



**ORDER**

Compliance with KRS 70.020, General bond of sheriff ~ Minimum ~ Record

On motion of Com. Spraggs

Seconded by Com. Lamb

With vote of Com. Lamb - Aye , Com. Spraggs - Aye  
Com. Collins - Aye

The record is hereby ordered to reflect that the bond required by KRS 70.020 was executed on the date of 01/01/2019 by the sheriff in compliance with Section 103 of the Kentucky Constitution and with KRS 62.050 which reads:

*62.050 Bonds -- When to be given. (1) Except as otherwise provided by statute, no officer required by law to give bond shall enter upon the duties of his office until he gives the bond, except in years where the first Monday in January falls upon January 1. In years where the first Monday falls upon January 1, no penalty shall be applied to any officer that fails to give bond, so long as bond is given within thirty (30) days of the first Monday of January. (2) Except as otherwise provided by statute, each person elected to an office who is required to give bond shall give the bond on or before the day the term of office to which he has been elected begins. (3) Each person appointed to an office who is required to give bond shall give the bond within thirty (30) days after he receives notice of his appointment.*

The bond which per KRS 70.020 shall be a minimum of \$10,000 is in the amount of \$10,000 with sureties of \_\_\_\_\_

The sureties listed herein are hereby approved by the fiscal court. The premium on the bond in the amount of \$244.12 is authorized to be paid from the county treasury pursuant to KRS 62.155 to: CNA SURETY

From budget appropriation account 01-5015-5310

Which has a free balance this day of \$1,500

The fiscal court clerk is directed to file a record of the bond with the county clerk as required by KRS 70.020. The sheriff is required to renew his bond annually.



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 64468381

That we, Charles Edward Mcquire, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Kentucky, as Surety, are held and firmly bound unto the County of Marshall, State of Kentucky

Ten Thousand and 00/100 in the penal sum of DOLLARS (\$10,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal representatives firmly by these presents.

Dated this 3rd day of January, 2019.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly

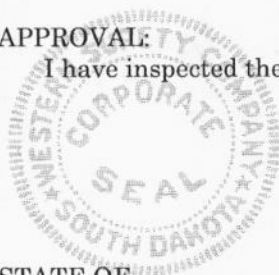
elected  
 appointed to the office of Sheriff Marshall County Fiscal Court in the County of Marshall, State of Kentucky, for the term commencing on the 1st day of January, 2019, and ending on the 1st day of January, 2023.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruffat  
Paul T. Bruffat, Vice President

### APPROVAL

I have inspected the above Bond and do hereby certify that the same is sufficient.



Approving Officer's Title \_\_\_\_\_

### OATH OF OFFICE

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss

\_\_\_\_\_, being duly sworn, says that he will support the Constitution of the United States and the Constitution of the State of \_\_\_\_\_, and that he will faithfully discharge the duties of his said office as \_\_\_\_\_.

Principal

Sworn to before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires \_\_\_\_\_

Title of Officer \_\_\_\_\_

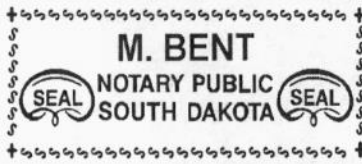
ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 3rd day of January, 2019, before me, the undersigned officer,

personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



M. Bent  
Notary Public

My Commission Expires March 2, 2020



**Transaction Report & Invoice**

CNA Surety  
PO Box 957289  
St Louis, MO 63195-7289

**Principal Information:** ID:

Charles Edward Mcguire  
P O Box 114

Benton, KY 42025

Agency Code: 16-01325

Morgan, Trevathan & Gunn, Inc.  
P. O. Box 487  
Benton, KY 42025-1522

**YOU CAN PAY ONLINE BY VISITING ONLINEPAY.CNASURETY.COM**

**Transaction Description:**

**Transaction Effective Date:** 01/01/2019

**Bond/Policy #:** 64468381

Written By: Western Surety Company  
Description: Sheriff Marshall County Fiscal Court  
Obligee: County of Marshall

Surtax	\$6.12
<b>Gross Premium Charge:</b>	\$346.12
Commission Amount:	\$102.00
<b>Net Amount Due:</b>	\$244.12

Effective Date: 01/01/2019  
Expiration Date: 01/01/2023  
Current Penalty: \$10,000.00  
Renewal Method:

**Change Detail:**

Agent: You may remove stub below to use as a billing/credit invoice

**CNA Surety**

**INVOICE**

CO. #	BOND/POLICY #	EFFECTIVE DATE	ANNIVERSARY DATE	PROCESS DATE	PENALTY
0601	64468381	01/01/2019	01/01/2023	01/03/2019	\$10,000.00
PRINCIPAL	Charles Edward Mcguire P O Box 114, Benton, KY 42025				
RISK STATE	KY WRITTEN BY Western Surety Company				
DESCRIPTION	Sheriff Marshall County Fiscal Court				
OBLIGEE	County of Marshall				

AGENCY CODE 16-01325 \$346.12

Your agent is: Morgan, Trevathan & Gunn, Inc.  
P. O. Box 487  
Benton, KY 42025-1522

Western Surety Company

0003001 01601325000001012019 00601006446838100 00000002441207

COMPLETE APPLICABLE SECTION ON REVERSE

- Section  
 Public Official ..... 1  
 Fidelity ..... 2  
 Probate ..... 3  
 Referee, Receiver, etc. .... 4  
 Court ..... 5  
 License ..... 6  
 Lost Securities ..... 7



www.cnasurety.com

Form 10

APPLICATION FOR BOND—ANY KIND

- Individual   
 Partnership   
 Corporation   
 Limited Liability Company   
 Limited Liability Partnership

The submission of this application by the Applicant and its owners is authorization to the Company to obtain a credit report on the Applicant and its owners. The Company reserves all rights and legal duties associated with this application and any and all bonds issued as a result; including, but not limited to the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding on the Applicant and its owners. This Agreement shall be in addition to and not in lieu of or in replacement of all other indemnity agreements.

Applicant Name (Exactly as shown on License or Bond) Please print or type <b>Charles Edward McGuire</b>				Social Security # <b>402-13-8332</b>	Date of Birth <b>6-12-79</b>	Married <input checked="" type="checkbox"/> Single <input type="checkbox"/>
Residence Address (Street and Number) <b>161 Roger Ln.</b>		(City) <b>Benton, KY</b>	(State) <b>42025</b>	(Zip) <b>270-703-1751</b>	(Telephone #) <b>eddie.mcguire@marshallcountyky.gov</b>	(Email Address)
Business Address (Street and Number) <b>52 Judicial Dr.</b>		(City) <b>Benton KY</b>	(State) <b>42025</b>	(Zip) <b>270-527-3112</b>	(Telephone #)	(Email Address)
Occupation or Business <b>Sheriff</b>		How long so engaged? <b>Newly Elected</b>	Previous Surety <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give name and reason for change.			
Type of Bond <b>Official</b>		Amount of Bond	Effective Date <b>1-1-19</b>			
Complete Name and Address of Obligee <b>Marshall Co. Fiscal Court</b>						

FINANCIAL STATEMENT as of \_\_\_\_\_

Check applicable section on the reverse side to see whether a financial statement is necessary.

Check one:  Business Financial Statement  Personal Financial Statement

ASSETS	LIABILITIES
Cash (List Banks) _____	Accounts Payable _____
Stocks + Bonds — Describe _____	Taxes due & accrued _____
Notes Receivable — Describe _____	Notes Payable to Bank _____
Merchandise or Material in Stock _____	Notes Payable to Others (Describe) _____
Accounts Receivable _____	Mortgage on Real Estate _____ A
Real Estate, Homestead _____ A	Mortgage on Real Estate _____ B
Real Estate, Investment _____ B	Other Liabilities — Describe _____
Furniture and Fixtures _____	TOTAL LIABILITIES _____
Other Assets - Describe _____	Capital Stock (Paid in) _____
TOTAL ASSETS _____	NET WORTH OR SURPLUS _____
	TOTAL Liabilities and Net Worth _____

Gross Sales - Two Years Ago \_\_\_\_\_ Last Year \_\_\_\_\_ Net Income - Two Years Ago \_\_\_\_\_ Last Year \_\_\_\_\_

INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company, Universal Surety of America, Surety Bonding Company of America and any affiliated company, their successors or assigns (with such company/companies referred to herein as the "Company") to become their surety. The undersigned applicant and indemnitors hereby represent and warrant: (a) they have a substantial, material, and/or beneficial interest in obtaining bonds; (b) all information provided to the Company is true, accurate and complete; and (c) they hold the title shown with their signature and that they are authorized by the business entity to execute this document. The undersigned applicant and indemnitors authorize the Company to verify this information at the time of application and as needed, on an ongoing basis and to obtain additional information from any source, including obtaining credit reports at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

- To pay premiums, including renewal premiums and any other charges, to the Company or its agents, when due.
- To completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for any applicant and or indemnitor, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds, regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company.
- To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant.
- Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship.
- That the Company shall have the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding and conclusive on the undersigned. An itemized statement of loss and expense incurred by the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company.
- That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
- That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond. The liability for the undersigned shall not be affected by the failure of the undersigned to sign any bond, nor any claim that other indemnity or security was obtained, nor by the release of any indemnity, nor the return or exchange of any collateral obtained and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party.
- That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract.
- At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement.
- That this indemnity may be terminated by the undersigned, or any one or more parties so designated, upon written notice sent registered mail to the office of the Company at Sioux Falls, South Dakota 57103, of not less than twenty (20) days. In no event, shall any termination notice operate to modify, bar, discharge, limit, affect or impair the liability of any party hereto, for any bonds, undertakings, and obligations executed prior to the date of the Company's receipt and notice of such termination.
- In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

Signed this 21 day of December

Signature & Business/Corporate Title

Agency _____
Address _____ Street
City _____ State _____ Zip _____
Agent's Code _____

\_\_\_\_\_  
"Indemnitor"  
\_\_\_\_\_  
"Indemnitor"

Note: Personal indemnitors should print and sign their names before the word "indemnitor" in their own handwriting, e.g. John Doe John Doe "Indemnitor"

AGENT'S RECOMMENDATION

Tell us what you know and think of the applicant. \_\_\_\_\_

AGENT: Check here if this correspondence was previously faxed or emailed to CNA Surety.