CITY OF NORTH CANTON, OHIO

BOARD OF CONTROL MEETING

TRANSCRIPT OF

APRIL 7, 2020, MEETING

VIA TELECONFERENCE

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Transcript of Proceedings of the North Canton Board of Control, taken by me, the undersigned, Laurie Maryl Jonas, a Registered Merit Reporter and Notary Public in and for the State of Ohio, at the North Canton City Hall, 145 North Main Street, North Canton, Ohio, on Tuesday, April 7, 2020, at 1:09 p.m.

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APPEARANCES:

Patrick A. DeOrio, Director of Administration

Timothy L. Fox, Director of Law

Stephen B. Wilder, Mayor

Jina Alaback, Director of Finance
(via teleconference)

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1 MR. DEORIO: All right. Welcome. It is
2 Tuesday, April 7, 2020. The time is 1 o'clock and
3 I'd like to call to order the North Canton board of
4 control meeting.
5 I will call the roll. Member Fox?
6 MR. FOX: Here.
7 MR. DEORIO: Member Wilder?
8 MAYOR WILDER: Here.
9 MR. DEORIO: Member DeOrio is here. And
10 Member Alaback?
11 MS. ALABACK: Here.
12 MR. DEORIO: It should be noted that Member
13 Alaback is joining us via teleconference connection
14 and we can see her from laptop on display in this
15 conference room.
16 So the first item --
17 MS. ALABACK: I cannot -- okay.
18 MR. DEORIO: The first item on the agenda is
19 approval of the minutes. And the first packet is
20 November 13, 2018. Are there any additions or
21 corrections? If not, I would entertain a motion to
22 approve the minutes as presented.
23 MR. FOX: Motion to approve as presented.
24 MR. DEORIO: Moved by Member Fox, second by
25 Member DeOrio. We will do a voice vote. All those

in favor, signify by saying "aye."

("Aye" in unison.)

MR. DEORIO: All opposed? All abstentions?

MAYOR WILDER: Wilder.

MS. ALABACK: Abstain.

MR. DEORIO: Wilder and Alaback abstain. Motion carries.

Next item is the review of the minutes from February 25, 2020. Are there any additions or corrections? Hearing none, the chair would entertain a motion to approve the minutes as presented.

MR. FOX: Move to approve as presented.

MR. DEORIO: Moved.

MS. ALABACK: Second.

MR. DEORIO: Moved by Member Fox, seconded by Member Alaback. All those in favor, signify by saying "aye."

("Aye" in unison.)

MR. DEORIO: Opposed? The aye's have it.

I'm going to rearrange the agenda to allow for the next item to be the Portage Street, Northwest, resurfacing project. Given that this subject matter will probably be less in duration than the remaining item, I wanted to allow Robert Graham, who is our city engineer, who is in attendance at

this meeting, to address this and then be able to report back for duty.

So if we will take a look at that on your agenda, Portage Street, Northwest, Resurfacing Project, Mr. Graham, could you enlighten us.

MR. GRAHAM: Yes, sir. Thank you, Mr. DeOrio.

We opened bids just last Friday, April 3rd, out on the portico. After 28 years, my first ever outdoor bid opening. We had five plan holders and three submitted bids.

A little history. This project is 80 percent funded with federal dollars, 20 percent on our own, and we have applied for municipal road funding through the county commissioners. Engineer's cost estimate prepared by our consultant was roughly 666,500. I had in the 2020 budget from last fall 637,000. And leading up to the bid opening we had the three bids submitted. In my mind, the lowest and best bid was submitted by Superior Paving & Materials, Inc., at a price of $453,918.25. .

Engineering would recommend that the board of control conditionally award this project in the amount of 453,918.25 to Superior Paving to complete it, and the lone condition is with our federal

funding. This project has an ODOT DBE, or disadvantaged business enterprise, goal of 7 percent. Superior submitted today their DBE affirmation submittal to ODOT showing how they would meet that goal. They would actually meet it with 12 percent, but we're waiting for ODOT to just literally approve that. I don't see that being a problem, but just in case ODOT and the contractor can't come to an agreement, we would have to go to our No. 2 bidder, which would be 459,000 as you see on your bid tab, but I feel comfortable they'll have that agreement and agreement very shortly, so that was my recommendation is the BOC go ahead and award to Superior with that one condition that the DBE affirmation is approved by ODOT.

MS. ALABACK: I would make that motion. The board of control to approve or award the bid of $453,918.25 to Superior Paving on the Portage Street resurfacing project.

MR. DEORIO: On the condition that an acceptable DBE utilization plan is approved.

MS. ALABACK: Correct.

