

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO.: 12-2017
INTRODUCED BY: Dec 11/2017
DATE PASSED: June 12, 2017

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, 2017 through June 23, 2018. Said coverage includes property, inland marine, crime, 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 ~~\$18,985~~ 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.

Cyber liability

219,865

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

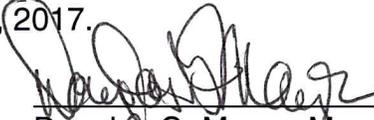
RESOLUTION 12-2017
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insure and protect the Village's assets, employees, and officials, and therefore, this Resolution shall take immediate effect upon its passage.

SECTION 4. Effective Date. This Resolution shall take effect on the 12 day of June, 2017.

IN WITNESS WHEREOF, we have hereunto set our hands this 12 day of Jun, 2017.

Passed:



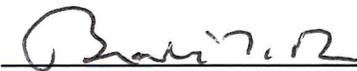
Douglas G. Mayer, Mayor

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 12 day of June, 2016.

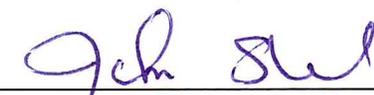


John D. Stiegel, Fiscal Officer

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 19 day of June, 2017, 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, 2017 - June 23, 2018

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

Village of Peninsula

PREMIUM SUMMARY

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

Annual Premium\$18,985

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

Note: Includes Coverage for Certified Acts of Terrorism

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	\$967,328
B.	Storage Building	Excluded
C.	Special Form Perils Including Theft.....	Included
D.	Replacement Cost Coverage.....	Included
E.	Coinsurance	Agreed Amount
F.	Equipment Breakdown.....	\$967,328
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.	Business Income at Newly Acquired Location	\$250,000
4.	Business Income/Extra Expense (no deductible).....	Actual Loss Sustained
5.	Valuable Papers (**)	\$250,000
6.	Accounts Receivable (no deductible).....	\$250,000
7.	Personal Property At Unnamed Premises (**)	\$100,000
8.	Property In Transit (**).....	\$50,000
9.	Ordinance or Law (**)... Coverage A-Bldg Limit/Coverage B-	\$500,000
10.	Unscheduled bleachers, grandstands, scoreboards, refreshment stands, etc. (**)	\$100,000
11.	Broad Form Water Including Sewer Back-up (**).....	\$100,000
12.	Personal Effects (no deductible).....	\$5,000/\$25,000
13.	Communication Equipment.....	\$100,000
14.	Electronic Information Systems (**).....	\$100,000
15.	Computer – Virus or Harmful Code.....	\$25,000/\$75,000
16.	Outdoor property- including debris removal (**).....	\$500,000
17.	Outdoor trees, shrubs & plants including debris removal (**).....	\$25,000/100,000
18.	Mobile Equipment (**).....	\$25,000
19.	Spoilage due to utility failure (**).....	\$25,000
20.	Commandeered Property (**).....	Actual Loss Sustained
21.	Lock Replacement if keys are stolen (no deductible).....	\$10,000
22.	Fire Extinguisher Equipment (no deductible).....	Actual Loss Sustained
23.	Tools & Equipment (**)	\$10,000
24.	Fine Arts (**).....	\$25,000
25.	Underground Fiber Optic Cable (\$2,500 deductible).....	\$10,000/50,000
26.	Emergency Vacating Expenses (**).....	\$25,000
27.	Canine Coverage.....	\$10,000 Per Canine/\$25,000 Policy Year
28.	Grave Markers/Headstones.....	\$25,000 Per Occurrence/\$50,000 Policy Year

Coverage extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,500 feet of the described premises.

(**) denotes \$500 deductible

II. INLAND MARINE

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

III. CRIME

- A. Inside the Premises- Theft of Money and Securities.....\$25,000
- B. Inside the Premises- Robbery or Safe Burglary of Other Property....\$25,000
- C. Outside the Premises\$25,000
- D. Deductible.....\$500

IV. 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 Costs
- 6. Transportation Expenses
- 7. Glass deductible waived

Village of Peninsula

V. 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	\$1,000,000
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

Village of Peninsula

VI. PUBLIC OFFICIALS/EMPLOYMENT PRACTICES LIABILITY

A. Limit Each Wrongful Act.....	\$1,000,000
B. Annual Aggregate	\$1,000,000
C. Deductible.....	\$5,000
D. Claims Made Coverage	
E. Loss of Wages	
Per Claim.....	\$100,000
Aggregate	\$250,000
F. 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

VII. LAW ENFORCEMENT LIABILITY

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

VIII. 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.
Umbrella Limit does not apply to any sub-limits under any underlying liability coverages.*

Village of Peninsula

OPTION - CYBER LIABILITY

OPTION - CYBER LIABILITY		
Third Party Coverages	Travelers	Indemnity Insurance Company of North America
Network and Information Security	\$1,000,000	\$1,000,000
Communications and Media Liability	\$1,000,000	\$1,000,000
Regulatory Defense Expenses	\$500,000	\$250,000
First Party Coverages	Travelers	Indemnity Insurance Company of North America
Crisis Management Event Expenses	\$500,000	\$250,000
Security Breach Remediation and Notification Expenses	\$500,000	\$1,000,000
Computer Program and Electronic Data Restoration Expenses	\$500,000	\$1,000,000
E-Commerce Extortion	\$500,000	\$1,000,000
Computer Fraud	\$500,000	\$100,000
Funds Transfer Fraud	\$100,000	\$100,000
Business Interruption and Additional Expenses	\$500,000	\$250,000
Retention	\$10,000	\$2,500 – All except Computer Fraud \$5,000- Computer Fraud
Premium	\$1,900	\$880