

SPONSOR:

*Reed/Colby*

## ORDINANCE NO. 04-06

AN ORDINANCE FINDING THE LOWEST RESPONSIBLE AND RESPONSIVE BID, AWARDING THE CONTRACT FOR THE DEMOLITION OF THE GIBSON HOUSE TO STOCKMEISTER ENTERPRISES, INC., 239 WATER STREET, JACKSON, OHIO 45640, AND DECLARING AN EMERGENCY.

WHEREAS, the City recently acquired real property in the City of Jackson commonly known and referred to as the Gibson House property; and

WHEREAS, in Ordinance No. 142-05, Fannin Construction was authorized to demolish the Gibson House in an amount not to exceed \$35,000.00; and

WHEREAS, since the passage of Ordinance No. 142-05 Fannin Construction has indicated it does not desire to proceed with the demolition, and as a result the City has proceeded with a formal bidding process for the demolition of the Gibson House; and

WHEREAS, the structure located on the premises is in a state of disrepair and is in need of being demolished and removed from the property as quickly as possible in order to protect the citizens who traverse in this area.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON, STATE OF OHIO, as follows:

**Section One.** Ordinance No. 142-05 is modified so as to remove Fannin Construction as the business performing the demolition, and Council now finds that Stockmeister Enterprises, Inc., 239 Water Street, Jackson, Ohio 45640, is the lowest responsive and responsible bidder for the demolition of the Gibson House, which is a structure located on city owned real property. This contract has been lawfully advertised and bid, and the lowest responsive and responsible bid is in the total amount of Thirty One Thousand Five Hundred and No/100 Dollars (\$31,500.00). This contract shall be paid from line item 110-7750-53091 (Demolition Expenses).

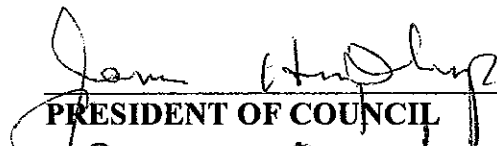
**Section Two.** The Mayor or the Safety Director is hereby authorized to execute this Contract and any financing documents according to the terms of the lowest responsive and responsible bid.

**Section Three.** This Ordinance is hereby declared to be an emergency Ordinance necessary for the immediate preservation of the public peace, health, or safety of the City of Jackson, in that it is necessary to commence with the demolition of the structure as soon as possible in order to remove a potentially unsafe structure and therefore protect citizens who may traverse in the area of the Gibson House. Therefore, this Ordinance shall go into effect upon passage and approval by the Mayor, as provided in Ohio Revised Code Section 731.30.

**Section Four.** In the event this Ordinance receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Ordinance shall be deemed to have passed but with no emergency clause, and shall take effect at the earliest time permitted by law.

**Section Five.** This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council that resulted in those formal actions were in meetings open to the public, all in compliance with the law.


Date: 01/12/06

  
\_\_\_\_\_  
PRESIDENT OF COUNCIL

  
\_\_\_\_\_  
CLERK OF COUNCIL

Approved:

Date: 01/12/06

  
\_\_\_\_\_  
MAYOR

# MINUTES OF BID OPENING

City of Jackson, Ohio

BID NO. 15-05      ORD. NO. APPROVED ON \_\_\_\_\_

TITLE OF BID GIBSON HOUSE BLDG: DEMO & REMOVAL      DATE APPROVED \_\_\_\_\_

DATE 12/22/05

LOCATION DIR PUB SERV OFFICE      TIME 2:00 P.M.

BIDDER	AMOUNT OF BID	ALTERNATE BID	REMARKS
<i>Harry Sutcliffe H-B Contracting</i>	<i>\$ 54,800.00</i>		
<i>Maria Lupton Septimo Enterprises</i>	<i>\$ 59,440.00</i>		
<i>Stockmayer Enterprises</i>	<i>\$ 31,500.00</i>		
<i>Diamond Excavating</i>	<i>\$ 65,000.00</i>		
<i>Buermann Enterprises</i>	<i>\$ 73,000.00</i>		

SUBMITTED BY: *Maria Lupton*

BID FOR LUMP SUM CONTRACTS

Place Jackson Ohio  
Date 12-22-05

Proposal of STOCKMEISTER ENTERPRISES, INC. (here inafter called "Bidder") a corporation, organized and existing under the laws of the State of OHIO, or a partnership or individual doing business as \_\_\_\_\_

To the CITY OF JACKSON, OH, (hereinafter called "Owner")  
Gentlemen:

The bidder, in compliance with your invitation for bids for the construction of DEMOLITION OF THE GIBSON HOUSE, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 30 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 350 for each consecutive calendar day thereafter provided in the general conditions.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_  
None  
\_\_\_\_\_  
\_\_\_\_\_

BASE PROPOSAL: Bidder agrees to perform all the construction work described in the specifications and shown on the plans, for the sum of THIRTY ONE THOUSAND FIVE HUNDRED ~~dollars~~ (31,500.00)  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount in words will govern.)