MR. FOX: I'll second that.

MR. DEORIO: It's been moved and seconded. We'll do a roll call vote.

1 Member Alaback?
2 MS. ALABACK: Yes.
3 MR. DEORIO: Member Wilder?
4 MAYOR WILDER: Yes.
5 MR. DEORIO: Member Fox?
6 MR. FOX: Yes.
7 MR. DEORIO: Member DeOrio votes yes.
8 Thank you, Rob.
9 MAYOR WILDER: Thank you, Rob.
10 MR. GRAHAM: Thank you.
11 (Mr. Graham exiting room.)
12 MR. DEORIO: Okay. The remaining item on our
13 agenda is the property liability, general liability,
14 and automobile insurance package with the city. So I
15 think in your bid packet we put in a copy of the bid
16 tab from the opening which occurred on March 18 at
17 11:15 a.m.
18 Now, with insurance, it is often the case
19 that more than what is reflected on the bottom line
20 is important to evaluate, and what I'm referring to
21 are the coverage forms. You know, it's one thing for
22 an insurance company to tell you this is how much
23 your premium is, but what are you getting for that
24 premium? What insurance coverages are you getting?
25 And in the commercial insurance market, there are

1 differences in the different types of coverage forms.
2 And so this is a discussion that should have
3 been had, in my opinion, five years ago when the city
4 switched from its then carrier to the carrier that we
5 have now, which is the Public Entity Pools of Ohio
6 USI Insurance Group. Because five years ago we made
7 a very different change as it relates to our
8 insurance.
9 So what we had then was insurance on what is
10 most commonly called an occurrence form. And with
11 this form, any loss that occurs during the policy
12 term is provided defense and indemnity regardless of
13 when the loss becomes known to the insured as long as
14 reporting requirements are met. So, for instance, we
15 have an occurrence-based form, and just to make a
16 conversation easy let's say it's during calendar year
17 2019. A claim occurs in June of 2019. And it is
18 promptly reported. The carrier at that time would be
19 on the hook for the administration and settlement of
20 that claim no matter how long it took, even if it
21 took years later. Because we followed the proper
22 reporting requirement, we turned it in and it
23 occurred during the policy period, even if it takes
24 years to settle --
25 MAYOR WILDER: They're obligated.

1 MR. DEORIO: They're obligated to pay. Even
2 if we were to switch carriers and go with someone
3 else, that original carrier that had the policy in
4 2019 would still be on the hook to pay and administer
5 that claim. That's an occurrence-based form. That's
6 the most common and that's the best.
7 MR. FOX: I think that's what the -- like a
8 layperson would think of in like their automobile
9 insurance type of claim.
10 MR. DEORIO: That is exactly what you have
11 with your auto insurance, your homeowners insurance
12 that insure your home.
13 Now, let's say that with the occurrence form
14 that Company A is on an occurrence form for 2019 and
15 an accident occurs but the city isn't notified of
16 that until January of 2020. If it's -- if we
17 reported it immediately as soon as we heard it and
18 determined that it occurred during the policy period,
19 even though that policy period's over, even though
20 that insurance company may or may not even be our
21 carrier, they're still on the hook to administer and
22 settle that claim. That's when it occurred. You can
23 see why this is the best type of insurance that you
24 can get. And generally with this type of insurance,
25 you know, the premiums are going to be more than

1 something if you scale it back.
2 What would be the next type of coverage form
3 that you would scale -- potentially scale back. The
4 claims-made form. The claims-made form provides
5 protection for losses that have both occurred and
6 have been reported or made during the policy term.
7 So they occurred and were made -- the claim was made
8 during the policy term. This form of insurance will
9 provide defense and indemnity for losses that have
10 been reported during the policy term, even if the
11 settlement activities and judgment of such loss
12 continue after expiration of the policy. Losses that
13 have occurred during the policy term that have not
14 been reported to the insurance prior to expiration
15 will not be honored.
16 MR. FOX: So we had one that occurred. We
17 had Main Street Festival, there was an elderly woman
18 that slipped where some wires came across. And they
19 had put down some things to prevent someone from
20 tripping and a person simply caught their foot,
21 because it was a little uneven, an elderly person
22 fell. But under this, if that person did not report
23 that claim or we didn't notice it and report that
24 claim and they waited until later, perhaps someone
25 encouraged them to file a claim and it's after this

