

## ORDINANCE NO. 00-104 AC CMS

### AN ORDINANCE ACCEPTING THE BID OF FARABEE CONSTRUCTION, INC., OF HICKMAN, NEBRASKA, FOR REMOVAL OF TWO GENERATORS AT THE OBERLIN MUNICIPAL LIGHT & POWER SYSTEM AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the bid of Farabee Construction of Hickman, Nebraska, for removal of two generators at the Oberlin Municipal Light & Power System is hereby accepted, and the City Manager is hereby authorized and directed to enter into a contract in accordance with their bid, and in an amount not to exceed \$29,700.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or related to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, safety and welfare of the citizens of the City of Oberlin, Ohio, to wit:

"to enter into contract within time constraints fixed by the competitive bidding process and to provide for the usual daily operation of a municipal department", and shall take effect immediately upon passage.

PASSED: 1<sup>st</sup> Reading - October 16, 2000 (A) (E)  
2<sup>nd</sup> Reading -  
3<sup>rd</sup> Reading -

ATTEST:

  
CLERK OF COUNCIL

  
CHAIR OF COUNCIL

POSTED: October 17, 2000

EFFECTIVE DATE: October 17, 2000

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into as of the 16<sup>th</sup> day of October, 2000, by Farabee Construction, Inc., Box 188, Hickman, NE 68372, hereinafter called the "Contractor" and the City of Oberlin, Ohio, 289 South Professor St., Oberlin, OH 44074, hereinafter called the "Owner".

IT IS AGREED THAT:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish the necessary labor, equipment and material for the completion of the Work as set forth in the Specifications and Plans identified as "DISMANTLING AND REMOVING TWO DIESEL ENGINE ELECTRICAL GENERATING UNITS AND AUXILIARY EQUIPMENT PRESENTLY OWNED BY THE OBERLIN MUNICIPAL LIGHT AND POWER, OBERLIN, OHIO, PROJECT NO. 00686, 2000".

ARTICLE II - CONTRACT SUM: The Owner shall pay the Contractor for the performance of this Contract according to the following schedule of prices:

### BID ITEM I

To purchase, disconnect, and remove two Fairbanks-Morse, straight diesel engine electrical generating units, with auxiliary equipment, piping, wiring, and conduit, Unit 2 installed in 1941 and Unit 3 installed in 1934, all as called for in the Specifications or on the Drawings, all for the lump sum price of Twenty-Nine Thousand Seven Hundred Dollars (\$29,700.00), to be paid the Contractor by Oberlin Municipal Light and Power.

The Contractor will complete all work required by Bid Item I within 45 calendar days or less, after Contract award, subject only to unavoidable delays.

ARTICLE III - COMPLETION TIME: The Contractor shall complete the work as specified by November 30, 2000.

ARTICLE IV - CONTRACT DOCUMENTS: The Contract Documents shall consist of the following component parts:

A. LEGAL AND PROCEDURAL DOCUMENTS

- (a) Advertisement for Bids
- (b) Contractor's Proposal
- (c) Proposal Guarantee
- (d) Contract Agreement
- (e) Construction and Maintenance Bond (Performance Bond)
- (f) Certificate of Insurance
- (g) Delinquent Personal Property Tax Affidavit
- (h) Equal Employment Opportunity Report
- (i) Experience Statement
- (j) Fiscal Officer's Statement
- (k) Legal Officer's Statement

B. GENERAL CONDITIONS

C. SPECIAL CONDITIONS

D. SPECIFICATIONS

E. PLANS

F. ADDENDA

G. CHANGE ORDERS

THIS DOCUMENT, together with the other Documents herein above mentioned, form the Contract, and they are as fully a part of this Contract as if hereto attached or herein repeated.

IN WITNESS WHEREOF, the Parties hereto have caused this Document to be executed in at least two (2) original counterparts as of the day and year first above written.

