



**LYNN A. MARO**  
Mahoning County Prosecuting Attorney

21 West Boardman Street, 6<sup>th</sup> Floor  
Youngstown, Ohio 44503  
E-mail: [Prosecutor@mahoningcountyoh.gov](mailto:Prosecutor@mahoningcountyoh.gov)

Telephone: 330-740-2330  
Facsimile (Criminal): 330-740-2008  
Facsimile (Civil): 330-740-2366

February 6, 2025

Western Surety Co.  
151 N. Franklin Street  
Chicago, Illinois 60606

VIA Fed Ex Overnight  
Tracking No. 8103 9318 1770

Kernan Insurance Agency, Inc.  
9932 Brewster Lane  
Powell, Ohio 43065

VIA Fed Ex Overnight  
Tracking No. 8103 9318 1678

RE: Project 513, Lake Milton Waterline replacement Project  
Project 531, Phase 1, Burgess Run Interceptor Sanitary Sewer replacement

Dear Sir or Madam:

Please be advised that on or about August 9, 2024, this office issued a demand letter making claims against the above referenced bid bonds. Specifically, there was a demand in the amount of \$11,767.00 in Project 513 and in the amount of \$57,195.70 for Project 531.

Please accept this letter as the permanent withdrawal of any and all claims against Rudzik Excavating's bid bonds for Project 513 [Lake Milton Waterline Replacement Project] and Project 531 [Phase 1 Burgess Run Interceptor Sanitary Sewer Replacement]. I have attached a copy of the bid bonds to this letter.

If you require any additional information from this office to effectuate this immediate permanent withdrawal of claims, please do not hesitate to contact me.

Very truly yours,

Kathi McNabb Welsh  
Chief Assistant Prosecuting Attorney

cc: Daniel T. Downey, Esq. via email at [ddowney@fisheldowney.com](mailto:ddowney@fisheldowney.com)  
Subodh Chandra, Esq. via email at [subodh.chandra@chandraLaw.com](mailto:subodh.chandra@chandraLaw.com)  
Martin P. Desmond, Esq. via email at [mpmd4@hotmail.com](mailto:mpmd4@hotmail.com)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Rudzlk Excavating, Inc.  
(Name & address or legal title of Contractor)  
401 Lowellville Road PO Box 206 Struthers, OH 44471  
as Principal,  
hereinafter called the Principal, and Western Surety Company  
(Name & address or legal title of Surety)

151 N. Franklin Street Chicago, IL 60606 a  
corporation duly organized under the laws of the State of South Dakota  
as Surety, hereinafter called the Surety, are held and firmly  
bound unto Board of Mahoning County Commissioners  
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of  
One Hundred Twenty Thousand and Zero Cents  
Dollars (\$120,000.00), for the payment of which sum well and truly  
to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_  
(Full name, address and description of project)  
Lake Milton Waterline Replacement Improvement - Contract No. 513

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 (10%) of the  
penalty hereof between the amount specified in the bid and such  
larger amount for which the Obligee may in good faith contract  
with the next lowest bidder to perform the work covered by the  
bid; or in the event the Obligee does not award the contract to  
the next lowest bidder and resubmits the project for bidding,  
the Principal pays to the Obligee the difference not to exceed  
ten percent (10%) 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 Principal within  
ten (10) 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 and the same as though set forth herein;

NOW ALSO, if the said Rudzik Excavating, Inc. shall well and faithfully do and perform the things agreed by Rudzik Excavating, Inc. to be done and performed according to the terms of said contract; 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 the benefit of any materialman or laborer having a just claim, as well as for the obligee 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 the said contract or in or to the plans or specifications therefor shall in any way affect the obligations of said surety on its bond.

Signed and sealed this 8th day of May, 20 24

Whit Smith  
(WITNESS)

Rudzik Excavating, Inc.  
(PRINCIPAL) (SEAL)

[Signature]  
(TITLE) JEFFREY RUDZIK, PRESIDENT

Kathleen Neal  
(WITNESS)

Western Surety Company  
(SURETY) (SEAL)

[Signature]  
(TITLE) Joe LeMasters  
Attorney-in-Fact

COMPLETE THIS FORM AND SUBMIT WITH BID

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PROPOSAL GUARANTY-PERFORMANCE/PAYMENT BOND  
(Sections 153.571 & 307.88 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

Rudzlk Excavating, Inc.