1 reporting period, because they didn't tell us,
2 perhaps we wouldn't have noticed it, then that claim
3 would not be covered.
4 MR. DEORIO: That is correct.
5 MR. FOX: Okay.
6 MR. DEORIO: So claims-made policies normally
7 will offer a limited extension of time at expiration,
8 commonly referred to as tail coverage, to protect the
9 insured from losses that may have occurred but that
10 are unknown to the insured at expiration. Thus not
11 reported to the insurer. It should be noted that
12 tail coverage is limited in term normally to two
13 years after expiration.
14 MR. FOX: Is that free?
15 MR. DEORIO: That is not free.
16 So we have occurrence form, which is the
17 best, the most commonly used, and you can see why
18 it's the most commonly used. Then there is the
19 claims-made form, which reduces the exposure to the
20 insurance company and consequently may carry -- may
21 carry a lesser premium because there is an element of
22 risk to the insured, in this case the city, that if
23 something happens that we didn't know about it and we
24 leave that policy, they may not cover that.
25 MR. FOX: So if I may, just so I have it

1 right in my head, you're going with this occurrence
2 type of claims made -- beg your pardon. Claims made.
3 MR. DEORIO: Okay. You're going with the
4 claims-made form.
5 MR. FOX: Claims made, that if you don't have
6 tail coverage, then you're assuming all of the
7 liability for claims that could be reported but were
8 not reported during the period of your policy.
9 MR. DEORIO: That's correct. So if you had a
10 claims-made policy -- this is what makes it
11 difficult. If you have a claims-made policy out
12 there and at renewal you're looking at trying to go
13 somewhere else, and you leave and you say I want to
14 go to the occurrence form, the occurrence form is
15 only going to pick up if it occurred during that
16 policy period. So that's why you need the tail
17 coverage, the extended reporting period, to give you
18 coverage for up to two years while you're carrying
19 forward with the new policy on the new coverage form.
20 And although there would be a premium for that.
21 That, as an example, two years ago, when we last did
22 this out in March of '18, and I'll get to some of
23 the -- more of the details from then, but we did
24 obtain a tail quotation and that was $78,000 for
25 that.

1 MAYOR WILDER: Wow.
2 MR. DEORIO: Our premium at the time for all
3 of our insurances were in the 110, 112, in that
4 vicinity.
5 MAYOR WILDER: So for $200,000.
6 MR. DEORIO: Yeah. Why the tail coverage is
7 priced -- one of the things I've learned from
8 insurance is that if it's priced at practically
9 nothing, it probably isn't really worth very much.
10 But if they have priced it kind of high, then this is
11 high, this is just for this instance of things that
12 we don't know being reported, you're almost paying
13 what we would have paid anyway.
14 All right. So there's occurrence, there's
15 claims made, and there's a third. The third is what
16 we have now. We have a claims-paid form. Under this
17 form, only claims that both occur and are paid during
18 the policy term are addressed by the carrier. I use
19 the word "paid." Our previous form was made. So it
20 had been -- under the claims-made form, it had to
21 occur and the claim made in the policy period. Even
22 though settlement might occur afterwards, it would
23 still be handled because it was reported and occurred
24 under that premium.
25 Under this one, it says that the claim must

1 occur and that it must be paid during the policy
2 term. Losses that have occurred during the policy
3 term but that have not been paid in full by
4 expiration will not be further addressed by the
5 carrier. This includes losses that may have been
6 reported and defense initiated during the policy
7 term. Defense initiated but not paid during the
8 policy term. Any losses occurring during the policy
9 term that are not yet paid in full at expiration
10 become the sole responsibility of the insured. In
11 addition, any losses that have occurred during the
12 policy term that the insured is unaware of at renewal
13 that initiate against the insured at a later date are
14 also the sole responsibility of the insured.
15 Now, what I have been doing, and as we go
16 back and we look at some of these other things I'm
17 going to bring forward, I'm not just relying on my
18 experience with insurance and understanding what
19 we're doing. We've had -- I've reached out to and
20 asked for some analysis of what I just read to you
21 that was provided to me from Jackson Dieken
22 Associates in Cleveland, and Kelly McKeon is the
23 manager there of their public entities program. He's
24 got 33 years in the -- in the business and we've been
25 asked -- explained the difference in a short -- as

1 concise as possible what's the differences between
2 occurrence, claims made, claims paid.
3 Now, if we refer to our policy, for the exact
4 language, effective -- I'm reading from Article 12,
5 Member's Withdrawal, Cancellation, or Termination.
6 "Effective 12:01 a.m. on the date of withdrawal,
7 payments for all claims and claim expenses shall
8 thereafter become the sole responsibility of the
9 withdrawing member without regard to whether a claim
10 occurred or was reported prior to the withdrawal of
11 the member's participation in the pool."
12 MR. FOX: So claims paid.
13 MR. DEORIO: Claims paid.
14 MR. FOX: And thinking of what if near that
15 period of time there may be litigation. Having this
16 claims-paid type of policy I think really ramps up
17 for the city the need to perhaps settle a claim where
18 it might be something that we would rather go to
19 trial. But there's -- certainly it's not a hundred
20 percent, but even if it was -- we felt very strongly
21 that we would be successful at trial, we're gambling
22 on not only winning, but if we lose we assume
23 100 percent if it goes over the date that this policy
24 would lapse. It may compel us to settle a claim.
25 MR. DEORIO: It may cause us to take an