OWNER:  
City of Oberlin, Ohio  
289 South Professor St.  
Oberlin, OH 44074

(SEAL)

COUNTERSIGNED  
(Or Attested)

Mundy M. Schatz

Date Nov 1, 2000

By [Signature]

Title CITY MANAGER

Date 10/31/00

CONTRACTOR  
Farabee Construction, Inc.  
Box 188  
Hickman, NE 68372

COUNTERSIGNED  
(Or Attested)

[Signature]

Date 10-19-2000

By [Signature]

Title Pres.

Telephone No. 402-792-2900

Date Oct 19 00

## NOTICE OF AWARD

To: Farabee Construction, Inc.  
Box 188, 7600 Panama Road  
Hickman, NE 68372

The City of Oberlin, Ohio, having considered the Bid submitted by you for Dismantling and Removing Two (2) Diesel Engine Electrical Generating Units and Auxiliary Equipment in response to the Advertisement for Bids dated October 5, 2000 and in the amount of \$29,700 does hereby notify you that your Bid has been accepted by City Ordinance No. 00-104 AC. The following variations from the Specifications and Bid Instructions have been allowed:       None

You are required to execute the Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement within ten (10) calendar days of the date of this Notice, the City of Oberlin will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned and as a forfeiture of your Bid Security. The City of Oberlin will also be entitled to such other rights as may be granted by law.

City of Oberlin, Ohio

By: *Robert D. Smith*

Title: CITY MANAGER

Date: October 17, 2000

### Acceptance of Notice Award

Receipt of the above Notice of Award is hereby acknowledged by

FARABEE CONSTRUCTION INC., this 23 day of OCT, 2000.

By: *Dana A. Farabee*

Title: PRESIDENT

CITY OF OBERLIN, OHIO

**LEGAL OFFICER'S CERTIFICATE**

Project Identification: REMOVAL OF ENGINE GENERATORS

The foregoing Agreement between the City of Oberlin, Ohio, (City)  
and Farabee Construction, Inc. (Contractor) is approved as to form.

10-31-00

Date

  
Eric Severs, City Solicitor

**CITY OF OBERLIN**

**FISCAL OFFICER'S CERTIFICATE**

**Project Identification: Removal of Engine Generators**

I, Salvatore Talarico , Auditor hereby certify that I am the qualified and acting fiscal officer of the City of Oberlin, Ohio, and that the amount of money, to wit \$ \$29,700, required to meet the cost of the attached Agreement between the City of Oberlin and Farabee Construction, Inc. (Contractor) has been lawfully appropriated for the purpose of said Agreement and the money so appropriated is on deposit (in process of collection) to the credit of the appropriate fund free from any previous encumbrances.

Date: 11/1/00

Signature: 

Name: Salvatore Talarico

Title: City Auditor

**JAMES N. TAYLOR CO., L.P.A.**

**Attorneys at Law**  
409 East Avenue, Suite B  
Elyria, Ohio 44035-5717

**JAMES N. TAYLOR**  
**J. TERRY ROBINSON**

TELEPHONE: (440) 323-5700  
FACSIMILE: (440) 284-2818

October 26, 2000

**VIA TELEFACSIMILE (#775-1546)**  
**& REGULAR U.S. MAIL**

Mr. Steve Dupee  
Interim Director  
Oberlin Light & Power  
85 South Main Street  
Oberlin, Ohio 44074

**RE: Farabee Construction, Inc.**  
**Statutory Agent in Ohio**

Dear Mr. Dupee:

Please be advised that this law firm has been retained by Farabee Construction, Inc. in order to serve as their Statutory Agent in Ohio. Enclosed, is a copy of the document filed with the State of Ohio on October 24, 2000.

If you have questions with respect to this matter, please contact the undersigned.