401 Lowellville Road, PO Box 206, Struthers, OH 44471

(NAME AND ADDRESS OF PRINCIPAL)

as principal and  
Western Surety Company

(NAME AND ADDRESS OF SURETY)

151 N Franklin Street Chicago, IL 60606

as

surety, are hereby held and firmly bound unto Board of Mahoning County Commissioners  
as obligee in the penal sum of the dollar amount of the bid  
submitted by the principal to the obligee on May 8, 2024

(DATE)

to undertake the project known as  
Lake Milton Waterline Replacement Project Improvement No. 513

(PROJECT NAME)

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

One Million Two Hundred Thousand and Zero Cents

Dollars (\$ 1,200,000.00).

(100 % of Bid)

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.

SIGNED THIS 8th DAY OF May, 20 24.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for  
Lake Milton Waterline Replacement Project Improvements no. 513

(ABOVE REFERENCED PROJECT)

BIDDER MUST FILL IN, SIGN AND SUBMIT WITH PROPOSAL.

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 materials; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pay to the obligee the difference not to exceed ten percent (10%) 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 fifteen (15) 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.

IF THE SAID PRINCIPAL shall well and faithfully perform each and every condition of such contract and indemnify and Obligee 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 materials therefor; 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 the benefit of any materialman or laborer having a just claim, as well as the Obligee 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 therefor 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 8th DAY OF May 20 24

FILL IN AND SIGN PRIOR TO BIDDING:

PRINCIPAL:

ATTEST:

Heidi Smith  
Christina Adams

Rudzik Excavating, Inc.  
(CONTRACTOR)

BY: [Signature]  
JEFFREY RUDZIK  
TITLE: PRESIDENT

SURETY:

Western Surety Company  
(SURETY COMPANY)

151 N. Franklin Street  
(STREET)

Chicago IL 60606  
(CITY) (STATE) (ZIP)

ATTEST:

Katherine Nucci

Kernan Insurance Agency, Inc.  
(AGENCY NAME)

9932 Brewster Lane  
(STREET)

Powell OH 43065  
(CITY) (STATE) (ZIP)

[Signature]  
(ATTORNEY-IN-FACT)  
Joe LeMasters

(ATTACH POWER OF ATTORNEY)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Gerald A Kernan, Cheryl K Cramer, Thomas J Litman, Laura M Batchelder, Gerald B Kernan, Joe LeMasters, Individually**

of Powell, OII, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of November, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

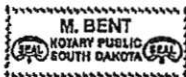
State of South Dakota }  
County of Minnehaha }

SS

On this 4th day of November, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of May, 2024 .



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

**Ohio Department of Insurance**

Mike DeWine - Governor

Judith French - Director



**Certificate of Compliance**

Issued 03/27/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, 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

**WESTERN SURETY COMPANY**

of South Dakota 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)**

Fidelity

Other Liability

Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2023 that it has admitted assets in the amount of \$2,126,616,005, liabilities in the amount of \$653,365,853, and surplus of at least \$1,473,250,152.

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

*Handwritten signature*



**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2023**

ASSETS

Bonds	\$ 1,935,600,431
Stocks	15,281,696
Cash, cash equivalents, and short-term investments	36,335,353
Receivables for securities	14,770,000
Investment income due and accrued	18,185,645
Premiums and considerations	70,728,009
Amounts recoverable from reinsurers	4,459,042
Net deferred tax asset	18,202,272
Receivable from parent, subsidiaries, and affiliates	12,895,815
Other assets	157,742
Total Assets	\$ 2,126,616,005

LIABILITIES AND SURPLUS

Losses	\$ 247,328,673
Loss adjustment expense	56,340,495
Commissions payable, contingent commissions and other similar charges	13,245,319
Taxes, License and fees (excluding federal and foreign income taxes)	5,075,390
Federal and foreign income taxes payable	829,556
Unearned premiums	316,760,881
Advance premiums	6,183,112
Ceded reinsurance premiums payable (net of ceding commissions)	4,347,066
Amounts withheld or retained by company for account of others	3,094,680
Provision for reinsurance	157,388
Payable to parent, subsidiaries and affiliates	9,464
Other liabilities	(6,171)
Total Liabilities	\$ 653,365,853