1 adverse action --
2 MR. FOX: Yes.
3 MR. DEORIO: -- on a pending claim. And I
4 think, you know, you can begin to understand with
5 this process that if we're in this type of policy,
6 help me understand and justify going through a
7 competitive bidding process every year when, in fact,
8 if we have such an open claim we -- we would be
9 largely gambling on leaving. And two years ago when
10 we addressed this issue, we did have a claim that was
11 appealed from a lower court ruling that we had been
12 victorious and at the time we were putting this out
13 that was an open claim. So to get in a position
14 where you're not gambling in taking undue risk in
15 making a change from one carrier to another trying to
16 leave a claims-paid form to go to an occurrence form,
17 what we would need is another type of insurance
18 coverage called prior acts.
19 So you heard about tail coverage. We
20 explained what that was. That gives you an extended
21 reporting period after the policy expires to report
22 new claims. Prior acts coverage endorsement is a
23 type of coverage form that goes back and overlays on
24 top of your previous insurance policy back to a
25 pre-agreed date. As if this coverage was in effect

1 at the time. It only covers those prior acts that
2 may be open or have not been settled at that time.
3 So the insurance companies, when they -- they price
4 this kind of coverage out, they ask for a loss run to
5 see what open claims you have, what type of open
6 claims they are, who might be the participants in an
7 open claim, and that makes a determination on whether
8 they'll even offer such a thing.
9 Yes, sir?
10 MAYOR WILDER: Do we have anything open at
11 this time?
12 MR. DEORIO: We do not have anything open at
13 this time.
14 MAYOR WILDER: Good. And are we looking
15 at --
16 MR. DEORIO: That I'm aware.
17 MAYOR WILDER: Are we looking at a
18 termination date with our current carrier?
19 MR. DEORIO: Our current policy expires on
20 April 15 of this year.
21 MAYOR WILDER: Okay. All right. And from
22 your explanation, it sounds that the occurrence form
23 of coverage should be the direction that we should be
24 going.
25 MR. DEORIO: I have had the belief for a long

1 period of time that if we could get into an
2 occurrence coverage form it's the best policy for the
3 city, it offers the best type of coverage for a
4 situation where an organization as small as ours
5 where there could be changeover of personnel --
6 MAYOR WILDER: That's where I was going to
7 go.
8 MR. DEORIO: -- would allow potential claims
9 to fall into a gap where they weren't reported and
10 therefore we would be on our own. With the
11 occurrence-based form it gives us a little bit more,
12 in my opinion, the protection that if the
13 administrator changes, the finance director changes
14 or just staff changes, a department head, and a claim
15 doesn't get reported up to scale that the occurrence
16 form would be our best -- best protection. There's
17 no protection about not -- against not being diligent
18 and careful about what you're doing about insurance,
19 but to the extent there might be some accidental
20 slippage it's less likely to occur under an
21 occurrence form.
22 MAYOR WILDER: The type of insurance that
23 ends now, there's no penalty for us that we're
24 leaving that carrier or anything like that?
25 MR. DEORIO: Well, there is. I'll answer

1 that question now.
2 MAYOR WILDER: Okay.
3 MR. DEORIO: Because otherwise I might forget
4 to come back to it.
5 MAYOR WILDER: Okay.
6 MR. DEORIO: And I don't want to do that.
7 So under this particular type of pool that we
8 have right now, perhaps the simpler way to understand
9 it is there's a portion of our premium that is excess
10 premium.
11 MAYOR WILDER: Okay.
12 MR. DEORIO: That's put into a pot. And that
13 accumulates each year that we remain in the pool.
14 MAYOR WILDER: Okay.
15 MR. DEORIO: And each year that we remain in
16 the pool there's more of it, so that it could be used
17 for various things. What would be one various thing
18 it could be used for? One would be it could be used
19 for buying tail coverage --
20 MAYOR WILDER: Okay.
21 MR. DEORIO: -- for leaving that plan would
22 be one.
23 MAYOR WILDER: Okay.
24 MR. DEORIO: But that's not what we're --
25 what we would be seeking here if we were to --