Very truly yours,

**JAMES N. TAYLOR CO., L.P.A.**

by: 

J. Terry Robinson

JTR:df

Enclosure(s)

cc: Mr. Robert DiSpirito

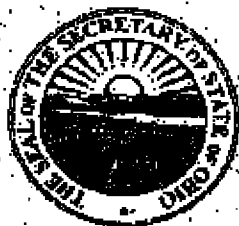


Oct 24 00 01:15p

James N. Taylor

440-284-2818

p.2

Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the Forms Inventory List (using the 3 digit form # located at the bottom of this form). To obtain the Forms Inventory List or for assistance, please call Customer Service:

Central Ohio: (614) 466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this form

☒ Yes

## APPLICATION FOR REGISTRATION OF FOREIGN LIMITED LIABILITY COMPANY

The undersigned limited liability company hereby applies for a Certificate Of Registration to transact business in the State of Ohio, and for that purpose submits the following statements:

- The name of the limited liability company in its state of organization/registration is:  
Farabee Construction, Inc.  
7300 Panama Road, P.O. Box 188, Hickman, Nebraska 68372
- The name under which the limited liability company desires to transact business in Ohio is:  
Farabee Construction, Inc.
- The limited liability company was organized or formed on July 19, 1977  
under the laws of the state/country of Nebraska, United States of America
- The address to which interested persons may direct requests for copies of the articles of organization, operating agreement, bylaws, or other charter documents of the company is:  
Mr. Dan Post, Farabee Construction, Inc.  
7300 Panama Road, P.O. Box 188, Hickman, Nebraska 68372
- The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is:  
J. Terry Robinson, Attorney at Law 409 East Avenue, Suite B  
(name) (street and number)  
Elvira, Ohio Ohio 44035  
(city, village or township) (zip code)
- The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:
  - the agent cannot be found, or
  - the limited liability company fails to designate another agent when required to do so, or
  - the limited liability company's registration to do business in Ohio expires or is cancelled.

IN WITNESS WHEREOF, the undersigned has executed this application on October 23, 2000

(date)

Farabee Construction, Inc.

(name of limited liability company)

By: X Dale A. Farabee Pres

Duly Authorized Representative

[Ohio Revised Code Section 1705.34(A)]

## PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Farabee Construction, Inc. as principal, hereinafter referred to as "Contractor", and EMPLOYERS MUTUAL CASUALTY COMPANY a corporate surety company authorized to transact business in the State of Nebraska, as surety, hereinafter referred to as "Surety", are held and firmly bound unto the Oberlin Municipal Light & Power, Oberlin, Ohio, in the penal sum of Twenty-nine-thousand-seven-hundred and no/100 Dollars (\$29,700.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the Contractor has entered into a certain contract with the Oberlin Municipal Light & Power, Oberlin, Ohio, dated \_\_\_\_\_, which contract, hereby defined to include all contract documents (instruction to bidders, the accepted bid proposal, special and general conditions, specifications, and drawings), is by reference hereby made a part hereof and is hereinafter referred to as "Contract", for Dismantling and Removing Two Diesel Engine Electrical Generating Units and Auxiliary Equipment Project No. 00686-2000.

NOW THEREFORE, if the Contractor: (1) shall, in all particulars, well, duly, and faithfully observe, perform, and abide by each and every covenant, condition, and part of the Contract, according to the true intent and meaning in each case, AND save harmless and defend the Oberlin Municipal Light & Power, Oberlin, Ohio all suits, judgments, damages, costs, charges, and expenses which may accrue from failure to do so, AND make good any and all guarantees which the Contract may require of the Contractor or of the subcontractors; and (2) shall duly pay for all labor, materials, equipment, tools, repairs on machinery, provisions, utilities, fuels, lubricants, and all other supplies or materials actually used or rented by the Contractor or by the subcontractors in performance of the Contract, including all insurance premiums or insurance required by the Contract, together with interest as provided by law - THEN this obligation shall be and become null and void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect the Surety's obligation on this bond, and the Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

IN WITNESS THEREOF, this bond is executed this 11th day of October, 2000.

Daniel H. Bost

Witness

P.O. Box 188 Hickman, Nbr 68372  
Address

Diana Wilson

Witness

PO Box 6847, Lincoln, NE 68506  
Address

FARABEE CONSTRUCTION, INC.