ALTERNATE PROPOSALS: NONE

Alternate #1: \_\_\_\_\_  
\_\_\_\_\_

Add/Deduct the sum of \_\_\_\_\_ \$ \_\_\_\_\_

Alternate #2: \_\_\_\_\_  
\_\_\_\_\_

Add/Deduct the sum of \_\_\_\_\_ \$ \_\_\_\_\_

Alternate #3: \_\_\_\_\_  
\_\_\_\_\_

Add/Deduct the sum of \_\_\_\_\_ \$ \_\_\_\_\_

Alternate #4: \_\_\_\_\_  
\_\_\_\_\_

Add/Deduct the sum of \_\_\_\_\_ \$ \_\_\_\_\_

Alternate #5: \_\_\_\_\_  
\_\_\_\_\_

Add/Deduct the sum of \_\_\_\_\_ \$ \_\_\_\_\_

Alternate #6: \_\_\_\_\_  
\_\_\_\_\_

Add/Deduct the sum of \_\_\_\_\_ \$ \_\_\_\_\_

UNIT PRICES.

For changing the quantities of work items from those indicated by the contract drawings upon written instructions from the engineer, the following unit prices shall prevail:

1.	_____	\$
2.	_____	\$
3.	_____	\$
4.	_____	\$
5.	_____	\$
6.	_____	\$
7.	_____	\$
8.	_____	\$
9.	_____	\$
10.	_____	\$
11.	_____	\$

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

Bidder understands the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The Bid security attached in the sum of Thirty-one thousand Five Hundred dollars (\$ 31,500.00) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By [Signature]  
(Signature of bidder)

President

(Title)

239 Water St.  
Jackson, OH 45740  
(Business address & zip)

PH #: 740-286-1619

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF  
PERSONAL PROPERTY TAXES

O.R.C. 5919.042

STATE OF OHIO \_\_\_\_\_

File No. SS: 31AC74935

TO: City of Jackson

The undersigned, being first duly sworn, having been awarded a contract by you for Remolition of Gibson House hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

[Signature]

Sworn to before me and subscribed in my presence this 22<sup>nd</sup> day of December, 2005.

[Signature]  
Notary Public



SHARON ANN ARMSTRONG  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES FEBRUARY 15, 2009

NONCOLLUSION AFFIDAVIT

State of Ohio

County of McKean

BID Identification GIBSON HOUSE DEMOLITION

CONTRACTOR STICKLEBASTER ENTERPRISES, INC.  
being first duly sworn, deposes and says that he is President  
(sole owner, a partner, president, secretary, etc.) of STICKLEBASTER ENTERPRISES, INC.  
\_\_\_\_\_ the party making the foregoing BID; that such BID


is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Randy McDowell  
Randy McDowell - President

Subscribed and sworn to before me this 22<sup>nd</sup> day of Dec  
22, 2005

Seal of Notary

Sharon Ann Armstrong  
 SHARON ANN ARMSTRONG  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES FEBRUARY 15, 2009



## BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to ten percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, STOCKMEISTER ENTERPRISES, INC.

as Principal and OHIO FARMERS INSURANCE COMPANY  
as Surety, are hereby held and firmly bound unto CITY OF JACKSON  
hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted  
by the Principal to the Obligee on DECEMBER 22, 2005  
to undertake the project known as: GIBSON HOUSE DEMOLITION

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein, and

\_\_\_\_\_  
Here insert full name or legal title of Contractor and address  
Here insert full name or legal title of Surety  
Here insert full name or legal title of Owner

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 22nd day of DECEMBER, 2005

STOCKMEISTER ENTERPRISES, INC.

Principal

By: 

Title: President

OHIO FARMERS INSURANCE COMPANY

Surety

By: 

Attorney-in-Fact

LAURA HALL

Surety Company Address:

OHIO FARMERS INSURANCE COMPANY

2000 POLARIS PARKWAY

COLUMBUS, OHIO 43240

Surety Agent's Name and Address

HRH OF OHIO

2245 NORTH BANK DRIVE

COLUMBUS, OHIO 43220

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/26/04, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3412842 02

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DAVID N. DOUB, BRADLEY W. STAMMLER, WILLIAM D. MUSIC, JR., MAC B. LEAVITT, LAURA HALL, GREGORY R. OVERMYER, JACK E. KEHL, JR., MARY K CRIST, JOINTLY OR SEVERALLY

of COLUMBUS and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable 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 resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive 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:

The 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 cancelling 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."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of 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." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 26th day of OCTOBER A.D., 2004 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Signature of Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 26th day of OCTOBER A.D., 2004 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and 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 Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards 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 seals of said Companies at Westfield Center, Ohio, this 22nd day of

December A.D. 2005



Signature of Frank A. Carrino

Frank A. Carrino, Secretary

**Financial  
Statement**

**Ohio Farmers Insurance Co.**

December 31, 2004

Westfield Center, Ohio 44251-5001

(in thousands)

ASSETS	
Cash	\$ 15,021
Bonds	179,074
Stocks, Unaffiliated	55,193
Stocks, Affiliated	814,051
Real Estate	57,986
Agents' Balances and Uncollected Premiums, Net	40,328
Interest and Dividends Accrued	1,991
Other Admitted and Intangible Assets	<u>38,405</u>
<b>Total Admitted Assets</b>	<b><u>\$1,202,050</u></b>
LIABILITIES	
Reserve for Unearned Premiums	\$ 59,278
Reserve for Unpaid Losses and Loss Expenses	89,040
Reserve for Taxes and Other Liabilities	<u>134,018</u>
<b>Total Liabilities</b>	<b>282,335</b>
SURPLUS	
Capital Stock	0
Surplus	<u>919,715</u>
<b>Total Surplus</b>	<b>919,715</b>
<b>Total Liabilities &amp; Surplus</b>	<b><u>\$1,202,050</u></b>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is Senior Executive - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of Ohio and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2004.

Attest:

*Frank Carrino*

Frank A. Carrino  
Corporate Counsel & Secretary

*Richard L. Kinnaird, Jr.*

Richard L. Kinnaird, Jr.  
Senior Executive  
Surety Operations



Sworn to before me this 9th day of February, A.D., 2005.

My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code

*William J. Kahelin*

William J. Kahelin  
Attorney at Law  
Notary Public - State of Ohio



Office of Financial  
Regulation Services  
2100 Stella Court  
Columbus, OH  
43215-1067  
(614) 644-2658  
Fax (614) 644-3256  
www.ohioinsurance.gov

## Ohio Department of Insurance

Bob Taft - Governor  
Ann Womer Benjamin - Director



### Certificate of Compliance

Issued 06/08/05  
Effective 07/01/05  
Expires 06/30/06

I, Ann Womer Benjamin, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)	
Accident & Health	Medical Malpractice
Aircraft	Multiple Peril - Commercial
Allied Lines	Multiple Peril - Farmowners
Boiler & Machinery	Multiple Peril - Homeowners
Burglary & Theft	Noncancellable A & H
Collectively Renewable A & H	Nonrenew - State Reasons (A&H)
Commercial Auto - Liability	Ocean Marine
Commercial Auto - No Fault	Other Accident only
Commercial Auto - Phys. Damage	Other Liability
Credit Accident & Health	Private Passenger Auto - Liab.
Earthquake	Private Passenger Auto-Other
Fidelity	Private Passenger-Phys Damage
Financial Guaranty	Surety
Fire	Workers Compensation
Glass	
Group Accident & Health	
Guaranteed Renewable A & H	
Inland Marine	

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2004 that it has admitted assets in the amount of \$1,202,049,684, liabilities in the amount of \$282,335,036, and surplus of at least \$919,714,648.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Ann H. Womer Benjamin  
Director



Date Refer to bond

Policy/Bond Number Refer to bond if any

Quote



**WESTFIELD**  
**INSURANCE**

A member of Westfield Group<sup>SM</sup>

Name Refer to bond

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

## **Policyholder and/or Bondholder Disclosure: NOTICE OF TERRORISM INSURANCE COVERAGE**

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act became effective immediately and establishes a temporary Federal program that provides for a system of shared public and private compensation for an "insured loss" resulting from certified acts of foreign "terrorism", as defined under the Act. The Act further requires that all in-force exclusions for acts of terrorism, as defined in the Act, already contained in a policy/bond or included as an endorsement in a policy/bond, become nullified as of November 26, 2002.

Coverage for acts of terrorism is included in your current policy/bond and/or in any policy/bond quoted for you. You should know that, effective November 26, 2002, under your existing coverage, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The actual coverage provided by your policy/bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, limits, other provisions of your policy/bond, any endorsements to the policy/bond and generally applicable rules of law.

During your current policy/bond period, the portion of your premium that is attributable to coverage for acts of terrorism is \$0.00. If it becomes necessary to include a premium for terrorism coverage in a future renewal of your policy/bond, you will receive notification of that premium through a separate line in your policy/bond.

Should you have any question regarding this notice, please contact your insurance agent.

