

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

April 8, 2019
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (March 25, 2019)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.
(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Ord. 54-19

An Ordinance authorizing the expenditure of \$8,850.00 to the Medina County Society for the Prevention of Cruelty to Animals (SPCA) for animal related services for the year 2019.

Ord. 55-19

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2019 Concrete Street Repair Program.

Ord. 56-19

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2019 Concrete Curb Installation Program.

Res. 57-19

A Resolution authorizing participation in the Ohio Department of Transportation's Cooperative Purchasing Program for the purchase of sodium chloride (rock salt).
(emergency clause requested)

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Ord. 58-19

An Ordinance amending Section 945.02 (g) of the Codified Ordinances of the City of Medina, Ohio relative to Park Restrictions.

Ord. 59-19

An Ordinance authorizing the expenditure to Signal Service Co. for emergency repairs at the intersections of S. Court Street and Koons Avenue for the Street Department.
(emergency clause requested)

Ord. 60-19

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.
(emergency clause requested)

Ord. 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.
(emergency clause requested)

Ord. 62-19

An Ordinance amending Ordinance No. 195-18, passed December 10, 2018. (Amendments to 2019 Budget)

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, March 25, 2019

Opening:

Medina City Council met in regular, open session on Monday, March 25, 2019. The meeting was called to order at 7:30 p.m. by President of Council Pro Tem Jim Shields who led the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and B. Starcher. President of Council John Coyne was absent.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Patrick Patton, Nino Piccoli, Kimberly Marshall, Chief Kinney, Dan Gladish, Jansen Wehrley, Mike Wright, and Jonathon Mendel.

Minutes:

Mr. Simpson moved that the minutes from the regular meeting on Monday, March 11, 2019 as prepared and submitted by the Clerk be approved. The roll was called and the motion passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher, and E. Heffinger.

Reports of Standing Committees:

Finance Committee: Mr. Coyne was absent – Next meeting is April 8th.

Health, Safety & Sanitation Committee: Mr. Simpson stated the next meeting is April 8th and there will be a presentation by Nino Piccoli regarding the Sanitation Department.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb stated they are working on the draft legislation for LGBTQ. Bill has scheduled a meeting for April 15th with Girl Scout Troop 91696 for the Special Legislation Committee on their campaign called Plastic Bags Be Gone.

Streets & Sidewalks Committee: Mr. Heffinger stated they are still discussing ways to work with the residents on South Broadway for the brick road reconstruction project and will hopefully be moving it to the Finance Committee.

Water & Utilities Committee: Mr. Starcher had no report.

Emerging Technologies Committee: Mr. Rose had no report.

Requests for Council Action:

- 19-053-3/25 – Fund Transfer – Parking Fund
- 19-054-3/25 – Fund Transfer – MCRC Capital Contribution
- 19-055-3/25 – Then & Now – M&L Supply – Fire Dept.
- 19-056-3/25 – Then & Now – Compmanagement – Finance Dept.
- 19-057-3/25 – Then & Now – Medina County Economic Development Corporation
- 19-058-3/25 – SPCA Annual Funding Request
- 19-059-3/25 – Bids, 2019 Concrete Street Repair

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19-060-3/25 – Bids, 2019 Concrete Curb Installation Program – E. Liberty St.
19-061-3/25 – Expenditure Over \$15,000 – Davis Tree Farm
19-062-3/25 – Cooperative Purchase 2019-2020 Sodium Chloride
19-063-3/25 – Amend Cod. Ord. 945.02(g) - Park Restrictions
19-064-3/25 – Expenditure – Signal Service Co. – Street Dept.

Special Legislation Committee

19-065-3/25 – Discuss Single Use Plastic & Paper Bag Environmental Impact

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported

- 1) Parking Deck - Construction of the parking deck south of Medina City hall will commence this May. Parking will be very limited at Medina City Hall and the lot between Sully's patio and Porter's Shoes. Available long term lots are at the southeast corner of West Liberty and South Elmwood; lot on the west side of 200 block of South Elmwood (between Smith and Washington); as well as at the existing parking deck behind Common Pleas Courts. The project will last from May to likely December.
- 2) Congratulations to Medina Community Development Department on receiving the David A. Smith, Jr. Award for Building Department Excellence by the Ohio Department of Commerce Board of Building Standards - Well Done! Great team effort!
- 3) April is World Autism Month and April 2, 2019 is World Autism Awareness Day. All are encouraged to wear blue on Tuesday April 2, 2019 to bring awareness to Autism.
- 4) Becky Blackmore/Ed Selega - Rolling Thunder presentation of trophy for Best Chili.

Keith Dirham, Finance Director, Mr. Dirham reminded residents to file an income tax with RITA and you can find them on the web at RITAOHIO, there will also be forms here at City Hall. One date left for assistance with city taxes on Saturday, April 6th at 11:30 a.m. – 6:30 p.m. at the Medina Recreation Center.

Greg Huber, Law Director, had no report

Chief Kinney, Police Department, reported the promotion of Josh Wilson to Sergeant effective March 17th. This is a replacement for a vacancy left by the retirement of Sergeant George Horton. Sergeant Wilson is an eleven year veteran of the Medina Police Department and served time in the Patrol Division as well as the Detective Bureau and he will be assigned to the weekend day shift.

Kimberly Marshall, Economic Development Director, reported on Friday, March 29th is the next round of ribbon cuttings for 6 businesses. 10 a.m. The Original Steaks and Hoagies at 947 North Court St., 11 a.m. Echelon Assisted Living at 635 North Huntington St., 1 p.m. Profile by Sanford's at 951 North Court St., 2 p.m. Yasna Tailoring at 799 North Court St. Suite 23, 3 p.m. Stairway Treasures at 4445 Public Square, Suite 5, 4 p.m. Pajevic Chiropractic and Natural Health at 740 East Washington St. Suite E1.

