

**ORDINANCE NO. 61-19**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH USI INSURANCE SERVICES, LLC FOR THE CITY'S PROPERTY AND GENERAL LIABILITY INSURANCE FOR THE PERIOD OF APRIL 1, 2019 THROUGH MARCH 31, 2020, AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a contract with USI Insurance Services, LLC for the City's Property and General Liability Insurance for the period of April 1, 2019 through March 31, 2020.
- SEC. 2:** That the funds to cover this expenditure in the estimated amount of \$153,458.00 are available in each appropriate budget.
- SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the previous agreement expired on March 31, 2019; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** April 8, 2019

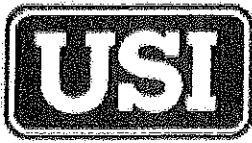
**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** April 9, 2019

**SIGNED:** Dennis Hanwell  
Mayor

ORD. 61-19  
Exh. A



UNDERSTAND. SERVICE. IMPROVE.

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## INSURANCE RFP RESPONSE

*Prepared for:*

# City of Medina

*Policy Period:* April 1, 2019 to April 1, 2020

*Presented by:* Robert M. Beglin, Vice President

*Date Prepared:* March 27, 2019

*This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.*

*Higher limits and additional coverage may be available. Please contact us if you are interested in additional quotes.*

USI Midwest LLC • 10100 Innovation Dr., Suite 220 • Dayton, OH 45342 • 937.223.8891 • [www.usi.biz](http://www.usi.biz)

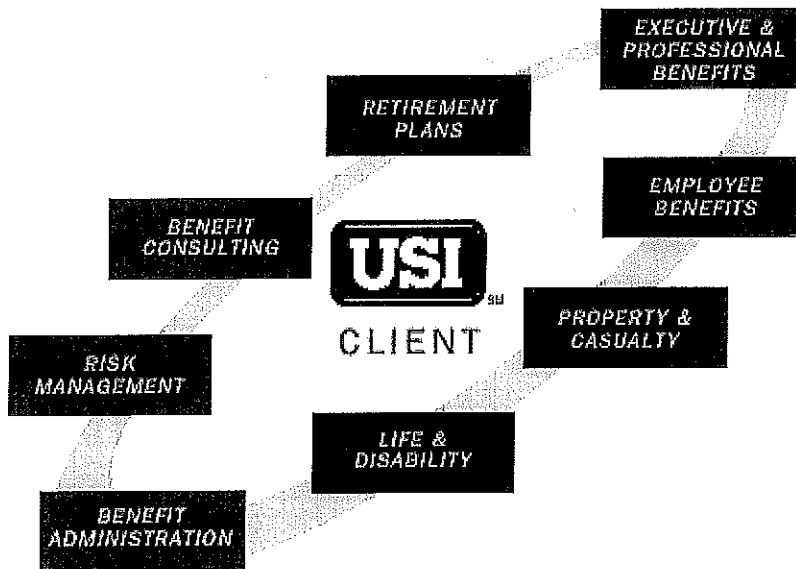
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# About USI

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## THE POWER OF ONE

*What makes USI different from other traditional brokers and consultants?*



A single source.

One point of contact. One service administrator.  
One source for all of your insurance and financial services.

USI's unique delivery design gives you unparalleled single-source access to a complete array of linked solutions from our nationwide network of strategic partnerships – and a corresponding, cohesive service program that is not just convenient, but responsive to your risk management profile.



## Public Entities

With a long history of partnering with public entities, USI understands that risk management in the public sector is not the same as risk management in the private sector.

Effectively managing risk in the public sector requires the assistance of a special broker who understands the distinct exposures of public entities and one who can work with you in developing a program that best meets your needs.

Making sound decisions regarding loss control and risk financing requires balancing the often-conflicting objectives of maintaining a desirable tolerance of risk while still meeting obligations to provide services, and doing so within a limited budgeting horizon and under what can sometimes be a great deal of political scrutiny.

USI is prepared to assist you with all your risk management needs whether you are a State, County, City Government, Town or Township, School District or Special Purpose District.

### PRODUCTS

- Property Insurance Coverage
- Flood Proof Commercial Property Including Business Income
- Commercial Inland Marine
- Boiler and Machinery
- Commercial Crime
- Commercial Automobile
- Garage
- Ocean Marine
- Aviation

### LIABILITY INSURANCE COVERAGE

- Commercial General Liability
- Workers Compensation and Employers Liability
- Directors Liability
- Medical Professional Liability
- Environmental Impairment Liability
- Airport Liability
- Excess and Umbrella Liability

### SPECIAL LIABILITY COVERAGE

- Public Officers Liability
- Public Professional Liability
- Educators Legal Liability
- Consensus of Suretyship
- Public Official Bonds

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## A.M. Best Rating Guide

Level	Category	Level	Category	Level	Category
A++, A+	.....Superior	B, B-	.....Fair	D	..... Poor
A, A-	.....Excellent	C++, C+	.....Marginal	E	.....Under Regulatory
Supervision					
B++, B+	.....Very Good	C, C-	.....Weak	F	.....In Liquidation
				S	.....Rating Suspended

### Financial Size Categories

(In \$000 of Reported Policyholder's Surplus Plus Conditional Reserve Funds)

FSC I	Up to	1,000	FSC IX	250,000	to	500,000	
FSC II	1,000	to	2,000	FSC X	500,000	to	750,000
FSC III	2,000	to	5,000	FSC XI	750,000	to	1,000,000
FSC IV	5,000	to	10,000	FSC XII	1,000,000	to	1,250,000
FSC V	10,000	to	25,000	FSC XIII	1,250,000	to	1,500,000
FSC VI	25,000	to	50,000	FSC XIV	1,500,000	to	2,000,000
FSC VII	50,000	to	100,000	FSC XV	2,000,000	or more	
FSC VIII	100,000	to	250,000				

Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

Carrier	Coverage Quoted	A.M. Best Rating	Admitted
Argonaut Insurance Company	Package	A:XII	Admitted

A Non-Admitted Carrier indicates the carrier is doing business in the state as a surplus lines or non-admitted carrier.

As such, this carrier is not subject to the same regulation which apply to an admitted carrier.

## Property

Description	Limit	Deductible
Blanket Building & Contents Limit	\$55,739,288	\$5,000
Earthquake Limit	\$5,000,000	\$50,000
Flood Limit	\$5,000,000	\$50,000
Accounts Receivable	\$250,000	\$5,000
Arson Reward	\$7,500	\$5,000
Building Ordinance or Law	Building Limit	\$5,000
Building Under Construction	\$100,000	\$5,000
Loss to Undamaged Portion of Building	Building Limit	\$5,000
Crime Rewards	\$1,000/\$5,000	\$5,000
Debris Removal	25% of loss	\$5,000
Detached Signs	\$25,000	\$5,000
Extra Expense/Business Income	\$500,000	\$5,000
Fine Arts	\$50,000	\$5,000
Fire Department Service Charge	\$5,000	\$5,000
Fire Equipment Recharge	Included	\$5,000
Flagpoles	\$5,000	\$5,000
Foundations	Included	\$5,000
Newly Acquired or Constructed Property	\$1,000,000 bldg \$500,000 contents	\$5,000
Outdoor Property	\$1,000/\$50,000	\$5,000
Paved Services	Included	\$5,000
Property Off Premises	\$250,000	\$5,000
Personal Property of employees or volunteers	\$1,500/\$50,000	\$5,000
Property in Transit	\$100,000	\$5,000
Pollutant Clean up and Removal	\$25,000	\$5,000