1 depending on what you guys decide on this
2 recommendation, but in all honesty, whatever that
3 dollar amount has accumulated to at this time would
4 most likely be forfeited. But I don't think that, in
5 the grand scheme of things, when we weigh out all the
6 pros and cons of these different coverage forms and
7 whatnot, I don't think that it's a forfeiture that I
8 think is, you know, a cost of doing business.
9 MAYOR WILDER: Okay. Well, I felt we had to
10 get it out there and I appreciate your forthcoming
11 with that. So the current policy we have now sounded
12 like it was a two-year.
13 MR. DEORIO: Two years, yeah.
14 MAYOR WILDER: Two-year, and if we have the
15 opportunity to go forward with your possible
16 recommendation, what would the coverage period be for
17 an occurrence form of -- of coverage?
18 MR. DEORIO: Well, you know, you can get --
19 you can have it, it's based on what our bid packet
20 put together. You can quote it for one year --
21 MAYOR WILDER: Okay.
22 MR. DEORIO: -- two years, three years,
23 whatever you think the marketplace is. I think last
24 year, or the last time through, I had asked for a
25 two-year policy; the previous time it was a

1 three-year policy.
2 MAYOR WILDER: Okay.
3 MR. DEORIO: Just there's no set advantage or
4 disadvantage. It's not like if we lock it up for
5 three years we can get a price discount or something
6 like that.
7 MAYOR WILDER: Well, we have insurance for a
8 reason.
9 MR. DEORIO: Yeah.
10 MAYOR WILDER: And I understand.
11 MS. ALABACK: Patrick?
12 MR. DEORIO: Yes.
13 MS. ALABACK: The bids that are on the bid
14 sheet, are those three same coverage type policies or
15 is the current one rebidding as a claims paid and the
16 other two are bidding at a different, either
17 occurrence based or claims made and are they one-year
18 or two-year bid-outs?
19 MR. DEORIO: Thank you.
20 The question is regarding the three bids that
21 we've received. The USI Insurance PEP bid is using
22 the form, coverage form that they have. That's all
23 that they're allowed to use. That is by their
24 membership in the pool. They're the only public
25 entity pool in Ohio, to my understanding, that use

1 this particular coverage form.
2 There's another public entity pool in Ohio
3 called The Ohio Plan, and I believe that the city of
4 Louisville is under that plan. That is not a
5 claims-paid form.
6 The Fidelity Group is representing a bid
7 through The Travelers Insurance Company, and that is
8 all on an occurrence-based form, and the Assured
9 Partners is using US Specialty Insurance and they are
10 using all occurrence-based forms as well.
11 MS. ALABACK: And they are one-year?
12 MR. DEORIO: Those are one-year policy
13 premiums. That is correct.
14 MS. ALABACK: Thank you.
15 MR. DEORIO: All right. So I want to read to
16 you from two years ago, we had hired a consultant
17 through the Huntington, Pat Corcoran, who guided us
18 through our bid process and assembling the bid packet
19 and putting that out and answering questions on
20 applications that insurance companies might send in
21 to try to figure out how much to quote and, you know,
22 what are the risks. So I want to read to you what he
23 had written last year.
24 "Leaving the public entities pool can be a
25 very difficult and expensive thing to do if not done

1 properly. PEP's intergovernmental agreement provides
2 that if a member leaves, the member becomes
3 responsible for all open liability claims, as well as
4 any future claims that would be made against the
5 entity for the time period that the entity belonged
6 to the pool. Not knowing what kind of exit plans the
7 city might need" -- this is from 2018 -- "we provided
8 some options to consider. Prior acts coverage. The
9 Ohio Plan" -- this is from Whitaker Myers Insurance
10 agents from two years ago. "The Ohio Plan has the
11 ability to treat the period that an entity belongs to
12 the PEP as though their policy is written on a
13 claims-made basis. The Ohio Plan can offer prior
14 acts coverage on a claims-made form to new members
15 leaving the PEP rather than purchasing the extended
16 reporting coverage from the PEP." And that was
17 estimated at -- last year at 78 -- two years ago at
18 78,000.
19 So two years ago our consultant came to the
20 same conclusion, that to leave the plan and extended
21 reporting period, quote, is not the best course of
22 action. The best course of action would be to obtain
23 prior acts coverage. We had a quote for prior acts
24 coverage at that time, and ultimately the sole reason
25 we did not change two years ago was because the

1 additional premium that would have been required to
2 make the move was not budgeted. And the finance
3 director at the time believed that she was not in a
4 position to be able to locate those amount of funds
5 to be able to do so. And in all fairness, we should
6 say that the ad -- I was not -- I had just become the
7 administrator at the time, but while this was being
8 assembled and put together I was the deputy director
9 of administration and the finance director had only
10 been here a couple months before me, so it was --
11 everybody was kind of new on the job and trying to
12 figure things out and it just didn't gel or come
13 together.
14 The purpose of what I was trying to show was
15 that this was an issue five years ago when we made
16 the move. Three years later, a consultant comes in,
17 makes the same recommendation that The Ohio Plan with
18 prior acts coverage could make -- could make it
19 possible for you to leave. At that time -- or now
20 two years later The Ohio Plan chose not to bid on it,
21 as many others through this process chose not to bid.
22 Why? Because again, if you're unable to leave
23 because there's an open claim, and you're unwilling
24 to take that risk or unwilling to pay the additional
25 amount to provide coverage to leave, why should I go

1 through all the effort to ask the city all these
2 questions to underwrite this to come up with a
3 premium when ultimately they're not going to leave.
4 So if our goal is that at some point down the
5 road we would like to see more people bidding on
6 this, more entities coming to bear, it would behoove
7 us to have the type of coverage that would make it
8 easy for us to make a switch should we do so.
9 So in addition to the coverage forms, there
10 are other -- the other basic coverage limits as far
11 as how much will we pay out if there's an automobile
12 liability claim. How much will we pay out if there's
13 a general liability claim. Those numbers are the
14 same as our current coverage, which have been the
15 same as the current coverage before. Our property
16 coverage limits have increased over time. We've
17 added buildings, increased the amounts. Our current
18 policy as amended was provided to the other bidders
19 at the time to base their quote off of that. So we
20 don't really have to look at one has 5 million in
21 liability, the other has 4 million. They have all
22 got the same limits of liability so we're all talking
23 about what should really be the important things:
24 When will they pay; when will they not pay; under
25 what circumstances? What risk is that to the city?

1 In an environment where personnel could possibly
2 change, what gives us the best opportunity to bid out
3 in the future, and I think that that would be with
4 the -- with an occurrence-based form policy and
5 obtaining prior acts coverage.
6 So the bids that were presented on March 18,
7 as you have in your packet, one of those entities
8 through Assured Partners provided a quotation for
9 prior acts coverage. They actually gave two quotes
10 for prior acts coverage, and the two quotes depended
11 upon how far back you wanted to go with coverage. So
12 the one that is put in your packet there is $31,887.
13 And that represents going back five years on the
14 general liability; one year, I believe, on the auto,
15 and five years -- give me a second here. Five years
16 general liability, five years law enforcement
17 liability, one year auto liability. A shorter option
18 was one year general liability, one year auto, five
19 years law enforcement. So --
20 MAYOR WILDER: Are we talking pennies? You
21 know, what's the difference?
22 MR. DEORIO: No. The one year GL, one year
23 auto, five year law enforcement was 24,265. But five
24 years on the general liability, one year auto, five
25 year law enforcement, you're basically only picking

1 up four years' difference on the general liability is
2 31,887. So it's a difference of approximately
3 $7,000.
4 MAYOR WILDER: Okay. $7,000.
5 MR. DEORIO: But importantly, the five years
6 on both the general and the law enforcement would go
7 back to the time in which we had left our previous
8 occurrence-based form and went to the public entity
9 pool.
10 MAYOR WILDER: I like that.
11 MR. DEORIO: So it would go all the way back
12 to that beginning time.
13 MAYOR WILDER: Okay.
14 MR. DEORIO: Well, as far as the ratings on
15 the carriers, they -- US Specialty Insurance Company,
16 they're A++ superior rating with the financial size
17 category of 15. It far exceeds the requirement that
18 we have in the bid specs. And likewise The Fidelity
19 Group with using Travelers, the same situation.
20 Strength of carrier and A++ ratings are the kind of
21 things that we would look for if we were moving to a
22 different carrier.
23 In addition, the umbrella policy that is
24 being offered through US Specialty has a -- we'll
25 call it a provisional provision for coverage to apply

1 in a broader sense of the term. It's a good thing.
2 So I would just warrant a quick discussion on
3 umbrella insurance policy. So typically the umbrella
4 insurance policy acts like an umbrella over top of
5 your underlying coverage limits. So your umbrella
6 policy will stipulate a minimum amount that they need
7 as underlying coverage. So if the umbrella is
8 supposed to be, say, a $5 million umbrella policy and
9 the coverage underlying on the auto -- the coverage
10 underlying on the auto is -- minimum required is
11 3 million, what you would expect that is your
12 underlying automobile insurance carrier in limit
13 would pay up to the 3 million and then the umbrella
14 would fit down from the first penny above 3 million
15 and give you 5 million of additional coverage on
16 that. So the traditional umbrella, all your coverage
17 limits are underneath there.
18 So if you have a -- let's say a high-speed
19 pursuit with law enforcement that ends in a fatality
20 and large property damage, you could have a claim
21 that on the wrongful death exhausts the underlying
22 limit of 3 million and starts tapping into the
23 umbrella. But you also have property damage claim
24 that could get exhausted and need to reach into that
25 same umbrella. The umbrella just provides that

1 $5 million over all those particular lines. You
2 know, very bad situation typically involving, you
3 know, law enforcement or EMS or fire, whether it's a
4 wrongful death kind of thing you could find yourself
5 in a situation where your underlying limits are
6 exhausted and you're putting your umbrella limits at
7 risk because all there is is 5 million. That's the
8 typical coverage policy.
9 Under this umbrella, the umbrella acts as a
10 separate limit over and above every single line of
11 liability. So if we have our underlying limit of,
12 you know, whatever the number is, 1 million, 2
13 million, 3 million auto then there's a 5 million
14 umbrella above it. If, under the property damage,
15 there is a million-dollar liability limit, now there
16 is the umbrella above that. Each one acts as a silo
17 above every coverage liability limit. So it actually
18 gives us a lot of additional protection in the event
19 of a really bad calamity.
20 I make that different as a point-out in the
21 coverage difference form. So when we look at
22 Travelers' price, which is being represented by The
23 Fidelity Group, their bid was $119,004, and if we
24 look back two years ago, Travelers bid also, but they
25 used different --

1 MAYOR WILDER: Formula.
2 MR. DEORIO: -- agency. Or brokerage. Their
3 premium was 119,926. So you can see just trying to
4 provide some idea that where we're at that, you know,
5 I think pretty much everybody, you know, knows who
6 The Travelers Insurance Company is and would
7 recognize them as a household name and they're pretty
8 consistent with their pricing, but with that, we
9 don't have a prior acts coverage so then we would be
10 back to an extended reporting period and having to
11 get that coverage from the PEP, that premium would be
12 a lot more and it wouldn't be as good as the prior
13 acts coverage. The prior acts coverage would be a
14 one-time charge for this policy. So we wouldn't have
15 to be dealing with this in the future.
16 So it would be my recommendation that -- I
17 should say before that, when we did the budget for
18 2020, we did build in some additional funding to
19 cover getting some type of insurance to bridge this
20 gap. And in reviewing that with the director of
21 finance a couple weeks back, and again the director
22 of finance is new to this city, certainly not to the
23 position, but we were able to locate what we believe
24 that we budgeted approximately $25,000 in addition to
25 be able to help with this, not knowing how much it

1 would be. So it would be my recommendation that the
2 city obtain occurrence form-based coverage policy;
3 that the city obtain a prior acts coverage; that
4 through the differences that we've learned in the
5 meaning of the -- of the coverage terms and some of
6 the other benefits of coverage through one of the
7 carriers that the city move towards and award this
8 contract for the insurance to the group represented
9 through Assured Partners at $111,458 with an
10 additional coverage policy for prior acts of $31,887,
11 making the total $143,345 and that this would
12 represent the lowest and best insurance bid for the
13 city.
14 We will open it up to discussion, although
15 you all were participating as we went. So --
16 MAYOR WILDER: Do you need a motion to accept
17 that and then go into discussion or are we okay?
18 MR. DEORIO: Well, let me make sure that
19 everybody had a chance to weigh in. If there's
20 anything else -- to the law director first, if you
21 feel that anything else that we need to address. I
22 know it's a lot to process, so just kind of --
23 MR. FOX: I'll start by, you know, thanking
24 you for the due diligence involved with this. That,
25 as any layperson in insurance, they have a belief of

1 how their policy operates and perhaps many occasions
2 it's the trust from the person that sold them their
3 policy. Because many people don't sit down and read
4 a policy. And if they do, it's pretty complicated,
5 perhaps, to understand and so they -- I think most
6 people rely on the representation of, you know, that
7 person that wished to sell them the policy. Well,
8 this is how it works, this is what's covered, and you
9 simply rely on the verbal part. Okay, that's what
10 I'll need, and then perhaps that's what they pay for.
11 Here you dug into these difficult terms of art that
12 in that business occurrence based and other types of
13 terms to understand what that means.
14 There's -- I think always the thought that an
15 accident or claim that's made while you're insured
16 would remain for a reasonable period of time; that if
17 you went to another insurance agency you wouldn't
18 think your new insurance agent would cover, of
19 course, they didn't represent you, but your former
20 one with the, say, the claim that may not have been
21 reported that a layperson would believe, well, I'm
22 covered, I had insurance during that time. I had
23 this policy, now I've switched, so I have to let the
24 other one know, and to find out that you're not
25 covered because there was a claim that wasn't

1 presented to you, you weren't aware of it. I think
2 that that's -- that's significant in, you know,
3 dispelling that belief, you know. People, I think
4 the ones here, may go back and look at some of
5 their -- their -- their own policies for their own
6 insurance, but a significant factor for me is that
7 the importance of this bridge policy and that only
8 one of the three submitted a quote.
9 MR. DEORIO: And that's a great point. And
10 we did not ask for it in the quote. And the reason
11 that I didn't is that I didn't feel that it was up to
12 the city to determine what the best course of action
13 forward. We would evaluate what was being presented
14 but leave it to the experts in the field to come up
15 with a solution on how this could be resolved, and
16 one, in fact, has done that very thing.
17 MR. FOX: Okay.
18 MR. DEORIO: Member Alaback.
19 MS. ALABACK: I appreciate the conversation.
20 I know we have been talking about this since January
21 when I arrived. And I do remember and recall the
22 budget adjustment that was made for the bridge
23 insurance policy and understand that this is a good
24 time, not having any known claims, to make this
25 change to go back to an occurrence-based policy and I

1 agree that the five-year would be the best choice,
2 especially now knowing that that takes us back to our
3 last occurrence-based policy that covers anything
4 that would maybe come up in between. So if you need
5 a motion, I'm willing to make that motion to move
6 forward with your recommendation.
7 MR. DEORIO: There's a motion. Is there a
8 second?
9 MS. ALABACK: Okay. I'll second that then.
10 MR. DEORIO: All right. Before we vote, I'll
11 make one last ask. Member Wilder.
12 MAYOR WILDER: I just want to echo again what
13 Jina just spoke of. And again, I appreciate your
14 research on this and you have the funding that you've
15 researched for this. But most of all, I think it's a
16 new look at our risk management for our city for
17 property, liability, and automobile. And I would
18 concur with going forward, and if you need a second
19 to that motion, I would second that motion to go
20 with -- is it Assured Partners?
21 MR. DEORIO: Yes. With the insurance package
22 presented by Assured Partners.
23 MAYOR WILDER: By Assured Partners.
24 MR. DEORIO: So for the Record, it was moved
25 by Member Alaback, we'll say seconded by Member

Wilder, and we'll do a roll call vote. And we'll start with Member Wilder.

MAYOR WILDER: Yes, I approve.

MR. DEORIO: Member Fox?

MR. FOX: Yes.

MR. DEORIO: Member Alaback?

MS. ALABACK: Yes.

MR. DEORIO: Member DeOrio votes yes.

Thank you all. There being nothing else on the agenda for this meeting, I would entertain a motion to adjourn.

MR. FOX: Motion.

MS. ALABACK: Seconded.

MR. DEORIO: Moved and seconded. All those in favor, signify by saying "aye."

("Aye" in unison.)

MR. DEORIO: Opposed? We are adjourned.

- - - - - - -

(Meeting adjourned at 2:02 p.m.)

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5.1.2020

1 C E R T I F I C A T E

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STATE OF OHIO)
4)SS
STARK COUNTY)

5

6 I, Laurie Maryl Jonas, a Registered Merit Reporter and Notary Public in and for the State of Ohio, duly
7 commissioned and qualified, do hereby certify that this meeting was by me reduced to Stenotype and afterwards
8 prepared and produced by means of Computer-Aided Transcription, and that the foregoing is a true and
9 correct transcription.

10 I further certify that this meeting taken at the time and place in the foregoing caption specified.

11

I further certify that I am not a relative,
12 employee of or attorney for any party or counsel, or otherwise financially interested in the event of this
13 action.

14 I do further certify that I am not, nor is the court reporting firm with which I am affiliated, under a
15 contract as defined in Civil Rule 28(D).

16 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at Canton, Ohio, on this
17 14th day of April, 2020.

18

19 Laurie Maryl Jonas
Laurie Maryl Jonas, RMR & Notary Public.
20 My commission expires January 6, 2022.

21

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MAYOR WILDER: [34] 3/8 4/4 7/4 7/9 8/25 13/1 13/5 17/10 17/14 17/17 17/21 18/6 18/22 19/2 19/5 19/11 19/14 19/20 19/23 20/9 20/14 20/21 21/2 21/7 21/10 26/20 27/4 27/10 27/13 30/1 31/16 34/12 34/23 35/3
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