Jonathan Mendel, Planning Community Director, Jonathon congratulated the Building Department. He is very proud of the staff in the Building Department and Dan's leadership.

Chief Painter, Fire Department, had no report.

Mike Wright, Recreation Center Director, Mr. Wright was absent and had no report.

Jansen Wehrley, Parks and Recreation Director, Jansen reported the Forestry Department will begin tree planting in the city limits within the next two weeks and the majority of planting will be on Hillview Way and North Huntington St. Jansen stated they currently have a landscape contractor working on North Court St. in the medians. There will be plant material going in on the medians the week of April 22nd.

Dan Gladish, Building Official, reported that earlier this month he attended a conference in Cincinnati, Ohio. This conference was sponsored by the Ohio Building Officials Association. This association represents the 400 plus Certified Building Department throughout the State of Ohio. At this conference the City of Medina's Building Department was selected by the State of Ohio - Department of Commerce and the State of Ohio Board of Building Standards as the recipient of the 2018 David A. Smith Jr. Award for Building Department Excellence recognizing our hard work and excellence customer service. As the Chief Building Official for the city, he was honored to accept this award on behalf of our dedicated nine person Community Development Department Team of which the Building Department is part of.

We received this award because of our goals and mission – of which our goals are:

1. Protect the health, safety, welfare, and betterment of the community by promoting a safe built environment.
2. Promote economic growth and development through new construction and more importantly the re-development and repurposing of existing buildings within the city. Our mission – is to preserve, promote, and support our community by providing efficient and friendly customer service to the residents, business owners, developers, and contractors through our expertise, continuing education, training, technology, innovation, responsiveness, and resourcefulness.

Patrick Patton, City Engineer, reported they received 3 proposal from design build teams for the parking deck. Each proposal consisted of a technical proposal and a cost proposal. They have a committee that will meet on Thursday, April 4th and each design builder will be interviewed and we will assign a score to the technical proposal and then move on to the cost proposal then make a recommendation to council for our award after that.

ODOT informed him that traffic signals on Rt. 42 had all interconnects completed on them and this week they will be synchronizing/coordinating those signals. Then they will start a systems analysis that takes 5 to 6 weeks to complete and that will provide the final timings.

Nino Piccoli, Service Director, had no report but congratulated the Building Department.

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Notices, communications and petitions

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

There were none.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 045-19:

An Ordinance authorizing the Mayor to enter into an Amendment to the Contract for Administrative Services for the PY2018 Community Housing Impact and Preservation Program between the City of Medina and Ohio Regional Development Corporation. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 045-19, seconded by Mr. Rose. Jonathon stated this is to amend their agreement that they already have with Ohio Regional Development Corporation which is the consultant that is providing the technical expertise for the administration of their CHIP Program Grant that they are currently working on in conjunction with the City of Brunswick. This agreement adjusts the dollar amount distribution between the City of Medina and the Ohio Regional Development Corporation. The roll was called and Ordinance/Resolution No. 045-19 passed by the yea votes of P. Rose, J. Shields, D. Simpson, B. Starcher, E. Heffinger and B. Lamb.

Ord. 046-19:

An Ordinance authorizing the Mayor to sign the Letter of Engagement with Arnold Architectural Strategies, LLC for professional services provided for the new Fitness Room Addition at the Medina Community Recreation Center. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 046-19, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 046-19, seconded by Mr. Rose. Mayor is speaking for Mike Wright which is not in attendance tonight. This is to contract with Arnold Architectural Strategies, LLC for the new Fitness Room Addition and also contracts with Mr. Arnold as Construction Manager for the project. Emergency clause is needed for this and the next ordinance since we would like to get this project moving; it has been delayed back and forth for a period of time and would like to move forward with weather improving. Mr. Shields noted with this ordinance and two others that involve Medina City Schools this evening he will be abstaining since he is employed by Medina City Schools Board of Education. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, B. Starcher, E. Heffinger, B. Lamb, and P. Rose. The roll was called and Ordinance/Resolution No. 046-19 passed by the yea votes of D. Simpson, B. Starcher, E. Heffinger, B. Lamb and P. Rose.

Ord. 047-19:

An Ordinance authorizing the Mayor to sign the Letter of Intent to the Board of Education of the Medina City School District for the new Fitness Room Addition at the Medina Community Recreation Center. Mr. Simpson moved for the adoption of Ordinance/Resolution

No. 047-19, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 047-19, seconded by Mr. Rose. After some revisions from the City and the School Board and approval of the Law Department, it was then approved by the Finance Committee on March 11th, 2019. Both the letter of engagement and this ordinance if passed will have to go back to the School Board for final approval. The roll was called on adding the emergency clause and was approved by the yea votes of B. Starcher, E. Heffinger, B. Lamb, P. Rose, and D. Simpson. The roll was called and Ordinance/Resolution No. 047-19 passed by the yea votes of D. Simpson, B. Starcher, E. Heffinger, B. Lamb, and P. Rose.

Ord. 048-19:

An Ordinance authorizing the Finance Director to make certain fund transfers.

Mr. Shields moved for the adoption of Ordinance/Resolution No. 048-19, seconded by Mr. Simpson. Mr. Dirham stated this is a transfer to the Parking Fund. The Parking Fund does not have much in the way of revenue so we transfer money in periodically to cover its expenditures. We budget \$60,000 a year and we make the transfers as needed. The roll was called and Ordinance/Resolution No. 048-19 passed by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and B. Starcher.