By: Carol A. Dorn

P.O. Box 441, Hickman, Nebraska 68372  
Address

EMPLOYERS MUTUAL CASUALTY COMPANY  
Surety

By: Carol A. Dorn

Carol A. Dorn, Attorney-in-Fact  
PO Box 6847, Lincoln, NE 68506  
Address

(Accompany this bond with Attorney-in-fact's authority from Surety, certified to include the date of the bond)

# EMC Insurance Companies

P.O. Box 712 • Des Moines, Iowa 50303

No. 414881

## CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Illinois Corporation

5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. The Hamilton Mutual Insurance Company, an Ohio Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

JEFFREY C. GREENWALD, CAROL A. DORN, KIM L. HUTCHINSON, INDIVIDUALLY, LINCOLN, NEBRASKA

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

IN AN AMOUNT NOT EXCEEDING TEN MILLION DOLLARS (\$10,000,000.00)

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company; and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire April 1, 2003 unless sooner revoked.

## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to: (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto; bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her; Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 28th day of January, 2000

*Bruce G. Kelley*  
Bruce G. Kelley, Chairman  
of Companies 2, 3, 4, 5 & 6; President  
of Company 1; Vice Chairman and  
CEO of Company 7

*Donald L. Coughenower*  
Donald L. Coughenower  
Assistant Secretary

On this 28th day of January AD 2000, before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Donald L. Coughenower, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Donald L. Coughenower, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires September 30, 2000.

*Ruta Krumins*  
Notary Public in and for the State of Iowa

## CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on January 28, 2000 on behalf of Jeffrey C. Greenwald, Carol A. Dorn, Kim L. Hutchinson are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of October 2000

*David L. Hixenbaugh*  
Vice-President

**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
09/19/00

PRODUCER  
INSPRO, Inc.  
1919 S 40th St, Suite #104  
P.O. Box 6847  
Lincoln, NE 68506

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.

**INSURERS AFFORDING COVERAGE**

INSURED  
Farabee Construction, Inc.  
Farabee International Sales & Service  
P.O. Box 188  
Hickman, NE 68372

INSURER A: St. Paul Insurance Co.

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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	BFS00000568081	03/01/00	03/01/01	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	BFA00000568083	03/01/00	03/01/01	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS LIABILITY	BFS00000568081	03/01/00	03/01/01	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WVA2601913	03/01/00	03/01/01	1 WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>	
					E.L. EACH ACCIDENT	\$500,000
					E.L. DISEASE - EA EMPLOYEE	\$500,000
					E.L. DISEASE - POLICY LIMIT	\$500,000
	OTHER					

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

**CERTIFICATE HOLDER**

ADDITIONAL INSURED/INSURER LETTER: \_\_\_\_\_

**CANCELLATION**

Oberlin Municipal Light & Power  
Oberlin, OH

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.

AUTHORIZED REPRESENTATIVE

*Carol A. Spivey*

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT**

State of Ohio

County of Lorain

Bid Identification DEMOLITION OF TWO DIESEL ENGINES

Contractor Dale A. Farabee  
being first duly sworn, deposes and says he is

President  
(sole City, partner, president, secretary, etc.)  
of Farabee Construction, Inc., the party making the foregoing bid;

hereby affirms under oath, pursuant to Section 5119.042 of the Ohio Revised Code that, at the time the Bid was submitted the company (was) (was not) charged with delinquent personal property taxes of the General Tax List of Personal Property for Lorain County, Ohio.

If such charge for delinquent personal property taxes exists on the General Tax List of Personal Property for Lorain County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties shall be set forth below.

A copy of this statement shall be transmitted by the Fiscal Officer to the County Treasurer within thirty (30) days of the date it is submitted.

Delinquent Personal Property Tax \$ 0

Penalties \$ 0

Interest \$ 0

Signed:

Dale A. Farabee pres

Dale A. Farabee, President  
Name and Title

Subscribed and sworn to before me this 13<sup>th</sup> day of November 2000

Seal of Notary

Wendie A. Fleming  
Notary Public



WENDIE A. FLEMING  
Notary Public, State of Ohio  
My Commission Expires March 27 2004