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,182,353,957
Surplus as regards policyholders	\$ 1,473,250,152

Total Liabilities and Capital \$ 2,126,616,005

I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2023, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

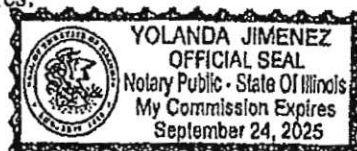


WESTERN SURETY COMPANY

By Julie Lee  
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 14th day of March, 2024.

My commission expires:



By Yolanda Jimenez  
Notary Public

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Rudzik Excavating, Inc.  
(Name & address or legal title of Contractor)  
401 Lowellville Road, PO Box 206, Struthers, OH 44471 as Principal,  
hereinafter called the Principal, and Western Surety Company  
(Name & address or legal title of Surety)

151 N. Franklin Street, Chicago, IL 60606 a  
corporation duly organized under the laws of the State of Illinois  
as Surety, hereinafter called the Surety, are held and firmly  
bound unto Board of Mahoning County Commissioners  
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of  
Fifty Seven Thousand One Hundred Ninety Five and Seventy Cents  
Dollars (\$57,195.70) for the payment of which sum well and truly  
to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Burgess Run Interceptor  
(Full name, address and description of project)  
Sanitary Sewer Replacement Improvement No. 531, Phase 1

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 (10%) of the  
penalty hereof between the amount specified in the bid and such  
larger amount for which the Obligee may in good faith contract  
with the next lowest bidder to perform the work covered by the  
bid; or in the event the Obligee does not award the contract to  
the next lowest bidder and resubmits the project for bidding,  
the Principal pays to the Obligee the difference not to exceed  
ten percent (10%) 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 Principal within  
ten (10) 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 and the same as though set forth herein;

NOW ALSO, if the said Rudzik Excavating, Inc. shall well and faithfully do and perform the things agreed by Rudzik Excavating, Inc. to be done and performed according to the terms of said contract; 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 the benefit of any materialman or laborer having a just claim, as well as for the obligee 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 the said contract or in or to the plans or specifications therefor shall in any way affect the obligations of said surety on its bond.

Signed and sealed this 8th day of May, 2024

Heidi Smith  
(WITNESS)

Rudzik Excavating, Inc.  
(PRINCIPAL) (SEAL)

[Signature]  
(TITLE) JEFFREY RUDZIK, PRESIDENT

Western Surety Company  
(SURETY) (SEAL)

Laura M. Patchelder  
(WITNESS)

[Signature]  
(TITLE) Gerald A. Kernan  
Attorney-in-Fact

COMPLETE THIS FORM AND SUBMIT WITH BID

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PROPOSAL GUARANTY-PERFORMANCE/PAYMENT BOND  
(Sections 153.571 & 307.88 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

Rudzik Excavating, Inc.

401 Lowellville Road, PO Box 206, Struthers, OH 44471

(NAME AND ADDRESS OF PRINCIPAL)

as principal and  
Western Surety Company

(NAME AND ADDRESS OF SURETY)

151 N. Franklin Street, Chicago, IL 60606

as

surety, are hereby held and firmly bound unto Board of Mahoning County Commissioners  
as obligee in the penal sum of the dollar amount of the bid  
submitted by the principal to the obligee on May 8, 2024

(DATE)

to undertake the project known as  
Burgess Run Interceptor Sanitary Sewer Replacement Improvement No. 531, Phase 1

(PROJECT NAME)

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 Five Hundred Seventy One Thousand Nine Hundred Fifty Seven and Zero Cents Dollars (\$571,957.00).  
(100 % of Bid)

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.

SIGNED THIS 8th DAY OF May, 2024.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for  
Burgess Run Interceptor Sanitary Sewer Replacement Improvement No. 531, Phase 1

(ABOVE REFERENCED PROJECT)

BIDDER MUST FILL IN, SIGN AND SUBMIT WITH PROPOSAL.

