond of the sheriffs, which they shall cause to be registered and the original deposited with the clerk of superior court for safekeeping. The bond shall be taken on the first Monday of December next after the election. (1806, c. 699, s. 2, P.R.; 1830, c. 5, s. 5; R.C., c. 105, s. 6; 1868, c. 20, s. 32; 1876-7, c. 276, s. 5; Code, ss. 2066, 2068; Rev., s. 2812; C.S., s. 3931; 1983, c. 670, s. 5.)

#### **§ 162-10. Duty of commissioners when bond insufficient.**

Whenever the board of county commissioners finds that the sheriff has been unable to provide the bond prescribed by the board, the board shall give written notice to the sheriff to appear before the board within 10 days and provide a sufficient bond. If the sheriff fails to appear or provide a sufficient bond, the sheriff shall forfeit his office, and the commissioners shall elect a suitable person in the county as sheriff for the unexpired term, pursuant to G.S. 162-5 or G.S. 162-5.1, as appropriate. (1879, c. 109, s. 2; Code, s. 2074; Rev., s. 2813; C.S., s. 3932; 1983, c. 670, s. 6.)

#### **§ 162-11: Repealed by Session Laws 1983, c. 670, s. 7.**

#### **§ 162-12. Liability of sureties.**

The sureties to a sheriff's bond shall be liable for all fines and amercements imposed on him, in the same manner as they are liable for other defaults in his official duty. (1829, c. 33; R.C., c. 105, s. 14; Code, s. 2076; Rev., s. 2815; C.S., s. 3934.)

PUBLIC OFFICIAL BOND

Bond No. 22BSBIA2354

Know All Men By These Presents, That we, Van Worth Shaw Jr. of 670 Irish Potato Rd, Concord, NC 28025 in the State of North Carolina, as Principal, and the Hartford Fire Insurance Company, a corporation duly organized and existing under and by virtue of the Laws of the State of Connecticut, and authorized to become sole surety on bonds in the State of North Carolina, as Surety, are held and firmly bound unto Cabarrus County in the State of North Carolina in the full and just sum of Twenty-Five Thousand Dollars, lawful money of the United States, for 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.

Whereas, the said Van Worth Shaw Jr. has been duly elected or appointed to the office of Sheriff in and for the Cabarrus County for the term beginning on December 5, 2022 and ending on December 7, 2026

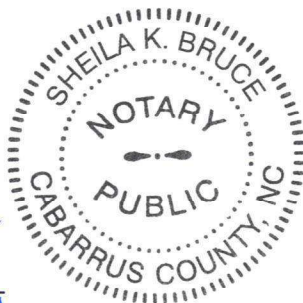
Now, Therefore, The Condition of the Above Obligation is Such, that if the above bounden Van Worth Shaw Jr. shall during the aforesaid term, faithfully and truly perform all the duties of his/her office and shall pay over and account for all funds coming into his/her hands by virtue of his/her said office of Sheriff as required by law, then this obligation to be void, otherwise to be and remain in full force and virtue.

In Witness Whereof, the said Principal has hereunto set his/her hand and seal and the said Surety has caused these presents to be signed by its officers proper for the purpose the day and year first above written.

Signed, Sealed and Dated this 1st <sup>2ND WSE</sup> day of December, 2022

Van Worth Shaw Jr.  
Principal  
Van Worth Shaw Jr.

Hartford Fire Insurance Company  
Surety  
By: Joelle L LaPierre  
Joelle L LaPierre, Attorney-in-Fact



State of North Carolina  
County of Cabarrus

Before me, this 2nd day of December, A.D. 2022 personally appeared the said Van Worth Shaw Jr. to me known and known to me to be the individual described in and who executed the foregoing bond, and he/she acknowledged to me that he/she executed the same.

Sheila K. Bruce  
Sheila K. Bruce  
My Commission Expires: 08-17-2026.



Insurance | Risk Management | Consulting

15 South Main Street, Suite 900 |  
Greenville, SC 29601  
USA

(864) 239-0544  
www.ajg.com

September 15, 2022

Kyle Bilafer  
Cabarrus County  
65 Church Street SE  
PO Box 707  
Concord, NC 28025

RE: Public Officials Bond – Van Worth Shaw Jr  
22BSBIA2354  
Policy Term: 12/5/2022 to 12/5/2023

Dear Kyle:

Your above captioned bond is continuous until cancelled. Our invoice is attached for the annual premium of \$100.00. Our commission on this bond is 30%.

Bond forms vary widely with respect to cancellation provisions. Please refer to your particular form for specific provisions and contact us with any questions or concerns. A copy of the Guide to Best's Rating and Important Disclosures including Compensation Disclosure are attached for your reference.

Thank you for placing your bond business with us and we look forward to working with you this year.

Sincerely,

A handwritten signature in blue ink that reads 'Marie C Jones'.

Marie C Jones, CIC CISR CPIA  
Client Service Manager II  
(864) 239-2438  
Marie\_Jones@ajg.com

## Carrier Ratings

Proposed Insurance Companies	A. M. Best's Rating & Financial Size Category
Hartford Fire Insurance Company	A+, XV

\*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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## Important Disclosures

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the surety program proposed by the insurers, based on the information provided by your company. We make no warranties with respect to policy limits or coverage considerations of the carrier.

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Chief Compliance Officer  
Gallagher Global Brokerage  
Arthur J. Gallagher & Co.  
2850 Golf Rd.  
Rolling Meadows, IL 60008