STATE OF INDIANA
LAKE COUNTY
FILED FOR FECORE

Public
Official
Schedule
Bond
(Name Form)

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

THE OBLIGATION

1. KNOW ALL MEN BY THESE PRESENTS, that OHIO FARMERS INSURANCE COMPANY, an Ohio corporation, authorized to transact business as Surety in the State of Indiana as Surety, is held and firmly bound unto City of Whiting as Obligee, in the respective sums set opposite the names of the employees listed in the appropriate schedule, or in an endorsement, for the payment of which well and truly to be made the Surety does hereby bind itself, its successors, and assigns, firmly by these presents.

SIGNED, SEALED AND DATED the 8th day of February, 2000.

CONDITION
OF THE
OBLIGATION

2. The condition of this obligation is such that if each such employee shall faithfully discharge the duties of his office and shall promptly account for and pay over, according to law, all money and property received by him by virtue of such office, or, in default thereof, shall pay all damages, costs, and expenses resulting from such default or defaults, then this obligation shall be void, otherwise to remain in full force and effect, subject, however, to the terms and conditions hereinafter set forth.

WHEN COVERAGE EFFECTIVE 3. This bond shall be effective as of <u>January 1</u>, <u>2000</u>. Employees named in the attached schedule are covered on and after the effective date; employees added by being included in a new schedule identified by the signature of the Surety by an Officer or Attorney-in-Fact and attached as of any premium anniversary date, shall be covered on and after that anniversary date; employees added by endorsement shall be covered on and after the date specified therein.

EXTENT OF SURETY'S LIABILITY

4. The coverage on each employee is continuous from its inception to its termination, and the coverage for separate periods shall not be cumulative. The liability of the Surety for the failure of any employee to account for and pay over shall be limited to the failure to account for and pay over funds actually in such employee's possession during the period within which he is covered. If the coverage on any employee for separate periods be for different amounts, the maximum liability of the Surety for all the defaults of that employee shall not exceed the largest amount of coverage in force during any period within which defaults shall have occurred, nor shall the coverage for one period be available for defaults occurring within any other period. A failure to account in one period shall not be considered a default occurring during that period unless the funds were actually in the possession of the employee during such period.

ADDITION OF EMPLOYEES-CHANGE OF AMOUNTS 5. Employees may be added to the schedule, or the amount of coverage on an employee may be changed, upon the written application of the Obligee; such addition or change shall not be effective until the Surety has executed and mailed to the Obligee an endorsement accepting such addition or change, nor until the effective date specified therein.

TEMPORARY AUTOMATIC COVERAGE 6. Any new employee, upon succeeding to a position vacated during the preceding thirty days by an employee who was then covered, shall be covered automatically for the first sixty days of his service for the same amount as his predecessor, but in no event for more than Five Thousand Dollars (\$5000). Any new employee, or any old employee not then covered, upon taking a newly created position, shall be covered automatically for the first sixty days of service for the smallest amount for which any employee in any position of that class is then covered, or if there is no other position of that class, for the largest amount for which any employee is then covered, but in no event for more than Five Thousand Dollars (\$5000). Recovery under this section for defaults of any such employee may not be made unless claim be filed with the Surety within ten days after the expiration of the sixty day period, nor if, during the sixty day period, such employee be covered by schedule or addition thereto as hereinbefore provided.

BD 5037 (12/94)

P.O. Box 230 Whiling, In 44394

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DISCOVERING AND REPORTING LOSS, OR FACTS INDICATING LOSS

TERMINATION

CHANGES IN PRINTED PROVISIONS-HOW MADE

- 7. Upon discovery by the Obligee of any loss, or of facts indicating loss, the Obligee shall promptly, and in any event within ten days thereafter, notify the Surety thereof by registered mail addressed to the Surety's Home Office at Westfield Center, Ohio.
- 8. The coverage on any employee shall terminate when the employment terminates, or the Obligee discovers or becomes aware of any default committed by such employee, or the employee's name is omitted from the schedule attached as of any anniversary date. The coverage on any employee, or the bond in its entirety, may be terminated by written notice from either of the parties to the other. Such notice from the Surety shall become effective thirty days after receipt thereof by the Obligee; such notice from the Obligee shall become effective immediately upon receipt thereof by the Surety.
- 9. The liability of the Surety shall not be affected by any attempt by anyone representing or purporting to represent the Surety to construe or interpret this bond, nor by any change in the printed provisions of the bond made otherwise than by written instrument duly executed by a Vice-President of the Surety or by a printed endorsement duly executed by an attorney-in-fact.