Agency Name HRH of Ohio  
City, State, Zip 2245 North Bank Drive  
Columbus, OH 43220  
Agency Code 34-1284

Ohio Department of Administrative Services  
Bob Taft, *Governor*  
Scott Johnson, *Director*

Equal Opportunity Division  
30 E. Broad Street  
18th Floor  
Columbus, Ohio 43215

614.466.8380 voice  
614.728.5628 fax  
[www.das.ohio.gov/eod](http://www.das.ohio.gov/eod)



09/13/2005

Expiration Date : 03/12/2006

Stockmeister Enterprises, Inc.  
239 Water Street/Box 684  
Jackson, Oh 45640

**RE: Certificate of Compliance**

This Certificate of Compliance certifies that your company has not violated any affirmative action program that the company was required by law to maintain, in conformity with Revised Code Section 9.47. This certificate expires 180 days from the date of issuance.

As part of your continued compliance under the Implementation of Affirmative Action Programs OAC 123:2-3-03(F), your company and subcontractors are required to file Monthly Utilization Work Hour reports - Input Form 29 for statewide workforce. The report is required to be filed with the Equal Opportunity Division by the 10th of each month. A contractor's or subcontractor's failure to submit Monthly Utilization Work Hour reports shall be a basis for invoking any of the sanctions set forth in the Ohio Administrative Code 123:2-7-01.

The Certificate of Compliance application and the Monthly Utilization Work Hour Report - Input Form 29 are available via the World Wide Web. These forms shall be electronically submitted to our office by accessing EOD's web page at:

<http://www.das.ohio.gov/eod/CCSubmitReportSwitchboard.htm>

If you have any questions or concerns please contact our office at (614) 466-8380.

Sincerely,

A handwritten signature in black ink, appearing to read "Wiley H. Clodfelder".

Wiley H. Clodfelder  
State EEO Coordinator

*Service, Support, Solutions for Ohio Government*



## STATE OF OHIO

## BUREAU OF WORKERS' COMPENSATION

COLUMBUS, OHIO 43215-2256

## CERTIFICATE OF PREMIUM PAYMENT

This certifies that the employer listed below has paid into the State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

THIS CERTIFICATE MUST BE CONSPICUOUSLY POSTED.

POLICY NO. AND EMPLOYER

PERIOD SPECIFIED BELOW

831171

07/01/2005 THRU 02/28/2006

STOCKMEISTER ENTERPRISES, INC.  
PO BOX 684  
JACKSON, OH 45640-0684

www.ohiobwc.com

  
ADMINISTRATOR

THIS CERTIFICATE MAY BE REPRODUCED AS NEEDED

## OHIO BUREAU OF WORKERS' COMPENSATION

## REQUIRED POSTING

Effective October 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means that an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove that the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

THIS LANGUAGE MUST BE POSTED WITH THE CERTIFICATE OF COVERAGE



January 19, 2005

SEARON ARMSTRONG  
STOCKMEISTER ENTERPRISES, INC.  
PO BOX 684  
JACKSON, OH 45640

BWC Drug-Free Workplace Program Status
Policy Number: 831171
Program: DFWP
DFWP Eff Date: January 1, 2005
Approved Level: L3A
Potential Discount: 20%
Participation Year: 3 OF 5

Dear Employer:

Congratulations on the completion of your SECOND year with the BWC Drug-Free Workplace Program (DFWP). Your positive action to partner with BWC to help remove the abuse of drugs and alcohol from Ohio's job sites makes you one of the leaders in Ohio in the promotion of workplace safety and health.

The THIRD year of your DFWP Program has been approved for the program level and premium discount\* shown in the box at the top of this letter. Employers approved for level 2 or 3 must implement the required steps of the Ten-Step Business Plan. The requirements are specified in the Technical Assistance Manual you were provided or viewable on our website. Please contact your account representative at your local BWC Customer Service office if you have any questions.

Just a reminder, BWC Safety Grants are available to help offset the cost of implementing many of the DFWP program requirements. For more information, log onto our website at [www.ohiobwc.com](http://www.ohiobwc.com).

You are to be commended for the effort your company has put into this program. We continue to stand ready to assist you in any way that we can to improve workplace safety and to reduce the cost of workers' compensation insurance.

Thank you for your efforts!

Sincerely,

A handwritten signature in cursive script, appearing to read 'Lauree Raica', is written over a horizontal line.

Lauree Raica  
Chief Risk Officer

# ACORD, CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):

PRODUCER  
 Sheward Insurance  
 PO Box 346  
 Jackson, Ohio 45640

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
 Stockmeister Enterprises, Inc.  
 239 Water Street  
 Jackson, Ohio 45640

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Auto Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PBP1007701	04/01/05	04/01/06	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP0066920	04/01/05	04/01/06	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$	PBP1007701	04/01/05	04/01/06	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

APPROVED REPRESENTATIVE

*Michael Z. Smith*

