## COMMONWEALTH OF KENTUCKY Department of Education Office of District Support Services

## Bond of "Depository" for Public School Funds

The undersigned, <u>WesBanco</u> Bank of <u>Wheeling</u>, West Virgina, hereinafter referred to as the <u>Depository</u>, hereby acknowledges itself bound to the Commonwealth of Kentucky, and the <u>Davton Independent Schools</u> Board of Education, in the penal sum of <u>103% of current daily balances</u>\* that it, as depository of the Board of Education, shall well and truly discharge the duties of said office according to law, account for, to the proper authorities, and pay over to all parties legally entitled thereto on proper warrants all funds that may come into its hands as Depository of the Board of Education aforesaid for a period not to exceed one (1) year, beginning July 1, <u>2022</u>.

As collateral for this undertaking the undersigned hereby pledges obligations guaranteed by the <u>U. S. Government</u>, <u>Kentucky School Revenue</u>, <u>and/or Federal Government Agency</u> bonds (type of collateral \*\*) in the principal sum of <u>103% of current daily balances</u> \*\*\* deposited in escrow with the <u>Federal Reserve</u> Bank of <u>Cleveland</u>, Ohio, hereinafter referred to as the <u>Escrow Agent</u>, evidenced by the safekeeping receipt filed in the offices of the local board of education, provided, however, that at no time shall the amount of collateral be reduced without the execution of a new bond which shall have prior approval by the Commissioner of Education.

The undersigned, the Depository, hereby reserves the right unto itself, (1) to detach and collect for its own use and benefit all coupons of said bonds as they mature; (2) to substitute for any of said bonds, other United States Government bonds and/or Kentucky School Revenue Bonds of the same face or par value; (3) to terminate all liability under this bond and escrow deposit by giving thirty (30) days notice, in writing, of its intention to do so to the chairperson of the **Dayton Independent Schools** Board of Education, by registered mail, addressed to such chairperson at the Local Board of Education, and to the chairperson of the Kentucky Board of Education, by registered mail, addressed to such chairperson at Frankfort, Kentucky. Within the thirty days, the Depository shall make statements with the board, pay over all funds in its hand to the board, and exhibit to the Escrow Agent a copy of the settlement, duly receipted by the secretary and chairperson of the board. The Board of Education shall cancel this bond only by giving thirty (30) days notice in writing, of its intention to do so, to the Depository, by registered mail, and to the chairperson of the Kentucky Board of Education by registered mail.

It is further conditioned that liability of this bond	is not to be effectual until Fe	ederal Deposit Insurance Corporation
(FDIC) protection is exhausted.		
IN WITNESS WHEREOF, the undersigned has ca	nused its corporate name to b	e subscribed and its corporate seal to
be affixed hereof, this day of,		
Name of Bank <u>WesBanco Bank, Inc of Wheel</u>	ing, WV	
By (Bank Official)	Title	VP & Deposit Operations Manager
We hereby certify to the Commissioner of Education that the bond appearing hereon is a true copy of the bond executed		
and delivered by the Depository of this Board of Ed	lucation, and it was approved	by the <b>Dayton Independent Schools</b>
Board of Education on	, 20	
Chairperson	Secretary	

- \* Should agree with penal sum for either METHOD 1 or METHOD 2.
- \*\* This collateral shall consist of investments that conform to KRS 41.240 and KRS 66.480.
- \*\*\* May not be less than penal sum.

## TO BE RETAINED AT THE LOCAL SCHOOL BOARD OFFICE

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as of 04/30/2022