Ord. 049-19:

An Ordinance authorizing the Finance Director to make certain fund transfers.

Mr. Shields moved for the adoption of Ordinance/Resolution No. 049-19, seconded by Mr. Simpson. Mr. Dirham stated the Joint Operating Agreement they have with the school for operating the Rec Center calls for both the city and the schools to contribute \$100,000.00 per year each to our capital funds. This is to cover expenditures to the building large capital items such as the roof repair. The roll was called and Ordinance/Resolution No. 049-19 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher, and E. Heffinger.

Ord. 050-19:

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation. Mr. Shields moved for the adoption of Ordinance/Resolution No. 050-19, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 050-19, seconded by Mr. Simpson. Mr. Dirham stated this is a purchase by the Fire Department. There was a grant for this purchase and the original purchase order was for only the city's share so we need a purchase order for the full amount because the city has to write a check for the full amount which will then be reimbursed. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, B. Starcher J. Coyne, E. Heffinger, B. Lamb and P. Rose. The roll was called and Ordinance/Resolution No. 050-19 passed by the yea votes of P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne, E. Heffinger and B. Lamb.

Ord. 051-19:

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation. Mr. Shields moved for

the adoption of Ordinance/Resolution No. 051-19, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 051-19, seconded by Mr. Simpson. Mr. Dirham stated this is from the Finance Department. The money has not been spent yet in the sense that this is an invoice for a service that begins in September, but the invoice was already sent. Invoice is due soon and that is why the emergency is needed. The roll was called on adding the emergency clause and was approved by the yea votes of B. Starcher, E. Heffinger, B. Lamb, P. Rose, J. Shields and D. Simpson. The roll was called and Ordinance/Resolution No. 051-19 passed by the yea votes of D. Simpson, B. Starcher, E. Heffinger, B. Lamb, P. Rose and J. Shields.

Ord. 052-19:

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation. Mr. Shields moved for the adoption of Ordinance/Resolution No. 052-19, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 052-19, seconded by Mr. Simpson. Keith stated this is for an annual membership in the Medina County Economic Development Corporation. The membership has begun because the year has begun. Emergency is needed to pay the invoice. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher, and E. Heffinger. The roll was called and Ordinance/Resolution No. 052-19 passed by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and B. Starcher.

Res. 053-19:

A Resolution of Intent supporting the land exchange of 0.629 acres of Medina City Schools Board of Education owned real property located on 347 N. Huntington Street for 0.629 acres of City of Medina owned real property located at 625 Bowman Lane for the mutually beneficial purpose of expanding Ray Mellert Park on the N. Huntington Street parcel of land and operating a home based program for students with special needs at the Bowman Lane parcel. Mr. Shields moved for the adoption of Ordinance/Resolution No. 053-19, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 053-19, seconded by Mr. Simpson. Mayor Hanwell stated this is a Resolution of Intent for the city to exchange city owned property at 625 Bowman Ln being currently used by Medina City Schools for their home based program for students with special needs in exchange for a recently purchased property on the north side of Mellert Park at 347 North Huntington St. A benefit to both parties. Emergency clause is requested for needed repairs at the Bowman Lane parcel. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, B. Starcher, E. Heffinger, B. Lamb and P. Rose. The roll was called and Ordinance/Resolution No. 053-19 passed by the yea votes of P. Rose, D. Simpson, B. Starcher, E. Heffinger and B. Lamb.

Council Comments:

Mr. Starcher reminded residents of Ward 1 and Ward 2 that next Tuesday, April 2nd their will be a Ward meeting being held at Fire Station #1, 300 West Reagan Parkway at 7 p.m.

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Mr. Starcher congratulated Sergeant Wilson on his promotion, and said he had the privilege and honor of working with him for several years and it's well deserved.

Mr. Heffinger mentioned an event by the Autism Society of Greater Akron and is actually in charge of Medina area as well. They are holding a Step in to Autism Event on June 15th at 8:30 a.m. It's a one mile walk, carnival games, kid's fun run, and a sensory zone. They are looking for people to do the walk or to donate to the cause, both individual donations and corporate donations as well.

Mr. Simpson thanked Mr. Shields for taking over Mr. Coyne's position while he is gone. Dennie congratulated Mr. Gladish and the Building Department for their prestigious award and that we are very fortunate to have Dan's leadership and character that represents the city so well.

Mr. Lamb spoke of the Bowman Ln. and Huntington St. parcel swaps and understanding of the collaboration and partnerships that benefit each party.

Mr. Rose welcomed a shining light - Barry Coleman upfront to thank him. Barry is an employee of Jimmy Johns and was recognized recently for pulling up Baby Shark on his phone for a crying child to calm him so his family could eat peacefully.

Mr. Shields stated he had the pleasure the last couple of weeks coaching Barry's younger brother Ray. Ray participated in the 5th grade March Madness Basketball Tournament. Jim is very proud of Ray and his team mates from Ella Canavan because they were the champions. What a great family!

Adjournment:

There being no further business before Council, the meeting adjourned at 8:11 p.m.

Kathy Patton, CMC - Clerk of Council

James A. Shields, President of Council Pro-Tem

ORDINANCE NO. 54-19

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$8,850.00 TO THE MEDINA COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCA) FOR ANIMAL RELATED SERVICES FOR THE YEAR 2019.

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

SEC. 1: That the expenditure of \$8,850.00 to the Medina County Society for the Prevention of Cruelty to Animals (SPCA) is hereby authorized for animal related services.

SEC. 2: 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. 3: That the funds to cover this payment are available in Account No. 001-0707-52215.