## Property - continued

Description	Limit	Deductible
Off Premises Utility Failure	\$100,000	\$5,000
Sewer Backup (Insured's Property)	Included	\$5,000
Valuable Papers	\$250,000	\$5,000

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

## Boiler & Machinery

Description	Limit	Deductible
Property	\$55,739,288	\$5,000
Expediting Expense	\$100,000	\$5,000
Hazardous Substances	\$100,000	\$5,000
Computer Equipment	\$100,000	\$5,000
Data Restoration	\$100,000	\$5,000
Spoilage	\$100,000	\$5,000
Service Interruption		24 Hour
Demolition & ICC	\$500,000	\$5,000

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

## Inland Marine

Description	Limit	Deductible
Miscellaneous Unscheduled Equipment/ ACV	\$1,175,000	\$1,000
Miscellaneous Scheduled Equipment / RC	\$1,413,857	\$1,000
Communications Equipment/ ACV	\$282,000	\$1,000
Computer Equipment / ACV	\$300,000	\$1,000
Hired, Leased, Borrowed Equipment/RC	\$250,000	\$1,000
Animal Floater	\$18,000	\$1,000

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.



## Liability

Description	Limit	Deductible
Each Occurrence Limit	\$1,000,000	Nil
General Liability – Aggregate	\$3,000,000	
Damage to Premises Rented to You	\$1,000,000	
Employee Benefits Limit	\$1,000,000	\$1,000
Employer Liability (Ohio Stop Gap)	\$1,000,000	\$1,000
Law Enforcement Liability – Each Occurrence	\$1,000,000	\$10,000
Law Enforcement Liability - Aggregate	\$3,000,000	
Public Official Liability*	\$1,000,000	\$10,000
Public Official Liability Aggregate	\$3,000,000	
Employment Practice Liability*	\$1,000,000	\$10,000
Employment Practice Liability Aggregate	\$3,000,000	
Garage Keepers Liability	\$50,000	\$500

\*Retro Date: 4/1/1997

**Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.**

## Automobile

Description	Limit	Deductible
Automobile Liability	\$1,000,000	None
Uninsured/Underinsured Motorists Liability	\$100,000/\$100,000	None
Medical Payments	\$5,000	None
Comprehensive		\$500
Collision		\$500
Non-Owned Liability	Included	None
Hired Car Liability	Included	None
Hired Car Physical Damage	\$50,000	\$500

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

## Excess

Description	Limit	Deductible
Excess Liability Each Occurrence	\$10,000,000	None
Excess Liability Silo Aggregates	\$10,000,000	
Follow form over:		
General Liability		
Ohio Stop Gap Liability		
Law Enforcement Liability		
Public Official Liability		
Employment Practice Liability		
Automobile Liability		

**Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.**

## Premium Summary

Coverage	Proposed Premium
Property	Included
Boiler & Machinery	Included
Earthquake Coverage	Included
Flood Coverage	Included
Inland Marine	Included
General Liability	Included
Employee Benefits Liability	Included
Ohio Stop Gap Liability	Included
Public Official Liability	Included
Employment Practice Liability	Included
Law Enforcement Liability	Included
Automobile Liability	Included
Automobile Physical Damage	Included
\$10MM Excess Liability	Included
Terrorism Coverage	<b>\$ 2,003</b>
<b>Policy Annual Premium</b>	<b>\$140,955</b>
<b>Broker Fee - Argonaut</b>	<b>\$ 10,500</b>
<b>Total Annual Premium Payable to USI Insurance</b>	<b>\$153,458</b>

### Payment Terms:

- Annual Payment
- 25% Minimum earned premium
- Premium due upon receipt of invoice

### Binding Requirements:

- "Client Authorization To Bind" signed by the insured

**Note:** This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

## Coverage Endorsements and Exclusions Section

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### PROPERTY COVERAGE ENDORSEMENTS:

- Replacement Cost
- Margin Clause applicable 125%
- 0% Coinsurance
- 360 –Additional Coverage Modifications
- Liberalization Clause broadens the coverage provided under property section or the policy without additional premium within 45 days prior to or during the policy period.
- Loss Payable Clause
- Newly Acquired – automatic up to 120 days for date of acquisition, real or personal property and business interruption. Flood and earthquake are excluded.
- Personal Property of officers and employees of the insured, other than motor vehicles.
- Policy Territory includes the United States of America (its territories and possessions), Puerto Rico and Canada.
- 30 Days Notice of Cancellation – non-renewal or material change.
- 10 Days Notice of Cancellation – non-payment

### PROPERTY COVERAGE EXCLUSIONS:

- Broad Form Nuclear Contamination
- Acts of Terrorism unless other wised purchased.
- Delay or loss or market, or any other consequential or remote loss of any kind.
- Dishonest criminal acts by you, your partners, employees, directors or anyone to whom you entrust the property for any purpose.
- Earth Movement unless purchased
- Errors in Machine Programming or Instructions to Machines.
- Land
- Loss or damage as a result of insects, vermin, birds, or other animals.
- Loss of Earnings to Finished Stock, including time required to reproduce.
- Retaining wall that are not part of a building
- Underground pipes, flues or drains
- Water/Flood Damage unless purchased
- Unexplained or Mysterious Disappearance

### BOILER COVERAGE ENDORSEMENTS:

- Equipment Breakdown coverage
- Jurisdictional Inspection

### BOILER COVERAGE EXCLUSIONS:

- Corrosion, Erosion, Wear & Tear Exclusion
- EDP Media Exclusion – defect, virus, loss of data or other situation
- Fines

## Coverage Endorsements and Exclusions Section - continued

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### GENERAL LIABILITY COVERAGE ENDORSEMENTS:

- Aggregates Limits of insurance
- Legal Liability
- Blanket Additional Insureds Endorsement
- Broadened Named Insureds
- Contractual Liability
- Employees as Insured
- Host Liquor Liability
- Limited Pollution coverage
- Knowledge of Occurrence
- Newly Acquired
- Non-Owned Watercraft – less than 51 feet long
- Volunteers as Insureds
- 30 Days Notice of Cancellation Non-Renewal or Material Change
- 10 Days Notice of Cancellation Non-Payment
- Includes coverage for:
  - EMT's/Fire Department
  - Swimming Pools/Waterslides
  - Special Events/Parks & Playgrounds/Skateboard Activities
  - Chemical Spraying/Cemeteries
  - Sewer/Water Utilities
  - Rifle Ranges
  - Fireworks/Special Events

### GENERAL LIABILITY COVERAGE EXCLUSIONS:

- Asbestos Exclusion
- Aircraft, auto
- Bodily injury to any insured
- Bodily injury to any person injured while taking part in athletics
- Damage to Property of others
- Nuclear Energy Liability Exclusion
- Pollution Exclusion – except for hostile fire
- Professional Services Exclusion
- Workers Compensation
- War
- Watercraft over 26'

## Coverage Endorsements and Exclusions Section - continued

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### PUBLIC OFFICIAL LIABILITY COVERAGE ENDORSEMENTS:

- Broad Named insured includes past, present and future officials
- Zoning
- Land Use
- Permits
- Liable / Slander / Defamation / Wrongful Eviction