BB-3

NOW, THEREFORE, if the Obligees 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 materials; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pay to the obligee the difference not to exceed ten percent (10%) 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 fifteen (15) 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.

IF THE SAID PRINCIPAL shall well and faithfully perform each and every condition of such contract and indemnify and Obligees 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 materials therefor; 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 the benefit of any materialman or laborer having a just claim, as well as the Obligees 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 therefor 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 8th DAY OF May 2024

FILL IN AND SIGN PRIOR TO BIDDING:

PRINCIPAL:

ATTEST:

Heidi Smith  
Christina Adams

Rudzik Excavating, Inc.

(CONTRACTOR)

BY:

Jeffrey Rudzik  
JEFFREY RUDZIK  
TITLE: PRESIDENT

SURETY:

Western Surety Company

(SURETY COMPANY)

151 N. Franklin Street

(STREET)

Chicago, IL 60606

(CITY) (STATE) (ZIP)

ATTEST:

Laura M. Batchelder

Kernan Insurance Agency, Inc.

(AGENCY NAME)

9932 Brewster Lane

(STREET)

Powell, OH 43065

(CITY) (STATE) (ZIP)

Gerald A. Kernan

(ATTORNEY-IN-FACT)

Gerald A. Kernan

(ATTACH POWER OF ATTORNEY)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Gerald A Kernan, Cheryl K Cramer, Thomas J Litman, Laura M Batchelder, Gerald B Kernan, Joe LeMasters, Individually**

of Powell, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of November, 2022.



WESTERN SURETY COMPANY

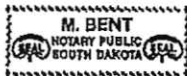
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 4th day of November, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8<sup>th</sup> day of May, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

**Ohio Department of Insurance**

Mike DeWine - Governor

Judith French - Director

**Certificate of Compliance**



Issued 03/27/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, 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

**WESTERN SURETY COMPANY**

of South Dakota 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)**

Fidelity

Other Liability

Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2023 that it has admitted assets in the amount of \$2,126,616,005, liabilities in the amount of \$653,365,853, and surplus of at least \$1,473,250,152.

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

*Judith French*



**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2023**

ASSETS

Bonds	\$ 1,935,600,431
Stocks	15,281,696
Cash, cash equivalents, and short-term investments	36,335,353
Receivables for securities	14,770,000
Investment income due and accrued	18,185,645
Premiums and considerations	70,728,009
Amounts recoverable from reinsurers	4,459,042
Net deferred tax asset	18,202,272
Receivable from parent, subsidiaries, and affiliates	12,895,815
Other assets	157,742
Total Assets	\$ 2,126,616,005

LIABILITIES AND SURPLUS

Losses	\$ 247,328,673
Loss adjustment expense	56,340,495
Commissions payable, contingent commissions and other similar charges	13,245,319
Taxes, License and fees (excluding federal and foreign income taxes)	5,075,390
Federal and foreign income taxes payable	829,556
Unearned premiums	316,760,881
Advance premiums	6,183,112
Ceded reinsurance premiums payable (net of ceding commissions)	4,347,066
Amounts withheld or retained by company for account of others	3,094,680
Provision for reinsurance	157,388
Payable to parent, subsidiaries and affiliates	9,464
Other liabilities	(6,171)
Total Liabilities	\$ 653,365,853

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,182,353,957
Surplus as regards policyholders	\$ 1,473,250,152
Total Liabilities and Capital	\$ 2,126,616,005

I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2023, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

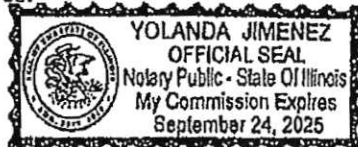


WESTERN SURETY COMPANY

By Julie Lee  
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 14th day of March, 2024.

My commission expires:



By Yolanda Jimenez  
Notary Public



7021 0350 0000 3809 4563

**Gina DeGenova**  
Mahoning County Prosecutor's Office

6th Floor Administration Building  
21 West Boardman Street  
Youngstown, OH 44503



**To:** WESTERN SURETY CO.  
151 N. FRANKLIN STREET  
CHICAGO, ILLINOIS 60606