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 in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 55-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2019 CONCRETE STREET REPAIR PROGRAM.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the 2019 Concrete Street Repair Program in accordance with specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the contract, in the amount of \$400,000, is available as follows: \$374,300 in Account No. 108-0610-54411, \$400 in Account No. 108-0610-53311, \$300 in Account No. 108-0610-52214, and \$25,000 in Account No. 513-0533-54414.

SEC. 3: 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. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 56-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2019 CONCRETE CURB INSTALLATION PROGRAM.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the installation concrete curbs on E. Liberty Street as part of the 2019 Concrete Curb Installation Program (City Job #1038) in accordance with specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the contract, in the amount of \$140,000.00, is available as follows: \$120,941.00 in Account No. 108-0610-54411 and \$19,059 in Account No. 385-0610-54415.

SEC. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

RESOLUTION NO. 57-19**A RESOLUTION AUTHORIZING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION'S COOPERATIVE PURCHASING PROGRAM FOR THE PURCHASE OF SODIUM CHLORIDE (ROCK SALT), AND DECLARING AN EMERGENCY.**

WHEREAS: Section 5513.01(B) provides the opportunity for Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges or Universities to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor hereby requests authority in the name of the City of Medina to participate in the Ohio Department of Transportation contracts for sodium chloride (rock salt), Contract 018-20 and agrees:

- 1) To purchase an estimated salt tonnage of 2,000 tons (stockpile capacity 1,600 tons) exclusively from the vendor awarded the sodium chloride contract for the county in which said political subdivision is located;
- 2) To be bound by the terms and conditions of the contract;
- 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
- 4) To be responsible for resolving disputes arising out of participation in the contract and, to the extent allowable under Ohio law, hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

Minimum Order = 1 truckload/22 tons without piler or 200 tons with piler

Stockpile Location: 781 West Smith Road
Medina, OH 44256
Stockpile Capacity: 1,600 tons
Tons Required: 2,000 tons (estimated)

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of this contract may invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year indicating storage capacity and stating salt needs for the contract period.

SEC. 2: That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That the Clerk of Council is hereby authorized and directed to forward a certified copy of this Resolution to the Ohio Department of Transportation, Office of Contracts, Purchasing Services, prior to the mailing of Invitation 018 each year.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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 Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that the contract is due by April 19, 2019; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

**RESOLUTION AUTHORIZING PARTICIPATION
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2019**

WHEREAS, the CITY OF MEDINA, MEDINA COUNTY (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and

d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 19 by 12:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

_____ (Authorized Signature) _____ Approval Date
Dennis Hanwell, Mayor

_____ (Authorized Signature) _____ Approval Date
John M. Coyne, III, President of Council

_____ (Authorized Signature) _____ Approval Date
Attest – Kathy Patton, Clerk of Council

**THIS RESOLUTION MUST BE UPLOADED TO THE WINTER SALT PARTICIPATION WEBSITE BY NO LATER THAN
FRIDAY, APRIL 19, 2019.**

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

ORDINANCE NO. 58-19

**AN ORDINANCE AMENDING SECTION 945.02 (G) OF THE
CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO
RELATIVE TO PARK RESTRICTIONS.**

WHEREAS: That Section 945.02(g) of the codified ordinances of the City of Medina, Ohio presently reads as follows:

945.02 PARK RESTRICTIONS.

- (g) Permit a dog to go unleashed in any areas, without being under the reasonable control of a person.

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

SEC. 1: That Section 945.02(g) of the codified ordinances of the City of Medina, Ohio shall be amended to read as follows:

945.02 PARK RESTRICTIONS.

- (g) No person shall have a dog in a city park unless the dog is restrained by a leash that is not more than eight (8) feet in length and held by the person having the dog in the park or the dog is inside the fence of the Memorial Dog Park.

SEC. 2: 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. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective Date:

ORDINANCE NO. 59-19

AN ORDINANCE AUTHORIZING THE EXPENDITURE TO SIGNAL SERVICE CO. FOR THE EMERGENCY REPAIRS AT THE INTERSECTIONS OF S. COURT STREET AND KOONS AVENUE FOR THE STREET DEPARTMENT, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the expenditure of \$34,000.00 to Signal Service Co. is hereby authorized emergency repairs to Traffic Signal Equipment due to an accident at S. Court St. and Koons Ave. for the Street Department.

SEC. 2: 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. 3: That the funds to cover this purchase are available in Account No. 102-0540-53321.

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 this was an emergency situation due to a vehicle accident; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 60-19

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION, AND DECLARING AN EMERGENCY.

WHEREAS: Certain certifications are necessary for the continued operations of Municipal Services; and

WHEREAS: This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services as required by Ohio Revised Code Section 5705.41(D).

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

SEC. 1: 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. 2: That the Finance Director is authorized to draw warrants for the payment of the Invoice dated 2/16/19 to Prado for Captain of Fire Department Promotional.

SEC. 3: 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. 4: 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 because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

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: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORD. 61-19
EXH. A



UNDERSTAND. SERVICE. INNOVATE.

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.