### PUBLIC OFFICIAL LIABILITY COVERAGE EXCLUSIONS:

- War
- Bodily injury to employee
- Issuance of bonds/ tax assessment or valuations of properties/tax collection
- Criminal Acts-applies only to individual(s) who committed act
- Civil or criminal fines or penalties
- Prior or pending litigation
- Employment liability claims
- Collective bargaining agreement; lockout, strike, labor disputes or labor negotiations,
- union grievances
- Claim for equitable or injunctive relief initiated by a governmental entity

### EMPLOYMENT PRACTICE LIABILITY ENDORSEMENTS:

- Broad named insured
- EEOC Defense \$10,000/\$50,000 -\$5,000 deductible
- Back wages \$50,000 aggregate -\$10,000 deductible
- Non – monetary defense for lawsuit (\$50,000 aggregate)

### EMPLOYMENT PRACTICE LIABILITY EXCLUSIONS:

- Collective bargaining agreement
- lockout, strike, labor disputes or labor negotiations, union grievances
- FLSA/MLRA/WARN/COBRA/ERISA/PBA/OSHA
- Criminal Acts- applies only to individuals(s) who committed act
- Claim for equitable or injunctive relief initiated by a governmental entity

## Coverage Endorsements and Exclusions Section - continued

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### LAW ENFORCEMENT LIABILITY COVERAGE ENDORSEMENTS:

- Departmental authorized moonlighting
- Civil Rights violations
- Intentional Acts
- Vehicular Hot Pursuit

### LAW ENFORCEMENT LIABILITY COVERAGE EXCLUSIONS:

- War
- Bodily injury to employee
- Employment liability claims
- Criminal Acts-applies only to individual(s) who committed act
- Collective bargaining agreement; lockout, strike, labor disputes or labor negotiations, union grievances

### AUTOMOBILE COVERAGE ENDORSEMENTS:

- Additional Insured Lessors
- Broad Named Insured
- Bodily Injury Redefined
- Communication Equipment Coverage – permanently installed
- Emergency Equipment attached to vehicles
- Employees as Insured
- Fleet Coverage Endorsement
- Hired Autos specified as Covered Autos
- Knowledge of Occurrence
- Loss Payable Clause
- Mandatory State Endorsements
- Notice of Occurrence
- Waiver of Subrogation
- 30 Day Notice of Cancellation Non-Renewal or Material Change
- 10 Day Notice of Cancellation Non-Payment
- Freezing coverage applies for Fire, Ambulance & Rescue vehicles
- One deductible applies for auto physical damage in conjunction with a property or equipment claim
- Hired, borrowed or commandeered vehicles include physical damage coverage
- Fleet Automatic Coverage (no additional premium charged during policy year to add & delete vehicles)

### AUTOMOBILE COVERAGE EXCLUSIONS:

- War /Nuclear Energy
- Pollution



## Coverage Endorsements and Exclusions Section - continued

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### EXCESS COVERAGE ENDORSEMENTS:

- **Defense and Supplementary Payments** – in addition to applicable limits
- **Drop Down Clause** – reduced or exhausted underlying limits
- **Employees as Insured**
- **Hostile Fire Pollution Coverage**
- **Named Insured Endorsement** – follows underlying policies
- **Notice of Occurrence**
- **Pay on Behalf Insuring Agreement**
- **30 Days Notice of Cancellation Non-Renewal or Material Change**
- **10 Days Notice of Cancellation Non-Payment**
- **Silo Aggregate** – individual excess limit over each underlying coverage

### EXCESS COVERAGE EXCLUSIONS:

- **Asbestos Liability Exclusion**
- **Care, Custody & Control Exclusion** – Real and Personal Property
- **Cross Suits Exclusion**
- **ERISA Exclusion**
- **Insolvency Drop Down Exclusion**
- **Nuclear Energy Liability**
- **Underlying Policy Exclusions** – included
- **Uninsured/Underinsured Motorists Exclusion**
- **Workers Compensation / Unemployment Compensation Exclusion**

## Coverage Endorsements and Exclusions Section - continued

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### CRIME COVERAGE ENDORSEMENTS:

- 30 Days Notice of Cancellation Non-Renewal or Material Change
- Loss caused by employee dishonesty
- Loss caused by Theft, Disappearance or Destruction of Money and/or securities
- Checks, drafts, promissory notes, or similar written promises to pay a sum certain in money made or drawn upon you

### CRIME COVERAGE EXCLUSIONS:

- Nuclear, War or Similar Actions
- Employee required by law to be individually bonded

### INLAND MARINE COVERAGE ENDORSEMENTS:

- 30 Days Notice of Cancellation Non-Renewal or Material Change
- New acquisitions – 90 day automatic coverage
- Rental Expense Reimbursement

### INLAND MARINE COVERAGE EXCLUSIONS:

- Vehicles
- Real property & buildings
- Aircraft
- Wear & tear, inherent vice, freezing
- Mysterious disappearance or shortage disclosed by taking inventory
- Flood, surface water

### GENERAL COVERAGE ENDORSEMENTS / EXCLUSIONS:

- Notice of Occurrence
- Unintentional Errors & Omissions
- Sovereign Immunity non-waiver
- One deductible for two or more coverage parts included in loss
- Asbestos Exclusion

## Recommendations

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- Review of current safety programs and training
- Enrollment in USI Risk Management Center

## USI Disclosures

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**INFORMATION CONCERNING OUR FEES:** As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

# USI Privacy Notice

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## ***Our Privacy Promise to You***

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the "protected information") that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

## ***What types of information will we be collecting?***

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called "cookies."

## ***What will we do with your protected information?***

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

## ***Our Security Procedures***

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

## ***Our Legal Use of Information***

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

## ***Your Right to Review Your Records***

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.



**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

<input checked="" type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$ <u>2,003</u>
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Dennis Hanuwell  
Policyholder/Applicant's Signature

Dennis Hanuwell, Mayor  
Print Name  
April 9, 2019  
Date

Trident Insurance Services, LLC  
Company

4623729-08  
Policy Number

**TRIDENT INSURANCE SERVICES: Statement of Values for:**  
**Instructions: Submit complete information for each building, save file and e-mail with Trident application to underwriting@tridentinsurance.net.**

