

2024281

Bond Number

Vacant Building Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
Beth Woolsey  
as principal of the issued or to be issued permit, and \_\_\_\_\_  
West Bend Mutual Insurance Company  
as surety, of the county of Dane, and state of Wisconsin,  
are held and firmly bound onto the CITY OF SAINT PAUL in the sum of Five Thousand Dollars  
(\$5000 ) lawful money of the United States, to be paid to the CITY OF SAINT PAUL,  
it successors or assigns, for which payment, well and truly to be made, we jointly and  
severally bind ourselves and each of our heirs, executors, administrators, successors and  
assigns, firmly by these presents.

SEALED WITH OUR SEALS, and dated this 30 day of September, 2013.  
The condition of this obligation is such that the above bounden Beth Woolsey  
had made an application to the CITY OF SAINT PAUL for a Building Permit (or  
Building Permits) to repair the structure at 676 Wells St Saint Paul, MN 55106  
to conform to the provisions of the Code Compliance Inspection Report, Saint Paul  
Legislative Code Section 33.03 (f), Minnesota State Law, or appropriate Saint Paul City  
Council File granting specific permission for the above.

NOW, THEREFORE, if the above bounden Beth Woolsey  
\_\_\_\_\_ shall faithfully and fully perform and meet all of the  
terms, conditions and obligations imposed by the permit, the Saint Paul Legislative Code,  
Minnesota State Law, or appropriate Saint Paul City Council File, and further that such  
activities shall carry with it the obligation to save, indemnify, save harmless and defend  
the CITY OF SAINT PAUL from all claims, judgements, suits, costs, charges, demands  
and expenses that may accrue to persons or property as a result of the activity of the  
above bounded principal in accordance with the requirements of the law, ordinance and  
Council File, then this obligation shall be void; otherwise to remain in full force and  
effect; provided, however, that in addition, the surety on this bond is liable within the  
time periods imposed by law either to obtain a Certificate of Compliance/Certificate of  
Occupancy, or pay the sum of \$5,000 to the City in satisfaction of the costs of abatement  
of the property.

Liability of the surety on this bond shall be terminated for the activities of said  
principal either: 1) occurring on or after the 30 day of September, 2014; or  
2) continuous until a Notice of Cancellation is filed with this office. (Cross out  
whichever one does not apply.)

In the event of cancellation on the part of the surety, notice shall be given by  
registered mail to the CITY OF SAINT PAUL and to the principal at least thirty days  
(30) prior to such termination date.





### Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

AARON SPITZER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Five Thousand Dollars (\$5,000.00)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

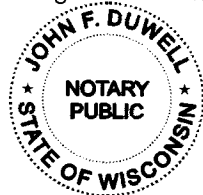
James J. Pauly  
Secretary



Kevin A. Steiner  
Chief Executive Officer / President

State of Wisconsin  
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell  
Executive Vice President - Chief Legal Officer  
Notary Public, Washington Co. WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 30th day of September, 2013



Dale J. Kent  
Executive Vice President -  
Chief Financial Officer

**Notice:** Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.



### General Bond Application

(Please attach copy of Obligee Specific Bond Form if applicable as well as Financial Statement)

Agency: PATHFINDER INSURANCE BROKERS Agency No.: 22717  
Agent: AARON SPITZER

A. Description of Bond/Work: Vacant Building Bond Bond Amount (Penalty): \$ 5,000.00  
Effective Date Desired: 09/30/2013 Expiration Date (Term): 09/30/2014

B. Name of Obligee: City of St Paul  
Mailing Address: 375 Jackson S. Ste 220  
City: Saint Paul State: MN Zip: 55101-1806 Telephone No: (651)266-8989

C. Legal Name of Business: \_\_\_\_\_  
Business Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
 Individual  Partnership  C-Corp.  S-Corp.  Not-For-Profit  Other: \_\_\_\_\_  
Description of Business: Vacant Building Bond  
Length of time of ownership: 25 Total Experience: 25

D. Owner/Individual Name: Beth Woolsey Social Security No. 502-84-6662  
Residential Address: 676 Wells St  
City: Saint Paul State: MN Zip: 55106-3720 Telephone No: \_\_\_\_\_  
 Single  Married  Legally Separated  Divorced/Widowed  
Owner/Individual Name: \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Residential Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
 Single  Married  Legally Separated  Divorced/Widowed

1. Have you ever declared personal or business related **Bankruptcy**?  Yes  No  
If "Yes," give dates and description: \_\_\_\_\_
2. In the last ten years, have there been any collections, judgments, lawsuits or liens filed/pending/outstanding against the applicant?  
 Yes  No If "Yes" give details: \_\_\_\_\_
3. Has Surety ever paid a loss on your behalf?  Yes  No  
If "Yes," give details: \_\_\_\_\_
4. Is this bond currently written with another Surety?  Yes  No  
If "Yes," name of Surety: \_\_\_\_\_
5. Has this bond been submitted to any other Sureties?  Yes  No  
If "Yes," name of other Surety(ies): \_\_\_\_\_
6. Is applicant Principal or Indemnitor on any other bonds?  Yes  No  
If "Yes," give details: \_\_\_\_\_
7. Do you have any subsidiary or affiliated companies?  Yes  No  
If "Yes," give details: \_\_\_\_\_

THE APPLICANT(S) AND INDEMNITOR(S) HAS/HAVE AUTHORIZED NSI/WEST BEND MUTUAL INSURANCE COMPANY TO OBTAIN PERSONAL AND/OR BUSINESS CREDIT REPORTS AND/OR BY SUBMITTING THIS APPLICATION, THE AGENT HEREBY CERTIFIES THAT THEY HAVE OBTAINED AUTHORIZATION FROM THE APPLICANT(S) AND INDEMNITOR(S) TO OBTAIN PERSONAL AND/OR BUSINESS CREDIT REPORTS.

Applicant Signature: Beth A Woolsey

Printed Name: BETH A WOOLSEY

**INDEMNIFICATION AGREEMENT - READ CAREFULLY AND SIGN**

THE UNDERSIGNED, as applicant and/or as Indemnitor (and each of them individually and collectively), hereby warrants that the foregoing statements are true and are made to induce West Bend Mutual Insurance Company (hereinafter called the Surety) to execute any and all bonds applied for by the undersigned, and should the Surety execute said bonds, the undersigned hereby agrees:

TO PAY or cause to be paid to the Surety a premium charge computed in accordance with the Surety's manual rates and regulations annually in advance until written evidence satisfactory to the Surety of its discharge from all liability by reason of having executed or procured any and all bonds shall be furnished to the Surety at its Home Office at West Bend Mutual Insurance Company, 1900 South 18th Avenue, West Bend, Wisconsin, 53095. Should the amount of any bonds for the undersigned be increased above the original amount stated, the undersigned agrees to pay to the Surety an additional premium in accordance with its manual rates and regulations. Should the amount of any bonds for the undersigned be decreased below the amount stated, the Surety will, on demand and in accordance with its manual rates and regulations, refund any excess of premium paid; The Surety shall have the right, at its opinion and in its sole discretion, to issue, cancel or decline execution of any Bond or renewal thereof, including a final Bond where it has furnished a bid Bond;

TO INDEMNIFY and save the Surety harmless from any and all liabilities, loss, costs, charges, suits, damages, fees, and expenses of whatever kind or nature, which it shall or may, for any cause, at any time sustain or incur, or be put to, by reason or in consequence of its having executed any of said bonds. The undersigned further agrees to waive, and does hereby waive, any right to claim any property, including homestead, as exempt, under the constitution or laws of the United States of America or of any state, states or territory, from levy, execution, sale or other legal process;

IF CLAIM IS MADE AGAINST THE SURETY on any bonds herein applied for, the Surety shall have the right to employ its representative to investigate the claim, and to charge all expenses of such investigation to the undersigned. The undersigned agrees, upon demand, to place the Surety in funds to meet the claim, including fees and expenses, before the Surety shall be required to make payment;

THE UNDERSIGNED FURTHER AGREES, if any suit is brought on any bonds herein applied for, to permit the Surety to employ its own counsel to defend such suit, and to repay the Surety fees and all other costs and expenses to which the Surety may be put in defense of such suit;

THAT this indemnification agreement shall be deemed to have been executed in the State of Wisconsin, and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Wisconsin. Any action or proceeding of this indemnification agreement may be brought in any state or federal court of competent jurisdiction in any county in the State of Wisconsin, or, at the option of the Surety, in any state or federal court properly having jurisdiction by reason other than the execution of this agreement. By signing this agreement, the undersigned consents to the jurisdiction of any state or federal court in the State of Wisconsin;

THAT an itemized statement of any payments made in good faith by the Surety as a result of any liability or expense incurred as a result of any and all bonds issued by the Surety, or the vouchers or other evidence of disbursement by the Surety, shall be sufficient and conclusive evidence of the undersigned's liability hereunder;

THAT EACH CORPORATE UNDERSIGNED, if any, warrants that it is financially interested in the execution of said bond and in any litigation in which said bond is given, and that it is fully empowered to obligate itself hereby;

THAT AUTHORITY is hereby granted to any bank, financial institution, individual, firm or corporation to disclose and furnish to the Surety any information which they have obtained or may at any time obtain through their own business transactions concerning the Undersigned's affairs, financial standing, credit or manner of meeting obligations and the Undersigned hereby expressly releases the Surety and each and all of the said banks, financial institutions, individuals, firms or corporations from any and all claims, demands, damages or causes of action arising by reason of the furnishing or disclosing of such information whether the same be true or not;

THAT any person who knowingly and with intent to injure, defraud, or deceive any surety files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree;

THAT THESE AGREEMENTS shall bind the undersigned and the heirs, personal representatives, successors and assigns thereof jointly and severally and shall inure to the benefit of any co-surety, reinsured or re-insurer of the Surety on any bonds written for the Undersigned.

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

If sole proprietor or individual, applicant and applicant's spouse must sign.  
If partnership, all partners on behalf of firm and all partners and spouses must sign.  
If Corporation, two Authorized officers must sign and all owners and spouses must sign as individual indemnitors

Signed and dated this 30 day of SEPTEMBER, 2013  
[Signature]  
(Applicant) Personal (Witness) \_\_\_\_\_  
(Applicant) Personal (Witness) \_\_\_\_\_  
(Applicant) Personal (Witness) \_\_\_\_\_  
(Applicant) Corporate, Title (Witness) \_\_\_\_\_  
(Applicant) Corporate, Title (Witness) \_\_\_\_\_

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA218 and MCL 500.2236.