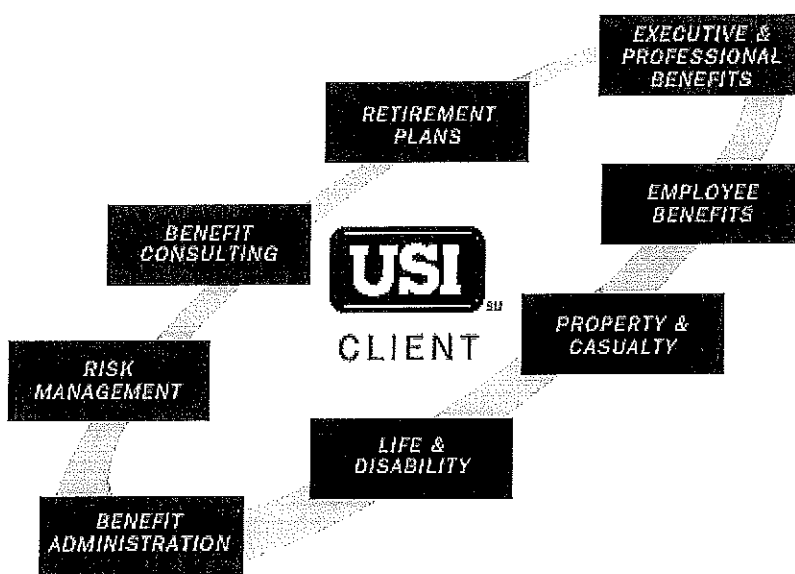
USI Midwest LLC • 10100 Innovation Dr., Suite 220 • Dayton, OH 45342 • 937.223.8891 • www.usi.biz

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About USI

THE POWER OF ONE

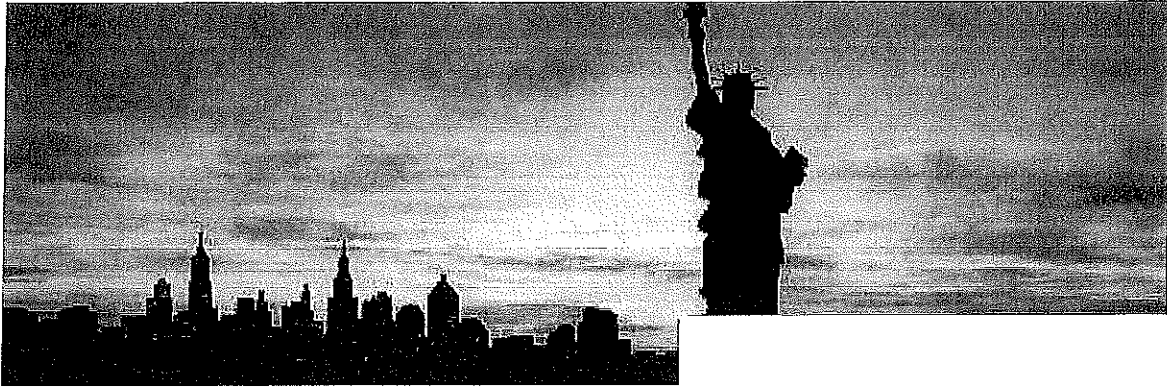
What makes USI different from other traditional brokers and consultants?



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 Form Commercial Property Including Business Income
- Commercial Marine
- Boiler and Machinery
- Commercial Crime
- Commercial Automobile
- Garage
- Ocean Marine
- Aviation

LIABILITY INSURANCE COVERAGE

- Commercial General Liability
- Workers Compensation and Employers Liability
- Fiduciary Liability
- Medical Professional Liability
- Environmental Impairment Liability
- Airport Liability
- Egress and Entrapment Liability

SPECIAL LIABILITY COVERAGE

- Public Official's Liability
- Police Professional Liability
- Educators Legal Liability
- Conducts of Supervision
- 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				F	In Liquidation
B++, B+	Very Good	C, C-	Weak	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	\$ 2,003
Policy Annual Premium	\$140,955
Broker Fee - Argonaut	\$ 10,500
Total Annual Premium Payable to USI Insurance	\$153,458

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

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

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

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

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

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

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

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

USI Disclosures

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

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

	I hereby elect to purchase terrorism coverage for a prospective premium of \$ 2,003
	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.

Policyholder/Applicant's Signature	Trident Insurance Services, LLC Company
Print Name	4623729-08 Policy Number
Date	