City of Medina

Loc#	Bldg#	Occupancy	Address	City	State	Zip	Values			Valuation
							Building	Contents	Total	
1	1	City Hall/Police Dept	132 N. Elmwood	Medina	OH	44255	4,010,202	1,013,416	5,023,618	RC
2	1	Municipal Court Building	135 N. Elmwood	Medina	OH	44256	2,527,170	234,906	2,762,076	RC
3	1	Main Fire Station	300 W. Reagan Pkwy	Medina	OH	44256	2,684,429	0	2,684,429	RC
4	1	Fire Station #2	500 Lake Road	Medina	OH	44258	722,059	52,884	774,943	RC
5	1	Fire Station	51 Public Square	Medina	OH	44255	171,015	57,805	228,820	RC
6	1	Gazabo-Uptown Park	51 Public Square	Medina	OH	44255	417,666	0	417,666	RC
7	1	Satellite Fire Station	1000 Washworth	Medina	OH	44256	722,059	146,356	868,415	RC
8	1	City Garage	781 W. Smith Rd	Medina	OH	44256	7,240,543	151,274	7,391,817	RC
9	1	Aluminum Recycling	781 W. Smith Rd	Medina	OH	44256	126,678	0	126,678	RC
10	1	Vehicle Storage/Equipment	781 W. Smith Rd	Medina	OH	44256	361,030	48,195	409,225	RC
11	1	Salt Storage Building	781 W. Smith Rd	Medina	OH	44256	106,408	0	106,408	RC
12	1	Memorial Park - Bath House	415 E. Homestead	Medina	OH	44256	53,205	0	53,205	RC
13	1	Memorial Park - Swim Pool	415 E. Homestead	Medina	OH	44256	437,834	0	437,834	RC
14	1	Memorial Park - Pavilion and Play Areas (JUMP)	415 E. Homestead	Medina	OH	44256	425,967	0	425,967	RC
15	1	Memorial Park - Homestead Field - Ball Field Lighting	415 E. Homestead	Medina	OH	44256	122,988	0	122,988	RC
16	1	Cemetery Chapel	166 Spring Grove	Medina	OH	44256	351,030	0	351,030	RC
17	1	Cemetery Garage/Office	166 Spring Grove	Medina	OH	44256	405,367	0	405,367	RC
18	1	Reagan Park Concession-Ball Dunn Field	166 Spring Grove	Medina	OH	44256	179,882	113,149	293,031	RC
19	1	Reagan Park Maintenance Garage	951 Weymouth	Medina	OH	44256	107,675	0	107,675	RC
20	1	Reagan Park Pavilions and Play Area	951 Weymouth	Medina	OH	44256	351,030	254,584	605,614	RC
21	1	Reagan Park - Red Brick Building	951 Weymouth	Medina	OH	44256	102,510	0	102,510	RC
22	1	Reagan Park - Pole Barn	951 Weymouth	Medina	OH	44256	17,737	0	17,737	RC
23	1	Reagan Park Restrooms (single and quad)	951 Weymouth	Medina	OH	44256	25,935	0	25,935	RC
24	1	Reagan Park - Skate Park	951 Weymouth	Medina	OH	44256	144,412	0	144,412	RC
25	1	Reagan Park - Ball Field Lighting	951 Weymouth	Medina	OH	44256	73,793	0	73,793	RC
26	1	Roscoe Ewing Park Pavilion and Play Area	951 Weymouth	Medina	OH	44256	963,152	0	963,152	RC
27	1	Roscoe Ewing Park Restroom	Roscoe Ewing Park	Medina	OH	44256	74,899	0	74,899	RC
28	1	Sam Masi Park Pavilion and Play Area	Roscoe Ewing Park	Medina	OH	44256	31,670	0	31,670	RC
29	1	Ray Mellett Park Pavilion and Play Area	Sam Masi Park	Medina	OH	44256	58,382	0	58,382	RC
30	1	Ray Mellett Park - Ball Field Lighting	326 N. Huntington	Medina	OH	44255	87,383	0	87,383	RC
31	1	Ray Mellett Park - Splash Pad	326 N. Huntington	Medina	OH	44256	245,974	0	245,974	RC
32	1	Ray Mellett Park - Restroom/Filter Building	325 N. Huntington	Medina	OH	44256	243,484	0	243,484	RC
33	1	Ken Cleveland Park Pavilion and Play Area	325 N. Huntington	Medina	OH	44256	150,087	0	150,087	RC
34	1	Fred Greenwood Park Pavilion and Play Area	Ken Cleveland Park	Medina	OH	44256	80,679	0	80,679	RC
35	1	Fred Greenwood Park - Splash Pad	W. Sturbridge Drive	Medina	OH	44256	87,383	0	87,383	RC
36	1	Fred Greenwood Park - Concession	W. Sturbridge Drive	Medina	OH	44256	368,962	0	368,962	RC
37	1	Fred Greenwood Park - Ball Field Lighting	W. Sturbridge Drive	Medina	OH	44256	107,675	0	107,675	RC
38	1	Jaycee Park Pavilion and Play Area	W. Sturbridge Drive	Medina	OH	44256	122,988	0	122,988	RC
39	1	Liberty Park Pavilion and Play Area	Jaycee Park	Medina	OH	44256	56,451	0	56,451	RC
40	1	Huffman Park Pavilion and Play Areas	Liberty Park	Medina	OH	44256	50,118	0	50,118	RC
41	1	Huffman Park Restroom	Huffman Park	Medina	OH	44256	105,833	0	105,833	RC
42	1	Koons Water Tank	Huffman Park	Medina	OH	44256	31,670	0	31,670	RC
43	1	Koons's Booster Pump	130 Koons Ave	Medina	OH	44256	1,803,381	0	1,803,381	RC
44	1	Koons's Booster Pump Station	130 Koons Ave	Medina	OH	44256	588,779	0	588,779	RC
45	1	Steel Water Tank	130 Koons Ave	Medina	OH	44256	501,867	0	501,867	RC
46	1	Fair Road Pumping Station	1100 Wooster Pike	Medina	OH	44256	450,968	0	450,968	RC
47	1	Fair Road Booster Pump Station	Fair Road	Medina	OH	44256	1,093,334	170,962	1,264,296	RC
48	1	Progress Water Tower	Fair Road	Medina	OH	44256	219,361	0	219,361	RC
49	1	Alport Maintenance	800 Progress Dr	Medina	OH	44256	2,028,881	0	2,028,881	RC
50	1	Alport - Hangar A	2050 Medina Rd	Medina	OH	44256	450,968	0	450,968	RC
51	1	Alport - Hangar B	2050 Medina Rd	Medina	OH	44256	594,115	0	594,115	RC
52	1	Alport - Hangar C	2050 Medina Rd	Medina	OH	44256	594,115	0	594,115	RC
53	1	Alport - Hangar E	2050 Medina Rd	Medina	OH	44256	714,468	0	714,468	RC
54	1	Alport Office - New	2050 Medina Rd	Medina	OH	44256	1,342,776	0	1,342,776	RC
55	1	Hangar D	2050 Medina Rd	Medina	OH	44256	475,099	0	475,099	RC
56	1	Fuel Tank	2050 Medina Rd	Medina	OH	44256	219,151	0	219,151	RC
57	1	Weight Station	2050 Medina Rd	Medina	OH	44256	177,347	0	177,347	RC
58	1	Parking Deck	1050 Liberty Street	Medina	OH	44256	177,347	0	177,347	RC
59	1	Water Treatment Plant (storage only)	280 Liberty Street	Medina	OH	44256	4,882,131	12,269	4,894,400	RC
60	1	Old County Water Treatment Plant (storage only)	3733 Granger Rd	Medina	OH	44256	0	2,373,657	2,373,657	RC
61	1	Old Water Treatment Plant (storage only)	3733 Granger Rd	Medina	OH	44256	1,803,981	0	1,803,981	RC
62	1	Water Treatment Plant-Garage	3733 Granger Rd	Medina	OH	44256	8,508	630,925	639,433	RC
63	1	Aerator Chamber (unused)	3733 Granger Rd	Medina	OH	44256	107,675	0	107,675	RC
64	1	Settling Tank/Pump Vault (unused)	3733 Granger Rd	Medina	OH	44256	3,800	2,481	6,281	RC
65	1	115 Property Enclosure	3733 Granger Rd	Medina	OH	44256	429,434	113,149	542,583	RC





**TRIDENT INSURANCE SERVICES: Statement of Values for:**

Instructions: Submit complete information for each building, save file and e-mail with Trident application to underwriting@tridentinsurance.net.