SCHEDULE OF EMPLOYEES COVERED HEREUNDER

ACCEPTANCE NUMBER	NAME	POSITION	LOCATION	LIABILITY	PREM.
1.	Jennifer M. Giancola	Payroll Clerk-City	Whiting	\$ 8,500	
2.	Michael A. Mazur	Sanitary Dist. Com	Whiting	8,500	
3.	Edward D. Harbin	Sanitary Dist. Com	Whiting	8,500	. «.
4.	Philip R. Thompson	Sanitary Dist. Com	Whiting	8,500	
5.	Dennis R. Moore	Sanitary Dist. Com	Whiting	8,500	
6.	Stephen Miller	Police Pension Secretary CUME	Whiting nt 18	8,500	
7.	Elizabeth Bonchik	Deputy Clerk-City	Whiting	8,500	
8.	Ronald J. Gyure This	City Engineernt is th	Whitingperty	1 8,500	
9.	Dennis Weller tl	Police Chief County	Whitingrder!	8,500	
10.	Elaine M. Gaj <mark>ewski</mark>	Clerk	Whiting	8,500	
11.	Mary Holtrop	Asst. Water Clerk	Whiting	8,500	
12.	Martin G. Jak <mark>ubowski</mark>	Park Supt.	Whiting	8,500	
13.	Judith Fehrm <mark>an</mark>	City Court Clerk	Whiting	8,500	
14.	Edward S. Va <mark>nek</mark>	Bldg. Comissioner	Whiting	8,500	
15.	Mark Kobli	Fire Cheif	Whiting	8,500	
16.	Donald L. Gray	City Attorney	Whiting	8,500	
17.	Michael Mantich	Fire Pension Sec	Whiting	8,500	
18.	Robert J. McKinney	Animal Control	Whiting	8,500	
19.	Catherine McGeath	Custodian for City	Whiting	8,500	
20.	Elaine Hyrinyo	Acting Clerk/Bailiff	Whiting	8,500	

Rate \$	per hundred, Annual Minimum Premium per employe	e, \$
Annual Minimum Earned	Premium per employee, \$	

SCHEDULE OF EMPLOYEES COVERED HEREUNDER

ACCEPTANCE NUMBER	NAME	POSITION	LOCATION	LIABILITY	PREM.
21.	Jane E. Davenport	Acting Clerk/Water Court	Whiting	\$ 8,500	
22.	Lisa Furto	Computer Opr/Clerk	Whiting	8,500	
23.	John J. Buranosky	Whiting Redev. Commission	Whiting	8,500	
24.	John Toleikis	Whiting Redev. Commission	Whiting	8,500	
25.	Rudolph H. Wunder	Whiting Redev. 1111C Commission	Whiting	8,500	
26.	Henry J. Blake	Whiting Redev. Commissionent is the	Whiting te property	8,500 Of	
27.	James F. Sandrick	Whiting Redev. Unity Commission	Whiting rder!	8,500	
28.	Marie Louise Gregor	Water Clerk	Whiting	8,500	
29.	Wanda S. Unate	Court Secretary	Whiting	8,500	
30.	Karen L. Anaszewicz	Asst. Water Clerk	Whiting	8,500	
				\$4 <u>.</u>	

Rate \$	per hundred, Annual Minimum Premium per employee, \$
Annual Minimum Earned	Premium per employee, \$

Ohio Farmers Insurance Co.

NOT OFFICIAL!
PUBLIC OFFICIAL
PUBLIC BÖNDOROPERTY of the Lake County Recorder!
(Name Form)

No.

-TO
Obligee

BD 5037 (12/94)

POWER NO. 0000044 00

General Power of Attorney **CERTIFIED COPY**

Ohio Farmers Insurance

Westfield Center, Ohio

Know All Men by These Presents, That OHIO FARMERS INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, does by these presents make, constitute and appoint **BETH A. HOWER**

and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, of LODI place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000)----

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the Ohio Farmers Insurance Company:

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating and any such Attorney in Fact shall be as helding upon the Company's It stoned by the President and sealed and

obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." (Adopted at a meeting held on the 3rd day of July, 1957.)

"Be It Resolved, that the power and authority to appoint Attorney(s)-in-Fact granted to certain officers by a resolution of this Board on the 3rd day of July, 1957, is hereby also granted to any Assistant Vice-President." (Adopted at a meeting held on the 19th day of July, 1976.)

This power of attorney and certificate is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Ohio Farmers Insurance Company at a meeting duly called and held on the 9th day of June, 1970:

"Be it Resolved, that the signature of any authorized officer and the seal of the Company hertofore or hereafter affixed to any power of attorney are certificate hearing foreign the seal of the company hertofore or hereafter affixed and sealed and any power of attorney are certificate hearing foreign the seal of the company hertofore or hereafter affixed and sealed and sealed and any power of any authorized officer and the seal of the Company hertofore or hereafter affixed to any power of attorney or certificate hearing foreign the seal of the company at a fact miles and any power of attorney or certificate and the seal of the company at a fact miles and any power of attorney or certificate and the seal of the company at a fact miles and any power of attorney or certificate and the seal of the company at a fact miles and any power of attorney or certificate and the seal of the company at a fact miles and any power of attorney or certificate and the seal of the company at a fact miles and any power of a transport or certificate and the seal of the company at a fact miles and any power of a transport or certificate

attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

In Witness Whereof, OHIO FARMERS INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 24th day of MAY A.D., 1990

Corporate Seal Affixed

State of Ohio County of Medina

OHIO FARMERS INSURANCE COMPANY

By Richard L. Kinnaird, Jr.

Vice President

A.D., 1990, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly On this 24th day of MAY sworn, did depose and say, that he resides in Medina, Ohio; that he is Vice President of OHIO FARMERS INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order,

Notarial Seal Affixed

State of Ohio

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County of Medina

55.:

James M. Walker

Notary Public

My Commission Does Not Expire Sec. 147.03 Ohio Revised Code

CERTIFICATE

I, Richard A. Wallet, Assistant Secretary of the OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 8th A.D., 2000

February

ichoud A. Wallet **Richard A Wallet**

Assistant Secretary