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#	Blnd#	Occupancy	Address	City	State	Zip	Values			Valuation
							Building	Contents	Total	
1	1	City Hall/Police Dept	132 N Elmwood	Medina	OH	44256	4,010,202	1,013,416	5,023,618	RC
2	1	Municipal Court Building	135 N Elmwood	Medina	OH	44256	2,627,170	284,906	2,912,076	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	44256	722,059	52,884	774,943	RC
5	1	Fire Station	51 Public Square	Medina	OH	44256	171,015	57,805	228,820	RC
6	2	Garzbo-Uptown Park	1000 Wadsworth	Medina	OH	44256	417,666	0	417,666	RC
7	1	City Garage	781 W. Smith Rd	Medina	OH	44256	722,069	146,356	868,415	RC
8	1	Aluminum Recycling	781 W. Smith Rd	Medina	OH	44256	7,240,943	151,274	7,392,217	RC
9	1	Vehicle Storage/Equipmt	781 W. Smith Rd	Medina	OH	44256	361,030	49,195	410,225	RC
10	1	Self Storage Building	781 W. Smith Rd	Medina	OH	44256	126,678	0	126,678	RC
11	1	Memorial Park - Bath House	415 E Homestead	Medina	OH	44256	105,408	0	105,408	RC
12	1	Memorial Park - Swim Pool	415 E Homestead	Medina	OH	44256	53,206	0	53,206	RC
13	1	Memorial Park Pavilion and Play Area (JUMP)	415 E Homestead	Medina	OH	44256	437,834	0	437,834	RC
14	1	Memorial Park - Homestead Field - Ball Field Lighting	415 E Homestead	Medina	OH	44256	426,967	0	426,967	RC
15	1	Cemetery Chapel	186 Spring Grove	Medina	OH	44256	122,988	0	122,988	RC
16	1	Cemetery Garage/Office	186 Spring Grove	Medina	OH	44256	361,030	0	361,030	RC
17	1	Reagan Park Compassion-Bill Dunn Field	186 Spring Grove	Medina	OH	44256	405,357	0	405,357	RC
18	1	Reagan Park Maintenance Garage	951 Weymouth	Medina	OH	44256	179,892	0	179,892	RC
19	1	Reagan Park Pavilions and Play Area	951 Weymouth	Medina	OH	44256	107,675	0	107,675	RC
20	1	Reagan Park - Red Brick Building	951 Weymouth	Medina	OH	44256	361,030	254,864	615,894	RC
21	1	Reagan Park - Pole Barn	951 Weymouth	Medina	OH	44256	102,510	0	102,510	RC
22	1	Reagan Park Restrooms (single and quad)	951 Weymouth	Medina	OH	44256	17,737	0	17,737	RC
23	1	Reagan Park - State Park	951 Weymouth	Medina	OH	44256	25,335	0	25,335	RC
24	1	Roscoe Ewing Park Pavilion and Play Area	951 Weymouth	Medina	OH	44256	144,412	0	144,412	RC
25	1	Roscoe Ewing Park Restroom	Roscoe Ewing Park	Medina	OH	44256	73,793	0	73,793	RC
26	1	Roscoe Ewing Park Restroom	Roscoe Ewing Park	Medina	OH	44256	953,152	0	953,152	RC
27	1	Sam Masi Park	Sam Masi Park	Medina	OH	44256	74,899	0	74,899	RC
28	1	Sam Masi Park Pavilion and Play Area	Sam Masi Park	Medina	OH	44256	31,670	0	31,670	RC
29	1	Ray Meller Park Pavilion and Play Area	325 N. Huntington	Medina	OH	44256	65,392	0	65,392	RC
30	1	Ray Meller Park - Ball Field Lighting	325 N. Huntington	Medina	OH	44256	87,363	0	87,363	RC
31	1	Ray Meller Park - Splash Pad	325 N. Huntington	Medina	OH	44256	246,974	0	246,974	RC
32	1	Ray Meller 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	Ken Cleveland Park	Medina	OH	44256	150,087	0	150,087	RC
34	1	Fred Greenwood Park Pavilion and Play Area	W. Sturbridge Drive	Medina	OH	44256	80,679	0	80,679	RC
35	1	Fred Greenwood Park - Splash Pad	W. Sturbridge Drive	Medina	OH	44256	87,363	0	87,363	RC
36	1	Fred Greenwood Park - Compassion	W. Sturbridge Drive	Medina	OH	44256	368,962	0	368,962	RC
37	1	Fred Greenwood Park Restroom	W. Sturbridge Drive	Medina	OH	44256	107,675	0	107,675	RC
38	1	Fred Greenwood Park - Ball Field Lighting	W. Sturbridge Drive	Medina	OH	44256	31,670	0	31,670	RC
39	1	Jaycee Park Pavilion and Play Area	Jaycee Park	Medina	OH	44256	56,451	0	56,451	RC
40	1	Huffman Park Pavilion and Play Area	Huffman 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	130 Koons Ave	Medina	OH	44256	31,670	0	31,670	RC
43	1	Koons Booster Pump	130 Koons Ave	Medina	OH	44256	1,803,981	0	1,803,981	RC
44	1	Steel Water Tank	130 Koons Ave	Medina	OH	44256	568,779	0	568,779	RC
45	1	Fair Road Pumping Station	1100 Wooster Pike	Medina	OH	44256	501,887	0	501,887	RC
46	1	Fair Road Booster Pump Station	Fair Road	Medina	OH	44256	450,968	0	450,968	RC
47	1	Progress Water Tower	Fair Road	Medina	OH	44256	1,093,334	170,952	1,264,286	RC
48	1	Airport Maintenance	800 Progress Dr	Medina	OH	44256	219,361	0	219,361	RC
49	1	Airport - Hangar A	2050 Medina Rd	Medina	OH	44256	2,026,831	0	2,026,831	RC
50	1	Airport - Hangar B	2050 Medina Rd	Medina	OH	44256	450,968	0	450,968	RC
51	1	Airport - Hangar C	2050 Medina Rd	Medina	OH	44256	594,115	0	594,115	RC
52	1	Airport - Hangar E	2050 Medina Rd	Medina	OH	44256	594,115	0	594,115	RC
53	1	Airport Office - New	2050 Medina Rd	Medina	OH	44256	714,458	0	714,458	RC
54	1	Hangar D	2050 Medina Rd	Medina	OH	44256	1,342,776	0	1,342,776	RC
55	1	Fuel Tank	2050 Medina Rd	Medina	OH	44256	478,039	0	478,039	RC
56	1	Weight Station	2050 Medina Rd	Medina	OH	44256	219,151	0	219,151	RC
57	1	Parking Deck	2050 Medina Rd	Medina	OH	44256	177,347	0	177,347	RC
58	1	Water Treatment Plant (storage only)	250 Liberty Street	Medina	OH	44256	4,862,131	0	4,862,131	RC
59	1	Old County Water Treatment Plant (storage only)	3733 Granger Rd	Medina	OH	44256	0	12,299	4,894,430	RC
60	1	Water Treatment Plant (storage only)	3733 Granger Rd	Medina	OH	44256	1,803,981	2,373,657	2,373,657	RC
61	1	Water Treatment Plant (storage only)	3733 Granger Rd	Medina	OH	44256	0	23,969	1,827,250	RC
62	1	Water Treatment Plant (storage only)	3733 Granger Rd	Medina	OH	44256	0	630,925	630,925	RC
63	1	Aerator Chamber (Unused)	3733 Granger Rd	Medina	OH	44256	107,675	8,608	116,283	RC
64	1	Settling Tank/Pump Vault (Unused)	3733 Granger Rd	Medina	OH	44256	3,800	2,461	6,261	RC
65	1	115 Property schedule	3733 Granger Rd	Medina	OH	44256	428,434	113,148	542,583	RC

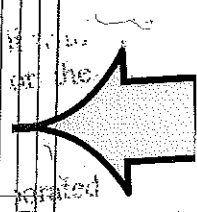
TRIDENT INSURANCE SERVICES: Statement of Values for:

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

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

Loc#	Blot#	Occupancy	Address	City	State	Zip	Building	Contents	Total	Valuation
1	1	City Hall/Police Dept	132 N. Elmwood	Medina	OH	44256	4,070,202	1,018,416	5,088,618	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	330 W. Reagan Pkwy	Medina	OH	44256	2,684,429	0	2,684,429	RC
4	1	Fire Station #2	500 Lake Road	Medina	OH	44256	722,059	52,884	774,943	RC
5	1	Fire Station	51 Public Square	Medina	OH	44256	171,015	57,805	228,820	RC
6	2	Gazabo-Uplown Park	51 Public Square	Medina	OH	44256	- 417,666	0	417,666	RC
7	1	Satellite Fire Station	1000 Westworth	Medina	OH	44256	722,059	145,356	868,415	RC
8	1	City Garage	781 W. Smith Rd	Medina	OH	44256	7,240,643	151,274	7,391,917	RC
9	3	Aluminum Recycling	781 W. Smith Rd	Medina	OH	44256	126,678	0	126,678	RC
10	7	Vehicle Storage/Equipment	781 W. Smith Rd	Medina	OH	44256	381,030	49,185	430,215	RC
11	4	Salt Storage Building	781 W. Smith Rd	Medina	OH	44256	106,408	0	106,408	RC
12	5	Memorial Park - Bath House	415 E. Homestead	Medina	OH	44256	53,205	0	53,205	RC
13	2	Memorial Park - Swim Pool	415 E. Homestead	Medina	OH	44256	437,834	0	437,834	RC
14	8	Memorial Park Pavilion and Play Areas (JUMP)	415 E. Homestead	Medina	OH	44256	425,967	0	425,967	RC
15	4	Memorial Park - Homestead Field (storage only)	415 E. Homestead	Medina	OH	44256	122,988	0	122,988	RC
16	1	Cemetery Chapel	186 Spring Grove	Medina	OH	44256	361,030	0	361,030	RC
17	2	Mausoleum	186 Spring Grove	Medina	OH	44256	405,367	0	405,367	RC
18	3	Cemetery Garage/Office	186 Spring Grove	Medina	OH	44256	179,882	113,149	293,031	RC
19	10	Reagan Park Concession-Bill Dunn Field	951 Weymouth	Medina	OH	44256	107,675	0	107,675	RC
20	2	Reagan Park Maintenance Garage	951 Weymouth	Medina	OH	44256	381,030	254,854	635,884	RC
21	3	Reagan Park Pavilions and Play Area	951 Weymouth	Medina	OH	44256	102,510	0	102,510	RC
22	4	Reagan Park - Red Brick Building	951 Weymouth	Medina	OH	44256	17,737	0	17,737	RC
23	10	Reagan Park - Pole Barn	951 Weymouth	Medina	OH	44256	25,335	0	25,335	RC
24	6	Reagan Park Restrooms (single and quad)	951 Weymouth	Medina	OH	44256	144,412	0	144,412	RC
25	10	Reagan Park - Skate Park	951 Weymouth	Medina	OH	44256	78,789	0	78,789	RC
26	8	Reagan Park - Ball Field Lighting	951 Weymouth	Medina	OH	44256	953,152	0	953,152	RC
27	1	Roscoe Ewing Park Pavilion and Play Area	Roscoe Ewing Park	Medina	OH	44256	74,899	0	74,899	RC
28	2	Roscoe Ewing Park Restroom	Roscoe Ewing Park	Medina	OH	44256	31,670	0	31,670	RC
29	12	Sam Masi Park Pavilion and Play Area	Sam Masi Park	Medina	OH	44256	66,382	0	66,382	RC
30	1	Ray Mellett Park Pavilion and Play Area	325 N. Huntington	Medina	OH	44256	87,383	0	87,383	RC
31	3	Ray Mellett Park - Ball Field Lighting	325 N. Huntington	Medina	OH	44256	245,874	0	245,874	RC
32	4	Ray Mellett Park - Splash Pad	325 N. Huntington	Medina	OH	44256	243,484	0	243,484	RC
33	13	Ray Mellett Park - Restroom/Fier Building	325 N. Huntington	Medina	OH	44256	150,087	0	150,087	RC
34	14	Ken Cleveland Park Pavilion and Play Area	Ken Cleveland Park	Medina	OH	44256	80,679	0	80,679	RC
35	1	Fred Greenwood Park Pavilion and Play Area	W. Sturbridge Drive	Medina	OH	44256	87,383	0	87,383	RC
36	2	Fred Greenwood Park - Splash Pad	W. Sturbridge Drive	Medina	OH	44256	368,962	0	368,962	RC
37	3	Fred Greenwood Park - Concession	W. Sturbridge Drive	Medina	OH	44256	107,675	0	107,675	RC
38	4	Fred Greenwood Park Restroom	W. Sturbridge Drive	Medina	OH	44256	31,670	0	31,670	RC
39	5	Fred Greenwood Park - Ball Field Lighting	W. Sturbridge Drive	Medina	OH	44256	122,988	0	122,988	RC
40	15	Jaycee Park Pavilion and Play Area	Jaycee Park	Medina	OH	44256	56,451	0	56,451	RC
41	17	Liberty Park Pavilion and Play Area	Liberty Park	Medina	OH	44256	50,118	0	50,118	RC
42	18	Huffman Park Pavilion and Play Areas	Huffman Park	Medina	OH	44256	105,833	0	105,833	RC
43	1	Huffman Park Restroom	Huffman Park	Medina	OH	44256	31,670	0	31,670	RC
44	19	Koons Water Tank	130 Koons Ave	Medina	OH	44256	1,803,881	0	1,803,881	RC
45	2	Koons Booster Pump	130 Koons Ave	Medina	OH	44256	568,779	0	568,779	RC
46	3	Koons Booster Pump Station	130 Koons Ave	Medina	OH	44256	501,687	0	501,687	RC
47	1	Steel Water Tank	1100 Wooster Pike	Medina	OH	44256	450,955	0	450,955	RC
48	2	Fair Road Pumping Station	Fair Road	Medina	OH	44256	1,083,334	170,952	1,254,286	RC
49	2	Fair Road Booster Pump Station	Fair Road	Medina	OH	44256	219,361	0	219,361	RC
50	1	Progress Water Tower	800 Progress Dr	Medina	OH	44256	2,026,831	0	2,026,831	RC
51	23	Airport Maintenance	2050 Medina Rd	Medina	OH	44256	450,968	0	450,968	RC
52	23	Airport - Hangar A	2050 Medina Rd	Medina	OH	44256	594,115	0	594,115	RC
53	3	Airport - Hangar B	2050 Medina Rd	Medina	OH	44256	694,115	0	694,115	RC
54	23	Airport - Hangar C	2050 Medina Rd	Medina	OH	44256	714,458	0	714,458	RC
55	6	Airport - Hangar E	2050 Medina Rd	Medina	OH	44256	1,342,776	0	1,342,776	RC
56	23	Airport Office - New	2050 Medina Rd	Medina	OH	44256	475,039	0	475,039	RC
57	23	Hangar D	2050 Medina Rd	Medina	OH	44256	219,151	0	219,151	RC
58	24	Fuel Tank	2050 Medina Rd	Medina	OH	44256	177,347	0	177,347	RC
59	1	Parking Deck	1050 Liberty Street	Medina	OH	44256	177,347	0	177,347	RC
60	25	Water Treatment Plant (storage only)	230 Liberty Street	Medina	OH	44256	4,892,131	12,299	4,904,430	RC
61	1	Water Treatment Plant (storage only)	3733 Chanter Rd	Medina	OH	44256	0	23,369	23,369	RC
62	2	Old County Water Treatment Plant (storage only)	3733 Chanter Rd	Medina	OH	44256	1,803,881	0	1,803,881	RC
63	3	Old Water Treatment Plant (storage only)	3733 Chanter Rd	Medina	OH	44256	0	630,925	630,925	RC
64	4	Water Treatment Plant-Garage	3733 Chanter Rd	Medina	OH	44256	107,875	0	107,875	RC
65	3	Aerator Chamber (unused)	3733 Chanter Rd	Medina	OH	44256	3,800	2,461	6,261	RC
66	6	Settling Tank/Pump Vault (unused)	3733 Chanter Rd	Medina	OH	44256	429,434	1,13,149	542,583	RC