City of Medina

Loc#	Bldg#	Occupancy	Address	City	State	Zip	Values		Total	Valuation
							Building	Contents		
1	1	City Hall/Police Dept	132 N Elmwood	Medina	OH	44255	4,010,202	1,013,416	5,023,618	RC
2	1	Municipal Court Building	135 N Elmwood	Medina	OH	44255	2,527,170	234,905	2,762,075	RC
3	1	Main Fire Station	300 W Reagan Pkwy	Medina	OH	44255	2,684,429	0	2,684,429	RC
4	1	Fire Station #2	500 Lake Road	Medina	OH	44255	722,059	52,884	774,943	RC
5	1	Fire Station	51 Public Square	Medina	OH	44255	171,015	57,805	228,820	RC
6	2	Gazebco-Uptown Park	61 Public Square	Medina	OH	44255	417,666	0	417,666	RC
7	1	City Garage	1000 Wagsworth	Medina	OH	44255	722,059	145,355	868,415	RC
7	2	Aluminum Recycling	781 W. Smith Rd	Medina	OH	44255	7,240,643	151,274	7,391,917	RC
7	3	Vehicle Storage/Equipment	781 W. Smith Rd	Medina	OH	44255	126,578	0	126,578	RC
7	4	Salt Storage Building	781 W. Smith Rd	Medina	OH	44255	361,930	49,195	411,125	RC
8	1	Memorial Park - Bath House	415 E Homestead	Medina	OH	44255	106,408	0	106,408	RC
8	2	Memorial Park - Swim Pool	415 E Homestead	Medina	OH	44255	53,205	0	53,205	RC
8	3	Memorial Park Pavilion and Play Areas (JUMP)	415 E Homestead	Medina	OH	44255	437,834	0	437,834	RC
8	4	Memorial Park - Homestead Field	415 E Homestead	Medina	OH	44255	425,967	0	425,967	RC
9	1	Cemetery Chapel	166 Spring Grove	Medina	OH	44255	122,988	0	122,988	RC
9	2	Mausoleum	166 Spring Grove	Medina	OH	44255	361,030	0	361,030	RC
9	3	Cemetery Garage/Office	166 Spring Grove	Medina	OH	44255	405,367	0	405,367	RC
10	1	Reagan Park Concession-Bill Dunn Field	166 Spring Grove	Medina	OH	44255	179,982	113,149	293,081	RC
10	2	Reagan Park Maintenance Garage	951 Weymouth	Medina	OH	44255	107,675	0	107,675	RC
10	3	Reagan Park Pavilions and Play Area	951 Weymouth	Medina	OH	44255	107,675	0	107,675	RC
10	4	Reagan Park - Red Brick Building	951 Weymouth	Medina	OH	44255	381,030	254,584	635,614	RC
10	5	Reagan Park - Pole Barn	951 Weymouth	Medina	OH	44255	102,510	0	102,510	RC
10	6	Reagan Park Restrooms (single and quad)	951 Weymouth	Medina	OH	44255	17,737	0	17,737	RC
10	7	Reagan Park - Skate Park	951 Weymouth	Medina	OH	44255	25,335	0	25,335	RC
10	8	Reagan Park - Ball Field Lighting	951 Weymouth	Medina	OH	44255	144,412	0	144,412	RC
11	1	Roscoe Ewing Park Pavilion and Play Area	Roscoe Ewing Park	Medina	OH	44255	73,793	0	73,793	RC
11	2	Roscoe Ewing Park Restroom	Roscoe Ewing Park	Medina	OH	44255	953,152	0	953,152	RC
12	1	Sam Masi Park Pavilion and Play Area	Sam Masi Park	Medina	OH	44255	74,899	0	74,899	RC
13	1	Ray Mallett Park Pavilion and Play Area	325 N. Huntington	Medina	OH	44255	68,382	0	68,382	RC
13	2	Ray Mallett Park - Ball Field Lighting	325 N. Huntington	Medina	OH	44255	87,383	0	87,383	RC
13	3	Ray Mallett Park - Splash Pad	325 N. Huntington	Medina	OH	44255	245,974	0	245,974	RC
13	4	Ken Cleveland Park Restroom/Filer Building	325 N. Huntington	Medina	OH	44255	243,484	0	243,484	RC
14	1	Fred Greenwood Park Pavilion and Play Area	Ken Cleveland Park	Medina	OH	44255	150,087	0	150,087	RC
15	1	Fred Greenwood Park - Splash Pad	W. Sturbridge Drive	Medina	OH	44255	30,679	0	30,679	RC
15	2	Fred Greenwood Park - Concession	W. Sturbridge Drive	Medina	OH	44255	87,383	0	87,383	RC
15	3	Fred Greenwood Park Restroom	W. Sturbridge Drive	Medina	OH	44255	368,962	0	368,962	RC
15	4	Fred Greenwood Park - Ball Field Lighting	W. Sturbridge Drive	Medina	OH	44255	107,675	0	107,675	RC
16	1	Liberty Park Pavilion and Play Area	W. Sturbridge Drive	Medina	OH	44255	31,670	0	31,670	RC
17	1	Huffman Park Pavilion and Play Area	Jaycee Park	Medina	OH	44255	122,988	0	122,988	RC
18	1	Huffman Park Restroom	Liberty Park	Medina	OH	44255	56,451	0	56,451	RC
18	2	Huffman Park Restroom	Huffman Park	Medina	OH	44255	50,118	0	50,118	RC
19	1	Koons Booster Pump	Huffman Park	Medina	OH	44255	105,833	0	105,833	RC
19	2	Koons Booster Pump	130 Koons Ave	Medina	OH	44255	31,670	0	31,670	RC
19	3	Koons Booster Pump Station	130 Koons Ave	Medina	OH	44255	1,803,881	0	1,803,881	RC
20	1	Steel Water Tank	130 Koons Ave	Medina	OH	44255	568,779	0	568,779	RC
21	1	Fair Road Pumping Station	1100 Webster Pike	Medina	OH	44255	501,887	0	501,887	RC
21	2	Fair Road Booster Pump Station	Fair Road	Medina	OH	44255	450,968	0	450,968	RC
22	1	Progress Water Tower	Fair Road	Medina	OH	44255	1,083,334	170,952	1,254,286	RC
23	1	Airport Maintenance	800 Progress Dr	Medina	OH	44255	219,351	0	219,351	RC
23	2	Airport - Hangar A	2050 Medina Rd	Medina	OH	44255	2,026,831	0	2,026,831	RC
23	3	Airport - Hangar B	2050 Medina Rd	Medina	OH	44255	450,968	0	450,968	RC
23	4	Airport - Hangar C	2050 Medina Rd	Medina	OH	44255	594,115	0	594,115	RC
23	5	Airport - Hangar E	2050 Medina Rd	Medina	OH	44255	594,115	0	594,115	RC
23	6	Airport Office - New	2050 Medina Rd	Medina	OH	44255	714,458	0	714,458	RC
23	7	Hangar D	2050 Medina Rd	Medina	OH	44255	1,342,776	0	1,342,776	RC
23	8	Fuel Tank	2050 Medina Rd	Medina	OH	44255	475,039	0	475,039	RC
24	1	Weight Station	2050 Medina Rd	Medina	OH	44255	219,151	0	219,151	RC
25	1	Parking Deck	1050 Liberty Street	Medina	OH	44255	177,347	0	177,347	RC
25	2	Water Treatment Plant (storage only)	280 Liberty Street	Medina	OH	44255	4,682,131	0	4,682,131	RC
25	3	Old County Water Treatment Plant (storage only)	3733 Granger Rd	Medina	OH	44255	0	12,299	12,299	RC
25	4	Water Treatment Plant (storage only)	3733 Granger Rd	Medina	OH	44255	1,803,881	2,373,657	2,373,657	RC
25	5	Water Treatment Plant (storage only)	3733 Granger Rd	Medina	OH	44255	0	23,369	23,369	RC
25	6	Aerator Chamber (unused)	3733 Granger Rd	Medina	OH	44255	0	630,925	630,925	RC
26	1	Settling Tank/Pump Vault (unused)	3733 Granger Rd	Medina	OH	44255	107,675	8,608	116,283	RC
26	2	IS Property Schools	3733 Granger Rd	Medina	OH	44255	3,800	2,461	6,261	RC
26	3		3733 Granger Rd	Medina	OH	44255	428,434	113,149	541,583	RC



**TRIDENT INSURANCE SERVICES: Statement of Values for:**

Instructions: Submit complete information for each building, save file and e-mail with Trident application to [underwriting@tridentinsurance.net](mailto:underwriting@tridentinsurance.net).

City of Medina

Information for the Columns below (in bold red) is required for quotation.

Loc#	Blk#	Occupancy	Address	City	State	Zip	Building	Contents	Total	Valuation
1	1	City Hall/Police Dept	132 N.Elmwood	Medina	OH	44256	4,070,202	1,013,416	5,023,618	RC
2	1	Municipal Court Building	136 N. Elmwood	Medina	OH	44256	2,527,170	234,906	2,762,076	RC
3	1	Main Fire Station	300 W. Reagan Pkwy	Medina	OH	44256	2,684,429	0	2,684,429	RC
4	1	Fire Station #2	1500 Lake Road	Medina	OH	44256	722,059	52,884	774,943	RC
5	1	Fire Station	571 Public Square	Medina	OH	44256	171,015	57,805	228,820	RC
6	2	Gazabo-Uptown Park	1000 W. Main St	Medina	OH	44256	417,666	0	417,666	RC
7	1	Satellite Fire Station	781 W. Smith Rd	Medina	OH	44256	722,059	148,358	868,415	RC
8	1	City Garage	781 W. Smith Rd	Medina	OH	44256	126,878	151,274	278,152	RC
9	2	Aluminum Recycling	781 W. Smith Rd	Medina	OH	44256	387,030	0	387,030	RC
10	3	Vehicle Storage/Equipmt	781 W. Smith Rd	Medina	OH	44256	106,408	49,195	155,603	RC
11	7	Salt Storage Building	781 W. Smith Rd	Medina	OH	44256	53,205	0	53,205	RC
12	1	Memorial Park - Bath House	415 E. Homestead	Medina	OH	44256	437,834	0	437,834	RC
13	2	Memorial Park - Swim Pool	415 E. Homestead	Medina	OH	44256	425,967	0	425,967	RC
14	8	Memorial Park Pavilion and Play Areas (JUMP)	415 E. Homestead	Medina	OH	44256	122,968	0	122,968	RC
15	4	Memorial Park - Horseshoe Field - Ball Field Lighting	186 Spring Grove	Medina	OH	44256	951,030	0	951,030	RC
16	3	Cemetery Chapel	186 Spring Grove	Medina	OH	44256	405,367	0	405,367	RC
17	9	Mausoleum	186 Spring Grove	Medina	OH	44256	179,882	113,149	293,031	RC
18	10	Cemetery Garage/Office	951 Weymouth	Medina	OH	44256	107,675	0	107,675	RC
19	10	Reagan Park Concession-Bill Dunn Field	951 Weymouth	Medina	OH	44256	361,050	254,584	615,634	RC
20	2	Reagan Park Maintenance Garage	951 Weymouth	Medina	OH	44256	102,510	0	102,510	RC
21	3	Reagan Park Pavilions and Play Area	951 Weymouth	Medina	OH	44256	17,737	0	17,737	RC
22	4	Reagan Park - Pole Barn	951 Weymouth	Medina	OH	44256	25,335	0	25,335	RC
23	10	Reagan Park Restrooms (single and quad)	951 Weymouth	Medina	OH	44256	144,412	0	144,412	RC
24	6	Reagan Park - State Park	951 Weymouth	Medina	OH	44256	73,793	0	73,793	RC
25	10	Reagan Park - Ball Field Lighting	951 Weymouth	Medina	OH	44256	953,152	0	953,152	RC
26	11	Roscoe Ewing Park Restroom	Roscoe Ewing Park	Medina	OH	44256	74,899	0	74,899	RC
27	1	Sam Masi Park Pavilion and Play Area	Roscoe Ewing Park	Medina	OH	44256	31,670	0	31,670	RC
28	1	Sam Masi Park Restroom	Roscoe Ewing Park	Medina	OH	44256	68,382	0	68,382	RC
29	2	Ray Meller Park Pavilion and Play Area	Sam Masi Park	Medina	OH	44256	87,383	0	87,383	RC
30	2	Ray Meller Park - Ball Field Lighting	325 N. Huntington	Medina	OH	44256	245,974	0	245,974	RC
31	3	Ray Meller Park - Splash Pad	325 N. Huntington	Medina	OH	44256	150,087	0	150,087	RC
32	4	Ray Meller Park - Restroom/Filter Building	325 N. Huntington	Medina	OH	44256	80,679	0	80,679	RC
33	1	Ken Cleveland Park Pavilion and Play Area	Ken Cleveland Park	Medina	OH	44256	87,383	0	87,383	RC
34	1	Fred Greenwood Park Pavilion and Play Area	W. Sturbridge Drive	Medina	OH	44256	368,982	0	368,982	RC
35	2	Fred Greenwood Park - Splash Pad	W. Sturbridge Drive	Medina	OH	44256	107,675	0	107,675	RC
36	3	Fred Greenwood Park - Concession	W. Sturbridge Drive	Medina	OH	44256	31,670	0	31,670	RC
37	4	Fred Greenwood Park Restroom	W. Sturbridge Drive	Medina	OH	44256	122,968	0	122,968	RC
38	5	Fred Greenwood Park - Ball Field Lighting	W. Sturbridge Drive	Medina	OH	44256	56,451	0	56,451	RC
39	1	Laycee Park Pavilion and Play Area	W. Sturbridge Drive	Medina	OH	44256	50,118	0	50,118	RC
40	1	Laycee Park Restroom	W. Sturbridge Drive	Medina	OH	44256	105,833	0	105,833	RC
41	2	Huffman Park Pavilion and Play Areas	Huffman Park	Medina	OH	44256	31,670	0	31,670	RC
42	1	Koons Water Tank	130 Koons Ave	Medina	OH	44256	1,803,881	0	1,803,881	RC
43	2	Koons Booster Pump	130 Koons Ave	Medina	OH	44256	568,779	0	568,779	RC
44	3	Koons Booster Pump Station	130 Koons Ave	Medina	OH	44256	501,887	0	501,887	RC
45	1	Steel Water Tank	1100 Wooster Pike	Medina	OH	44256	450,968	0	450,968	RC
46	1	Fair Road Pumping Station	Fair Road	Medina	OH	44256	1,083,384	170,952	1,254,336	RC
47	2	Fair Road Booster Pump Station	Fair Road	Medina	OH	44256	219,361	0	219,361	RC
48	1	Progress Water Tower	800 Progress Dr	Medina	OH	44256	2,026,831	0	2,026,831	RC
49	2	Airport Maintenance	2050 Medina Rd	Medina	OH	44256	450,968	0	450,968	RC
50	3	Airport - Hangar A	2050 Medina Rd	Medina	OH	44256	594,115	0	594,115	RC
51	3	Airport - Hangar B	2050 Medina Rd	Medina	OH	44256	594,115	0	594,115	RC
52	3	Airport - Hangar C	2050 Medina Rd	Medina	OH	44256	714,458	0	714,458	RC
53	4	Airport - Hangar E	2050 Medina Rd	Medina	OH	44256	1,342,776	0	1,342,776	RC
54	5	Airport Office - New	2050 Medina Rd	Medina	OH	44256	475,039	0	475,039	RC
55	7	Hangar D	2050 Medina Rd	Medina	OH	44256	219,151	0	219,151	RC
56	8	Fuel Tank	2050 Medina Rd	Medina	OH	44256	177,347	0	177,347	RC
57	1	Weight Station	1050 Liberty Street	Medina	OH	44256	177,347	0	177,347	RC
58	1	Parking Deck	280 Liberty Street	Medina	OH	44256	4,892,151	0	4,892,151	RC
59	1	Water Treatment Plant (storage only)	3733 Granger Rd	Medina	OH	44256	0	12,299	12,299	RC
60	2	Old County Water Treatment Plant (storage only)	3733 Granger Rd	Medina	OH	44256	0	2,373,657	2,373,657	RC
61	3	Old Water Treatment Plant (storage only)	3733 Granger Rd	Medina	OH	44256	1,803,881	23,369	1,827,250	RC
62	4	Water Treatment Plant-Garage	3733 Granger Rd	Medina	OH	44256	0	630,925	630,925	RC
63	5	Aerator Chamber (unused)	3733 Granger Rd	Medina	OH	44256	407,675	8,808	416,483	RC
64	6	Settling Tank/Pump Vault (unused)	3733 Granger Rd	Medina	OH	44256	428,434	2,461	430,895	RC
65	1	IS Property structure	3733 Granger Rd	Medina	OH	44256	428,434	113,149	541,583	RC



## **BROKERAGE SERVICE FEE AGREEMENT**

THIS AGREEMENT, effective as of 04/01/2019, is by and between City of Medina ("Client"), located at 132 N. Elm Avenue, Medina, OH 44256 and USI Insurance Services LLC ("USI"), located at 10100 Innovation Drive, Suite 220, Dayton, OH 45342.

WHEREAS, Client has appointed USI as its broker of record for Client's insurance program described below, and

NOW, THEREFORE, in consideration of the following, Client agrees to engage USI, and USI hereby agrees to perform the services described below.

### 1. SCOPE OF SERVICES

#### *A) Risk Management*

1. Negotiate coverage terms, premiums, and the placement of coverage with insurers, for Client's insurance program described as follows: **Property & Casualty Insurance Program, Airport Liability commission is in addition to this fee agreement.**
2. Review insurance policies for conformity with the insurers' proposals and obtain necessary revisions.
3. Obtain from the insurers and promptly deliver to Client the requested insurance policies, endorsements, and related documentation on the understanding that Client will also review all such documents delivered to Client and promptly advise USI of any revisions that may be needed;
4. Verify the accuracy of each binder, certificate, endorsement, premium audit, and premium adjustment, and other documents received from Client's insurer(s), and obtain revisions from insurers when needed.
5. Prepare certificates of insurance as requested by Client and as appropriate.
6. Prepare a schedule of Client's insurance policies, including the names of the insurers, policy numbers, term, limits of liability, deductibles, retentions, payment plans and the estimated annual premium.
7. Monitor the financial strength of the insurer(s) providing Client's coverages, and inform Client in the event that the A.M. Best rating of such insurer(s) is reduced below "A-".
8. Assist Client in developing and maintaining the underwriting-related information required to obtain insurance coverage, relying on the information provided by Client on the understanding that Client shall be responsible for the accuracy such information.
9. Furnish continuing advice, technical assistance and counsel to Client, as requested by Client.
10. Provide periodic forecasts of ultimate losses to Client in reliance on information provided by insurers and Client.

*B) Claims, Loss Control & Engineering*

1. Monitor the loss control assistance provided by Client's insurers, evaluate the insurers' recommendations submitted and attempt to negotiate amendments where requested by Client and as appropriate.
2. Provide detailed loss data to Client on a periodic basis, based on data from the insurers or, if available, from USI's databases.
3. Analyze Client's loss data to determine trends in causes and sites of incidents, and provide the data analysis to Client on a periodic basis.
4. Monitor the claim services provided by Client's insurers, including assistance with claims submission interpretation of insurance policies.
5. Attend claims review meetings convened by Client's insurers as requested by Client.
6. Analyze reserve amounts allocated for claims by insurers and notify Client as to increases.
7. Monitor problematic claims regularly.
8. Conduct loss control surveys at the Client's facilities as agreed in writing by Client and USI.

USI reserves the right to re-negotiate this Agreement in the event that the hours of service provided by USI exceed the fees set forth in Section 2. **However, no renegotiation shall be valid until both parties sign a written memorandum specifying the additional compensation.**

As respects all Loss Control and Engineering services described above, USI does not offer any warranty, either express or implied, that such services shall result in either monetary savings or claim payments by insurers to Client. In addition, Client acknowledges that USI, in performing a Loss Control analysis, cannot identify or detect every possible hazard, risk or legal violation that may be present in Client's operation or premises.

*C) Existing Insurance Policies*

The services to be provided by USI hereunder are provided for the exclusive benefit of Client. The services, recommendations, proposals and information provided by USI are not to be distributed to, used by or relied upon by other parties. Furthermore, if the services to be provided by USI hereunder shall be deemed by Client to apply to any insurance policy/policies that was in effect prior to the effective date of this Agreement, then USI's services shall not be assumed by Client to remedy or resolve any deficiencies in such policy/policies. USI will neither assume nor accept liability for any deficiencies, errors or oversights inherent in such policy/policies until such time as USI has had adequate opportunity to review such policy/policies and to provide recommendations to Client concerning same.

*D) Additional Services*

The services described above are the only services to be provided by USI to Client under this Agreement. Any additional services requested by Client, and any related compensation, shall be separately negotiated by USI and Client and described in an amendment to this Agreement.

Notwithstanding the foregoing, to the extent that state law prohibits value added services that are unrelated to the insurance products being sold, this Agreement may be modified so that the scope of services and the corresponding compensation therefore is compliant under state law.

2. BASIS OF COMPENSATION

In consideration of the services provided by USI, Client will pay USI an annual fee of \$10,500, to be fully earned and payable at the time of the execution of this Agreement. ]

If USI is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time USI places the coverage. USI will be paid the commission percentage stated for the placement of your insurance as indicated, and will earn and retain the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is agreed to in writing.

USI's compensation for the services excludes federal, state and local sales, use, excise, receipts, gross income and other similar taxes or governmental charges which may be imposed. Client is responsible for paying any such taxes or charges (except for taxes imposed on the net income of USI) now imposed or becoming effective during the term of this Agreement. In addition to the premium and our compensation, USI may invoice Client for any federal, state and local sales, use, excise or other similar taxes, unless Client provides USI with a valid tax exemption acceptable to us.

Neither state law nor any insurance company requires USI to charge a fee. Ohio law permits such fees but provides that the fees may not be refunded, forgiven, waived, offset or reduced by any commissions earned or received by USI.



In the event of the renewal of this Agreement, payments of such fee installments shall continue to be made on the annual anniversaries of these payment dates.

In the event of mergers, acquisitions, or other substantial changes in Client's business which result in a material increase in the work required of USI under this Agreement, the fee set forth above shall be subject to good faith re-negotiation. **However, no renegotiation shall be valid until the Client signs a written memorandum specifying the additional compensation.** In the event that Client requests USI to place new lines of insurance, USI will be entitled to accept commissions on such placements, unless USI and Client modify this Agreement to take into account the additional services which will be provided to Client.

### 3. TERM OF CONTRACT

The initial term of this Agreement shall be one year from the effective date of this Agreement. This Agreement shall renew automatically, unless terminated in accordance with Section 4, Termination of Agreement, hereof.

### 4. TERMINATION OF AGREEMENT

This Agreement will renew annually after the initial term, unless either party gives written notice to the other party of non-renewal at least sixty (60) calendar days prior to the end of the initial term or any renewal term. The Client may terminate this Agreement during any renewal term, after the initial term, upon sixty (60) days' written notice to USI. In the event of any non-renewal or termination of this Agreement, the fee as set forth in Section 2 shall be deemed fully earned and payable to USI as of the beginning of the term in the year in which such non-renewal or termination occurs. All work product provided by USI to Client pursuant to this Agreement shall be the property of Client.

USI's obligation to render the services under this Agreement ends on the effective date of termination of this Agreement. USI will assist in the orderly transition of matters to Client or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after termination of the Agreement. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, USI may provide services after the termination of this Agreement for mutually agreed additional compensation. Nevertheless, we will, process all remaining deposit premium installments on the policy(ies) in effect at the time of change.

### 5. ASSIGNMENT

Neither Client nor USI shall assign, solicit or transfer their rights or obligations under this Agreement without prior written consent of the other, and such consent shall not be unreasonably withheld.

6. CONFIDENTIALITY

"Confidential Information" shall mean non-public information revealed by or through a party to this agreement (a "Disclosing Party") to the other party (a "Receiving Party") including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, and (c) all forms and types of financial, business (including customer information), scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing

- A. As to any Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party will take reasonable precautions in accordance with procedures it follows with respect to its own important confidential information to prevent disclosure, directly or indirectly, of all or any portion of the Confidential Information.
- B. Except as may be required by law or legal process, the Receiving Party agrees not to otherwise use the Confidential Information obtained hereunder in the absence of a written letter agreement with Disclosing Party. The Receiving Party further agrees to return to Disclosing Party all Confidential Information received hereunder upon written request therefore.
- C. The obligations hereunder remain in full force and effect until and unless: (a) the Receiving Party can show that such Confidential Information was in the Receiving Party's possession prior to the date of the disclosure by Disclosing Party; or (b) such Confidential Information was obtained by the Receiving Party after the date of this Agreement from a party other than Disclosing Party, and the receiving party has no knowledge that said party is under an obligation of confidentiality to the Disclosing Party with respect to such information; or (c) such Confidential Information becomes generally available to the trade, or to the public, through sources other than Receiving Party; or (d) such Confidential Information is developed at any time by the Receiving Party independent of information or materials disclosed by Disclosing Party to the Receiving Party.
- D. In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by the Disclosing Party, it is agreed that the Receiving Party will cooperate with the Disclosing Party and provide the Disclosing Party with prompt notice of such request(s) or requirement(s) so that the Disclosing Party may seek an appropriate protective order, at its sole cost, or waive compliance by the Receiving Party with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the opinion of the Receiving Party, legally required to disclose the Confidential Information forwarded by the Disclosing Party, the Receiving

Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it considers that it is legally required to disclose.

- E. Upon termination of this Agreement, or upon Disclosing Party's earlier request, Receiving Party shall promptly deliver to Disclosing Party all Confidential Information and any other material which Disclosing Party furnishes to Receiving Party in connection with this Agreement.

#### 7. INTELLECTUAL PROPERTY

USI shall retain all title, copyright, patent, trademark, and all other intellectual property rights to all USI developed computer programs models and tools and to their output and to all USI developed methodologies and documents used in performance of the services under this agreement.

#### 8. CONFLICTS OF INTEREST

USI shall report immediately to Client any circumstance in which USI is in a conflict-of-interest and cannot provide the services in accordance with the terms of this Agreement. Promptly thereafter, we shall meet and discuss in good faith what steps need to be undertaken with respect to the services and the provision thereof by USI.

#### 9. PREMIUM /HANDLING OF FUNDS

Client shall provide immediately available funds for payment of premium by the payment dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by insurers.

USI will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with the requirements or restrictions of applicable state and federal laws and regulations.

In the ordinary course of business USI will receive and retain interest on premiums paid by Client from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to Client after we receive such funds.

#### 10. SURPLUS LINES TAXES AND OTHER FEES

In the event that USI or a USI affiliate procures coverages for Client from a surplus lines insurance company, Client will be responsible for payment of surplus lines taxes on such coverage. Client will also be responsible for payment of fees or surcharges required by law. In all such cases, USI will endeavor to identify such taxes and fees to Client, but the liability for

payment of these taxes, fees and surcharges is assumed by Client. USI will not under any circumstances pay, transmit or be responsible for the payment of any surplus lines tax or fee.

#### 11. USI'S POLICY REGARDING COMPENSATION FROM INSURERS AND INTERMEDIARIES

As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. The Client agrees to pay compensation to USI for the placement of insurance pursuant to this written agreement. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom the Client's insurance is placed, or with the insurance intermediary we use to place the Client's insurance. Such agreements do not affect or modify in any way USI's responsibilities to the Client. The Client may obtain information about the nature and source of such compensation expected to be received by USI, and, if applicable, compensation expected to be received on any alternative quotes pertinent to the Client's placement upon Client's request.

Generally speaking, USI will annually receive from the various insurers with which it places risks about 1% to 1.5% of its total annual premium placements as contingent compensation. Historically, such compensation has been computed based upon a variety of factors and variables, including but not limited to the loss history of Client's coverages, the volume of total coverages placed by USI with the insurer, the period of time over which the coverages were placed with the insurer, and other considerations. In any event, the Client is invited to obtain as much detail as it wishes from USI on the computation of the particular contingent compensation applicable to its placement.

#### 12. REPORTING CHANGES IN EXPOSURE

Client shall promptly notify USI with respect to all material changes in exposure and all changes in loss-related information. USI shall promptly notify the affected insurance companies of such changes.

13. INSURER SOLVENCY

USI does not guarantee the solvency of any insurer with which it places Client's risks.

14. SEVERABILITY

If any part, term, or provision of this Agreement shall be found by a court to be legally invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provisions or portion of this Agreement.

15. AGREEMENT CONSTRUED UNDER STATE LAWS

This Agreement is to be executed and performed in the State of Ohio and shall be construed in accordance with the laws of such State.

16. CHANGES TO BE IN WRITING

This Agreement may be amended only by a written agreement executed by both USI and Client.

17. WAIVERS

The failure of USI or Client to insist on strict compliance with this Agreement, or to exercise any right(s) hereunder shall not be construed as a waiver of any of the rights or privileges contained herein.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior agreements, arrangements and understandings between the parties, whether oral or written, with respect to its subject matter.

19. RECORD RETENTION

USI will retain its records of all matters relating to this Agreement in accordance with USI's record retention policy, (a copy of which will be made available to Client upon request), and all applicable laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

City of Medina

BY: Dennis Hanwell 4-9-19  
Name: Dennis Hanwell, Mayor  
Title: Authorized Representative

USI \_\_\_\_\_

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative