

VILLAGE OF PENINSULA, OHIO

RESOLUTION NO.: 11-2016

INTRODUCED BY: Doc Holiday

DATE PASSED: 6/12/16

**AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO AN AGREEMENT FOR RENEWAL OF THE VILLAGE'S INSURANCE POLICIES WITH SELECTIVE INSURANCE COMPANY THROUGH WICHERT INSURANCE**

WHEREAS, Wichert Insurance ("Wichert") is currently the insurance agent for the Village; and

WHEREAS, Wichert has sought bids for coverage on behalf of the Village, and Wichert and the Fiscal Officer have determined that the package policy proposal made by Selective Insurance Company provides the appropriate coverage for the best price; and

WHEREAS, Council desires to authorize the Mayor and Fiscal Officer to enter into an agreement with Wichert to provide the Village's insurance coverage from Selective Insurance Company.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

SECTION 1. That the Mayor and Fiscal Officer are authorized to enter into an agreement with Wichert for the provision of insurance coverage from Selective Insurance Company for the period of June 23, 2016 through June 23, 2017. Said coverage includes property, inland marine, automobile, general liability, public officials/employment practices, law enforcement, and umbrella liability insurance coverages, as indicated in the Risk Management Proposal that is attached hereto and incorporated herein by reference. The premium for said coverage is \$17,641 based upon the Village's current property holdings and vehicle and equipment fleet. Said premium amount is subject to minor price modifications based upon the addition or deletion of particular properties, equipment, and vehicles, and Council authorizes the Mayor and Fiscal Officer to enter into the Agreement with that understanding.

SECTION 2. All formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the residents of the Village of Peninsula for the reason that it is immediately necessary to

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insure and protect the Village's assets, employees, and officials, and therefore, this Resolution shall take immediate effect upon its passage.

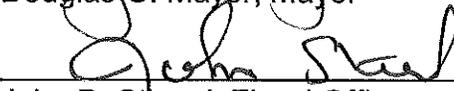
SECTION 4. Effective Date. This Resolution shall take effect on the 13 day of June, 2016.

IN WITNESS WHEREOF, we have hereunto set our hands this 13 day of June, 2016.

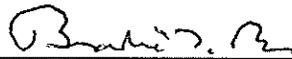
Passed:

  
\_\_\_\_\_  
Douglas G. Mayer, Mayor

Attest:

  
\_\_\_\_\_  
John D. Stiegel, Fiscal Officer

Approved as to Legal Form.

  
\_\_\_\_\_  
Bradric T. Bryan, Solicitor

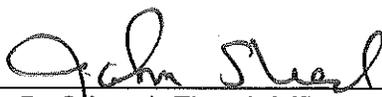
I, John D. Stiegel, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly passed by the Council of the Village of Peninsula, at a meeting held on the 13 day of June, 2016.

  
\_\_\_\_\_  
John D. Stiegel, Fiscal Officer

Posting Certificate

I, John D. Stiegel, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Resolution was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the 20 day of June, 2016, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.

  
\_\_\_\_\_  
John D. Stiegel, Fiscal Officer

# Village of Peninsula

## Insurance and Risk Management Proposal

Policy Period: June 23, 2016 - June 23, 2017

Carrier: Selective Insurance Company  
A.M. Best's Rating: A: XIII

Presented By: Richard A. Studenic, CPCU



1200 Graham Road  
Cuyahoga Falls, OH 44224  
[www.wichert.com](http://www.wichert.com)

Village of Peninsula

**PREMIUM SUMMARY**

I.	Property.....	Included
II.	Inland Marine.....	Included
III.	Automobile .....	Included
IV.	General Liability.....	Included
V.	Public Officials/Employment Practices Liability .....	Included
VI.	Law Enforcement Liability .....	Included
VII.	Umbrella Liability .....	Included

Annual Premium.....\$17,641

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**COMPANY:**  
**Selective Insurance Company**  
**A. M. Best's Rating: A: XIII**

**Disclaimer:** This presentation represents a general description of proposed insurance coverage. This summary is necessarily brief and is meant only as a supplement to the actual policies. The information presented limits itself to the highlights of various coverages and cannot be applied as a substitute for the actual insurance policies. Further clarification of coverages, conditions, or exclusions may be obtained from the specific insurance policies and forms.