Loc#	Bldg#	Occupancy	Address	City	State	Zip	Values			Valuation
							Building	Contents	Total	
26	7	Underground Yard Piping (Unused)	3733 Granger Rd	Medina	OH	44266	269,822	0	269,822	RC
26	8	Raw Water Intake Structure (Unused)	3733 Granger Rd	Medina	OH	44266	14,176	0	14,176	RC
26	9	Reservoir Pump House at Lake Medina (Unused)	3733 Granger Rd	Medina	OH	44266	495,354	15,875	511,229	RC
27	1	City Garage	791 West Smith Road	Medina	OH	44266	907,651	556,309	1,463,960	RC
28	1	Progress Water Tank	790 Progress Drive	Medina	OH	44266	2,697,336	0	2,697,336	RC
29	1	Bermet Lumber - Wood Barns	400 East Smith Street	Medina	OH	44266	0	0	0	RC
30	1	Key Bank Drive Thru - RESTROOMS	119 Public Square	Medina	OH	44266	360,169	0	360,169	RC
31	1	Moose Lodge - Parking Lot Only	140 West Liberty	Medina	OH	44266	0	0	0	RC
32	2	Shooting Range	1050 West Liberty	Medina	OH	44266	126,013	0	126,013	RC
33	1	Weight Station	406 S. Broadway	Medina	OH	44266	99,293	0	99,293	RC
34	1	Storage Building	120 N. Elmwood	Medina	OH	44266	546,364	1,126	547,490	RC
35	1	Single Family Home	347 N. Huntington Street	Medina	OH	44267	55,000	10,927	65,927	RC
							49,737,912	6,001,376	55,739,288	
		Insured Signature/Title	Date							



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.

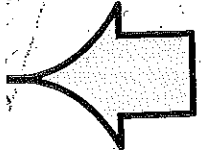
18. ENTIRE AGREEMENT

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: _____
Name: Dennis Hanweil, Mayor
Title: Authorized Representative

USI _____

BY: _____
Name: _____
Title: Authorized Representative

ORDINANCE NO. 62-19

**AN ORDINANCE AMENDING ORDINANCE NO. 195-18,
PASSED DECEMBER 10, 2018. (Amendments to 2019 Budget)**

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

SEC. 1: That Ordinance No. 195-18, passed December 10, 2018, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
143-0748-54411 (Econ. Dev.-Land)	51,000.00 *

SEC. 2: 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. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

* - new appropriation

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor