

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11430-2024

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
RETAINING AND EMPLOYING THE
ALEX N. SILL COMPANY, LLC LOSS CONSULTANTS AND APPRAISERS,
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park had a tornado rip through the City, causing a great deal of damage, especially to the Recreation Center and City Parks; and

WHEREAS, the City has specialized issues, requiring specialized, technical and loss consultants for the damages to be properly assessed and appraised so that the full compensation can be recovered of behalf of the City; and

WHEREAS, the results of these matters will have a very significant fiscal and operational impact on the City; and

WHEREAS, the City has determined that certain technical, professional and loss and appraisal assistance will enable it to participate more effectively in these matters.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: That Alex N. Sill Company, LLC, is hereby retained to represent the City in all matters concerning claim for damages arising from the damages sustained in the tornado of August 6, 2024, as further described in the contract attached as Exhibit "A".

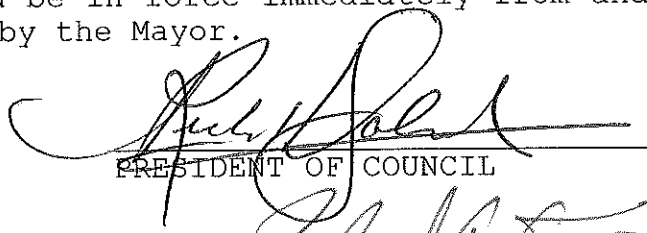
SECTION 2: The money needed for the aforesaid transaction shall be paid from the General Fund, No. 100; theretofore, appropriated for said purposes.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.



SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason hire Alex N. Sill Company, LLC; therefore this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: September 17, 2024


 PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak
 Asst. Clerk of Council

APPROVED: E. D. Smith
 MAYOR

9-18-2024
 DATE

CERTIFICATE

Assistant Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 11430-2024 passed on the 17 day of September 2024 by said council.
Michelle Blazak

I, Assistant Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at five of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.
 commencing September 19, 2024

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McCorkle	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dufour	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS.
Mich. Park
 Asst. DIRECTOR OF LAW



- ___ Building
- ___ Contents
- ___ Business Interruption & Extra Expense
- ___ Rents
- ___ Homeowners



**ALEX N. SILL COMPANY, LLC
Loss Consultants and Appraisers
AGREEMENT**

To Insurance Companies and Whom It May Concern:

The undersigned, _____ on behalf of _____, a Corporation, ("Insured") agree(s) to employ Alex N. Sill Company, LLC to assist in the preparation of claim(s) for loss caused by _____, occurring on or about _____, located at _____ ("Claim").

The Insured agrees to pay for such services and hereby assigns and conveys _____% of the total proceeds relating to the Claim, including salvage and advances, however recovered, and whenever paid by the Insurance Company(ies), or as otherwise recovered.

ACCEPTED BY /
ALEX N. SILL COMPANY, LLC

ACCEPTED BY/
INSURED

By

Title

Date

By

Title

Date

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS.


DIRECTOR OF LAW



PROPOSAL

PRESENTED BY

ALEX N. SILL COMPANY

We are pleased to have this opportunity to present our proposal and qualifications for your consideration. Our current and prior experience makes the Sill Company uniquely qualified to serve you.

We have established a formidable track record with our clients and have gained the professional respect of the insurance companies and their adjusters.

In business since 1928, and the nation's leading firm of public adjusters, the Sill Company's "in-house" professional staff includes personnel qualified in building construction, contents and equipment appraisal, accounting, and adjusting.

The Sill Company's services include the following:

BUILDING CLAIM

Alex N. Sill Company will utilize its in-house building reconstruction estimators to prepare all supporting data needed to properly substantiate all insured loss and damage to the structure.

This will include the following:

- A detailed appraisal with proper support to substantiate the scope of loss and damage to the structure based on replacement of like kind and quality at today's labor and material costs. This appraisal will include all related and insurable soft costs including architect's fees.
- A description of and the additional insured costs associated with compliance to current federal, state or local building codes.
- An analysis of the applicable depreciation to the building components. Consideration will be given to age, condition, utility and maintenance history.

CONTENTS AND EQUIPMENT

Alex N. Sill Company will utilize its in-house contents and equipment appraisers to prepare all supporting data needed to properly substantiate the Insured's loss to all contents items.

This will include the following:

- A complete physical inventory of all damaged property insured under the policy.
- The inventory will include all supplies, furniture and fixtures, equipment, books and other damaged contents insured under the policy. The Sill Company staff will assume the responsibility of determining the following values applicable to each item:
 - Replacement cost value of like kind and quality at today's costs.
 - Applicable depreciation
 - Actual cash value
 - Amount of loss or damage
 - Actual cash value of loss

EXTRA EXPENSE

Alex N. Sill Company will prepare all necessary documentation to support any insured extra expenses with proper supporting documentation.

FEE STRUCTURE

We have structured our fee to allow for a reduction in our fee percentage as the amount of claim recovery escalates, while at all times assuring that we maintain an increased financial interest in the final amount recovered. This fee arrangement provides a strong incentive to the Sill Company to maximize the Insured's recovery while providing the Insured with the benefit of a customized fee schedule which is appropriate when applied to the final settlement amount. The fee is paid as proceeds are collected from the Insurance Company(ies), including salvage and advances, however recovered and whenever paid, or as otherwise recovered. The complete fee schedule and agreement follows this proposal.

SUMMARY

When the above information is submitted to the insurance company, the Sill Company will meet with the insurance company and their representatives as often as necessary to finalize the settlement of all claims. All settlement amounts will be subject to your final approval. At all times the Insured reserves the exclusive right to control the negotiation process and settlement amount. The Sill Company guarantees to perform all of its duties in a professional and competent manner. Our approach in dealing with the insurance company representatives is conducted at all times in an atmosphere conducive to maintaining good relations with all concerned, while assuring an expeditious and beneficial settlement.

The Sill Company's services give you the benefit of having all claim preparation and adjustment activities performed by one firm with a proven and successful track record. Our staff has the advantage of having worked together as a professional team on hundreds of previous claims. This minimizes the involvement of you and your staff while providing you with a faster and larger settlement. Most important, our fees are usually more than absorbed as a result of the many benefits our services provide.

FEE SCHEDULE

<u>TOTAL RECOVERY</u>	<u>FEE %</u>
\$550,000 Or Less	10.00%
\$675,000	9.43%
\$800,000	9.04%
\$925,000	8.76%
\$1,050,000	8.54%
\$1,175,000	8.37%
\$1,300,000	8.23%
\$1,425,000	8.12%
\$1,550,000	8.03%
\$1,675,000	7.94%
\$1,800,000	7.87%
\$1,925,000	7.81%
\$2,050,000	7.76%
\$2,175,000	7.71%
\$2,300,000	7.67%
\$2,425,000	7.63%
\$2,550,000	7.60%
\$2,675,000	7.57%
\$2,800,000	7.54%
\$2,925,000	7.51%
\$3,000,000 Or More	7.50%

The total fee due the Sill Company will be the amount arrived at by multiplying the total recovery of all claims by the percentage closest to that amount in the scale above. Proceeds recovered before the approximate total recovery is known will be invoiced at 8.75%.

The Insured hereby agrees that this fee schedule is for the Insured's sole use and agrees not to copy or distribute it to anyone other than its financial advisor or legal counsel.

Accepted by Alex N. Sill Company, LLC

Accepted by Insured

Date

Date