Village of Peninsula

**I. PROPERTY**

A.	Blanket Buildings and Contents .....	\$948,361
B.	Storage Building .....	Excluded
C.	Special Form Perils Including Theft .....	Included
D.	Replacement Cost Coverage.....	Included
E.	Coinsurance .....	Agreed Amount
F.	Equipment Breakdown.....	\$948,361
G.	Deductible (disappearing).....	\$500
H.	Extensions:	
1.	Newly Acquired or Constructed Buildings .....	\$2,000,000
	(if reported within 180 days)	
2.	Personal Property at Newly Acquired Locations .....	\$1,000,000
	(if reported within 180 days)	
3.	Extra Expense (no ded.).....	\$250,000
4.	Valuable Papers (*) .....	\$250,000
5.	Accounts Receivable (no ded.).....	\$250,000
6.	Property Away From Premises (*) .....	\$100,000
7.	Property In Transit (**).....	\$50,000
8.	Ordinance or Law (**).....	\$500,000
9.	Unscheduled bleachers, grandstands, scoreboards, refreshment stands, etc. (**).....	\$100,000
10.	Broad Form Water Including Sewer Back-up (**).....	\$100,000
11.	Money & Securities-off premises/on premises (*) .....	\$25,000
12.	Personal Property of Others (\$100 ded.) .....	\$15,000
13.	Communication Equipment, Computers, and Media (*) .....	\$100,000
14.	Outdoor fences - Including debris removal (*).....	\$100,000
15.	Outdoor trees, shrubs & plants including debris removal (*) ..	\$25,000/100,000
16.	Outdoor detached signs including debris removal (*).....	\$100,000
17.	Loss Reduction Rewards	
	10% of loss or maximum (no ded.) .....	\$25,000
18.	Commandeered Property (**) .....	\$500,000
19.	Lock Replacement if keys are stolen (no ded.) .....	\$1,000
20.	Fire Extinguisher Recharge expense (no ded.).....	\$5,000
21.	Business Income (**) (up to 24 months) .....	Actual Loss
22.	Fine Arts (**).....	Actual Loss
23.	Underground Fiber Optic Cable (\$2,500 ded.).....	\$10,000
	Aggregate.....	\$50,000
24.	Grave Markers and Headstones (*)..... Per Occurrence.....	\$25,000
	Any One Policy Year....	\$50,000
25.	Canine Coverage (**)..... Any One Canine.....	\$10,000
	Any One Policy Year....	\$25,000
26.	Automated External Defibrillators (**).....	\$10,000
27.	Emergency Vacating Expenses (**).....	\$25,000

(\*) denotes \$250 deductible (\*\*) denotes \$500 deductible

## II. INLAND MARINE

- A. Contractor's Equipment .....\$148,093
- C. All Risk - Deductible.....\$500

## III. AUTOMOBILE LIABILITY

- A. Limit Per Occurrence .....\$1,000,000
  - 1. Combined Single Limit Bodily Injury  
and Property Damage Liability
  - 2. Uninsured/Underinsured Motorists .....\$1,000,000
  - 3. All Owned Autos
  - 4. Hired and Non-Owned Auto
  - 5. Includes Fellow Volunteer Extension
  - 6. Fellow Employee exclusion deleted
- B. Comprehensive Deductible.....\$250  
Per Schedule of Vehicles
- C. Collision Deductible .....\$500  
Per Schedule of Vehicles

### Extensions of Coverage:

- 1. Pollution exclusion does not apply to "emergency operations" or "training operations"
- 2. Hired Car physical damage included- \$250,000 Limit
- 3. Lease-Gap coverage included for any leased vehicle
- 4. Deductible reimbursement for volunteers' vehicles up to \$1,000
- 5. Towing and Labor up to \$500 for disabled ambulance
- 6. Freezing coverage for permanently attached equipment
- 7. Glass deductible waived

**IV. GENERAL LIABILITY**

A. Limit Per Occurrence .....	\$1,000,000
B. Bodily Injury and Property Damage .....	Included
C. Personal Injury/Advertising Injury.....	\$1,000,000
D. Products/Completed Operations Aggregate.....	\$3,000,000
E. General Aggregate .....	\$3,000,000
F. Fire Damage Legal Liability .....	\$100,000
G. Employer's Liability Stop-Gap.....	\$1,000,000
H. Employee Benefits Liability.....	\$1,000,000

-6/23/2004 Retro Date and \$1,000 deductible

**Additional Coverages Included:**

1. Premises & Operations
2. Products & Completed Operations
3. Independent Contractors
4. Employees, Elected Officials & Volunteers As Additional Insureds
5. Temporary Liquor Liability
6. Blanket Contractual Liability
7. Broad Form Property Damage
8. Hostile Fire Pollution Liability
9. Non-Owned Aircraft
10. Non-Owned Watercraft (without size limit)
11. Injunctive Relief Defense Expense - \$7,500
12. Emergency Services Errors & Omissions

**Exclusions:**

1. Riot, Civil Commotion or Mob Action
2. Inverse Condemnation
3. Asbestos
4. Injury to Volunteer Firemen
5. Law Enforcement Activities
6. Failure to Supply
7. Pollution

**V. PUBLIC OFFICIALS/EMPLOYMENT PRACTICES LIABILITY**

A.	Limit Each Wrongful Act .....	\$1,000,000
B.	Annual Aggregate.....	\$1,000,000
C.	Deductible .....	\$5,000
	Claims Made Coverage Includes Employment Practices Liability	
D.	Loss of Wages	
	Per Claim.....	\$100,000
	Aggregate.....	\$250,000
E.	Employment Practices Non-Monetary Suit Defense	
	Per Claim.....	\$100,000
	Aggregate.....	\$100,000

**Includes:**

1.	Limited Civil-Legal-Expense-Endorsement	
	Per Claim .....	\$50,000
	Aggregate.....	\$300,000
2.	Regulatory Taking of Private Property Endorsement	
	Per Claim .....	\$100,000
	Aggregate.....	\$100,000
3.	Property Damage Definition Endorsement	
	Per Claim .....	\$100,000
	Aggregate.....	\$100,000

**VI. LAW ENFORCEMENT LIABILITY**

A.	Limit Each Wrongful Act .....	\$1,000,000
B.	Annual Aggregate.....	\$1,000,000
C.	Deductible .....	\$2,500

**VII. UMBRELLA**

A.	Limit Each Occurrence .....	\$2,000,000
B.	Aggregate.....	\$2,000,000
C.	Retention.....	Nil

Coverage over General Liability, Automobile Liability,  
Law Enforcement Liability, and Public Officials Liability

Aggregate applies separately per location and to each line of coverage.