City of Alvin, Texas

Gabe Adame, Mayor

Chris Vaughn, Mayor Pro-tem, District B
Keko Moore, At Large Pos. 1
Joel Castro, At Large Pos. 2
Martin Vela, District A

Richard Garivey, District C
Glenn Starkey, District D
Meagan DeKeyzer, District E

Alvin City Council Agenda

Thursday, September 21, 2023

7:00 PM

(Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on Thursday **SEPTEMBER 21, 2023,** at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **PRESENTATION**
   A. Proclamation - declaring Thursday, October 5, 2023 as World Teacher's Day.
   B. Proclamation - declaring Friday, September 22, 2023 as Cooper Williams Day.
4. **PUBLIC COMMENT**
5. **CONSENT AGENDA**
   A. Consider approval of the September 7, 2023, City Council meeting minutes.
   B. Consider Ordinance 23-Y, repealing the Code of Ordinances of the City of Alvin, Texas, Chapter 15 – Offenses and Miscellaneous Provisions, Article IV. – Curfew Hours for Juveniles, Sections 15-61 through 15-65; repealing Ordinance Numbers 94-BBB, 98-XX, 01-LL, 07-P, 10-C, 16-I, and 19-N, in response to House Bill 1819, effective September 1, 2023; providing for severability; and providing for other matters related thereto.
   C. Consider authorizing the expenditure of American Rescue Plan Act (ARPA) funds for the purchase of three (3) LifePak 15 Monitors/Defibrillators from Stryker Medical through the sole source procurement method, in an amount not to exceed $120,687.44.
   D. Consider authorizing the expenditure of American Rescue Plan Act (ARPA) funds for the purchase of one (1) new ambulance module from Frazer, Ltd. through the Houston-Galveston Area Council Cooperative Purchasing Program, in amount not to exceed $204,300.00.

E. Consider the purchase of one new ambulance module, replacing Unit #845, out of the City's Vehicle Replacement Program, from Frazer, Ltd. through the Houston-Galveston Area Council Cooperative Purchasing Program, in a total amount not to exceed $204,300.00.

F. Consider Resolution 23-R-31, nominating a candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District.

G. Consider accepting the resignation of Keith Thompson from the Alvin Senior Citizen Board.

H. Consider Resolution 23-R-32, establishing a Board and Commission Handbook, and providing for other related matters thereto.

I. Consider Ordinance 23-AA, amending Chapter 2, Administration, Article I - In General, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the appointments and introducing term limits on the Alvin Senior Citizens Board; providing for severability; and setting forth other provisions related thereto.

J. Consider the cancellation of the October 5, 2023, City Council meeting.

6. OTHER BUSINESS

A. Consider the approval of the annual windstorm and hail coverage renewal for Fiscal Year 2024; and authorize the City Manager to sign the Proposal Acceptance Form and the Windstorm Quote.

B. Consider Resolution 23-R-30, revising the Athletic Facilities Policy for the use of parks and recreational facilities; establishing an effective date; and setting forth other matters related thereto.

C. Consider Ordinance 23-Z, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending Athletic Facilities fees; providing for an effective date; and setting forth other provisions related thereto.

D. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

7. REPORTS FROM THE CITY MANAGER

A. Items of Community Interest and review preliminary list of items for next Council meeting.

8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

9. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY September 18, 2023 at 5:45 p.m..**

__/s/ Dixie Roberts___________
Dixie Roberts, City Secretary

Removal Date: ______________

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**

Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, The City of Alvin's future strength depends on providing a high-quality education to all students; and

WHEREAS, Teachers make tremendous personal sacrifices and spend countless hours preparing lesson plans and supporting students; and

WHEREAS, Alvin Independent School District teachers have demonstrated great resilience, adaptability, and creativity during the COVID-19 crisis; and

WHEREAS, The City of Alvin recognizes and supports its teachers, and their sacred calling to educate the youth of our community; and

NOW, THEREFORE, I, Mayor Gabe Adame, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby proclaim October 5, 2023, as

World Teacher's Day

in the City of Alvin and encourage members of our community to personally express appreciation to our teachers by displaying a light blue ribbon outside your homes or businesses the week of October 5th as a symbol of support for our educators.

WITNESS my hand and seal this 21st day of September 2023.

____
Gabe Adame, Mayor

Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, Cooper Williams, a senior at Alvin High School, was selected as one the top 20 baseball players in the entire country to compete at the 2023 World Baseball Confederation's 18U World Cup, where he started on the mound in two games against Japan and Korea; and

WHEREAS, Cooper was also selected as an All American by Baseball Factory and competed in their televised All-American Game at Globe Life Field in Arlington, home of The Texas Rangers; and

WHEREAS, The Texas Region MLB Scouts selected Cooper to play in the Texas Scout Association 2023 All Star game at Minute Maid Park in Houston Texas and in the 2023 Area Code All-Tournament Team in San Diego, CA, hosted by Major League Baseball; and

WHEREAS, Cooper was honored by local Fox 26 News as a student "Making the Grade"; and

WHEREAS, Cooper Williams was selected as the 23-6A District Co-MVP, and First Team All-District Pitcher. Cooper delivered an exceptional performance in a game against Dawson High School, pitching a total of 16 Strikeouts, with an astonishing streak of 11 consecutive strikeouts; and

WHEREAS, Cooper is ranked 9 out of 680 students in his graduating class with a 6.69 GPA, a member of the National Honor Society and has verbally committed to Texas A&M to play baseball upon graduation from Alvin High School.

NOW, THEREFORE, I, Mayor Gabe Adame, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby proclaim September 22nd, 2023, as

Cooper Williams Day

in the City of Alvin and encourage all citizens of Alvin to congratulate him on all of his outstanding achievements.

WITNESS my hand and seal this 21st day of September 2023.

Gabe Adame, Mayor

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, SEPTEMBER 7, 2023
7:00 PM

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Chris Vaughn; Councilmembers: Martin Vela, Keko Moore, Joel Castro, Glenn Starkey, Richard Garivey and Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Michael Higgins, Director of Administrative Services; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Marshall Pryor with Greater New Hope gave the invocation. Council member Moore led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATION

Hispanic Heritage Month Proclamation.

Mayor Adame proclaimed September 15th through October 15th, 2023, as Hispanic Heritage Month and formally issued the proclamation to recipients in attendance.

PUBLIC HEARING

Public hearing to receive comment on the proposed tax rate of $0.6850 per $100 of valuation for the Fiscal Year 2023-2024 (2023 tax year), which is a tax increase of 26.47% above the No New Revenue Rate for the City of Alvin Fiscal Year 2023-2024.

Mayor Adame opened the public hearing at 7:07 p.m. Ms. There were no comments made. Mayor Adame closed the public hearing at 7:09 p.m.

Public Hearing related to amending the City of Alvin Property Assessed Clean Energy ("PACE") Program to reference Brazoria County, in accordance with the requirements of the Property Assessed Clean Energy Act (The "PACE Act"), as set forth in the Texas Local Government Code Chapter 399.

Mayor Adame opened the public hearing at 7:09 p.m. There were no comments made. Mayor Adame closed the public hearing at 7:10 p.m.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider approval of the August 17, 2023, City Council Workshop meeting minutes.

Consider approval of the August 17, 2023, City Council meeting minutes.

Consider Resolution 23-R-25, adopting Financial Policies and Procedures for Federal Grants as required for various grant funding opportunities; providing for Open Meetings; and providing for other related matters thereto.

Through a recent review of a current grant received through the General Land Office (GLO) (CDBG-DR 20-065-060-C-175), it was requested that the City update its Financial Policies and Procedures pertaining to federal grants. The policies and procedures outlined in Resolution 23-R-25 are essential for ensuring the City's compliance with Federal Grant Guidelines and enhancing our ability to secure and manage grant funding opportunities effectively.

These policies and procedures have been reviewed and vetted by Grant Works, who serves as the City's grant manager for this project. Included in the packet is the Grant Review Information and Response sent to their findings. These documents are related to items 6C and 6D. Staff recommends approval of Resolution 23-R-25.

Consider Resolution 23-R-26, adopting Procurement Policies and Procedures for Federal Grants as required for various grant funding opportunities; providing for Open Meetings; and providing for other related matters thereto.

Through a recent review of a current grant received through the General Land Office (GLO) (CDBG-DR 20-065-060-C-175), it was requested that the City update its Procurement Policies and Procedures pertaining to federal grants. The policies and procedures outlined in Resolution 23-R-26 are essential for ensuring the City's compliance with Federal Grant Guidelines and enhancing our ability to secure and manage grant funding opportunities effectively.

These policies and procedures have been reviewed and vetted by Grant Works, who serves as the City's grant manager for this project. Staff recommends approval of Resolution 23-R-26.

Consider an Interlocal Agreement with Brazoria County for the Fiscal Year 2023-24 Asphalt Improvement Project; and authorize the Mayor to sign upon legal review.

The proposed Interlocal Agreement between the City and the County provides the mechanisms for the County to provide the City of Alvin with equipment and personnel to assist in the construction, improvement, maintenance, and/or repair of up to two (2) miles of asphalt streets in various locations within the city limits of Alvin. The City of Alvin entered this partnership with Brazoria County in 1991 and has continued to use the program since that time. This program provides for low-cost paving and rehabilitation of asphalt streets and has improved over 34 miles of asphalt streets since the start in 1991.

Should City Council authorize this agreement, staff will make recommendations of streets to be serviced using the Asphalt Street Assessment.

This agreement has already been approved and signed by the Brazoria County Judge, L.M. "Matt" Sebesta.

Consider Resolution 23-R-27, amending the City of Alvin Property Assessed Clean Energy Act Program to accurately reflect Brazoria County, in accordance with the requirements of the Property Assessed Clean Energy Act (The "PACE Act"), as set forth in the Texas Local Government Code Chapter 399; and providing for other related matters thereto.

The City of Alvin implemented a PACE program on June 1, 2023 through the adoption of Resolution 23-R-11. The amended Program Report and exhibits correct a minor administrative error found within the documents where "Wise" County was incorrectly referenced in multiple instances instead of "Brazoria" County. Because of said error, an additional public hearing is required to amend the documents relating to the Pace Program within the City. All other sections of this Program remain unchanged.

PACE PROGRAM INFORMATION

PACE is an innovative way to finance energy efficiency, water efficiency, and renewable energy upgrades for commercial, industrial, and large multifamily (five or more units) real property. Property owners who participate in the program repay the financing through a voluntary contractual assessment placed on their property. One of the most notable characteristics of PACE programs is that the financing is attached to the property rather than belonging to an individual. Therefore, when the owner sells the property, the financing may be paid off during the sale, or stay with the property and be transferred to the new owner, who also benefits from the upgrades that were completed.

PACE financing enables businesses to avoid the upfront costs of energy and water efficiency improvements. PACE financing can be paid over a long period of time while energy costs are simultaneously lower, which typically provides the property owner with immediate net savings. PACE overcomes challenges that have hindered adoption of energy and water efficiency for many property owners. The debts, liabilities and obligations incurred as part of the PACE Program do not constitute debts, liabilities or obligations of City of Alvin.

ANALYSIS OF THE PACE PROGRAM:

Participation in this program is voluntary and offers property owners a cost-effective means of making energy and water efficiency improvements to their property. Property owners repay the financing over a period of years, reflecting the useful life of the improvements.

The benefits to the property owner include:

Helps Lower Electric, Gas and Water Utility Bills100% Financing on Hard and Soft CostsTypically, Results in Savings from Day OneIncreases Property ValueResults in More Comfortable Buildings and Improved Indoor Air QualityLowers Carbon Footprint and Improves the EnvironmentProvides Long-Term Funding and Results in Immediate Benefit to Cash FlowOffers a Range of Accounting Treatments The benefits to the City include:

Supports Commercial Businesses with No Cost, Liability, or Administration to the CityUpgrades the Efficiency and Competitiveness of Existing Building StockHelps Attain Energy and Water Efficiency GoalsIncreases Commercial Property Values and Improves Tax BaseCreates Jobs for Local Contractors, Manufacturers and Engineering FirmsANALYSIS OF THE PROFESSIONAL SERVICES AGREEMENT AND REPORT:

In order for Lone Star PACE to have the authority to provide PACE financing in the City, it is necessary for the City to execute the Professional Services Agreement. The Professional Services Agreement provides that Lone Star PACE is an authorized representative and program administrator, separate and apart from the City executing such agreement. There are no costs to the City associated with the City of Alvin PACE Program.

Texas Local Government Code Section 399.009 requires a report to be prepared detailing the requirements for every PACE program established. The attached Program Report provides the required information to establish a PACE program within the City. This report will be published on the City website and made available at the City office for inspection by the public.

FISCAL IMPACT:
There is no negative fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits in the PACE Program.

Consider Resolution 23-R-29, to approve a contingency fee contract with Perdue, Brandon, Fielder, Collins & Mott LLP, for the collection of delinquent Property Assessed Clean Energy (PACE) assessments pursuant to the Texas Local Government Code and the Texas Property Tax Code; and authorize the Mayor to sign the contract upon legal review.

Pursuant to the Property Assessed Clean Energy (PACE) program, approved by City Council on June 1,2023, the City agreed to impose contractual assessments on qualified projects administered by Texas PACE. Perdue, Brandon, Fielder, Collins & Mott, L.L.P is currently contracted with the city to collect delinquent property taxes and delinquent municipal court fines. Staff therefore recommends approval of Resolution 23-R-29 and the contract by and between the City of Alvin and Perdue, Brandon, Fielder, Collins & Mott, LLP, for professional legal services regarding the collection of delinquent PACE assessments with services to be paid in accordance with the Local Government Code and the Texas Property Tax Code.

Consider Resolution 23-R-28, accepting a $15,000.00 donation from the Southeast Texas Housing Finance Corporation (SETH) to the City of Alvin Police, Fire, and EMS Departments.

The Southeast Texas Housing Finance Corporation (SETH) is the owner of Stonegate Apartments, and is actively involved in helping the Alvin community. Stonegate is an apartment community located at 1277 Dickison Road featuring a 160-unit affordable housing development that leases 75% of the units to families whose incomes are below 60% of the Area Mean Income (AMI) and 25% of the units are leased to market renters. Stonegate just recently sold an easement to the City for water and sewer lines and granted a temporary construction easement for $10. Also, SETH recently provided Brazoria County $50,000 to provide rent and utility payments for eligible low income residents. In addition to this funding, SETH is donating $5,000 each to the Alvin Police, Fire, and EMS Departments for a total donation to the City of $15,000. This donation will be used for community outreach, recruiting, and purchase of equipment.

The City's donation policy requires donations to the City, valued at a sum of $5,000 or greater, be accepted by Resolution of the City Council.

Resolution 23-R-28 is the formal acceptance of this donation. Staff recommends approval of Resolution 23-R-28.

Consider an expenditure in an amount not to exceed $78,440.00 for the purchase of hot mix asphaltic concrete from American Materials, Inc., utilizing the FY 2022-23 Interlocal Cooperative Purchasing Agreement with Brazoria County for the Wastewater Treatment Plant Asphalt Road Project.

City Council approved the FY23 Interlocal Agreement with Brazoria County at the regular council meeting on September 1, 2022. The purpose of the Interlocal Agreement between the City and the County provides the mechanisms for the County to provide the City of Alvin with equipment and personnel to assist in the construction, improvement, maintenance, and/or repair of up to two (2) miles of asphalt streets in various locations within the city limits of Alvin. The City of Alvin entered this partnership with Brazoria County in 1991 and has continued to use the program since that time. This program provides for low-cost paving and rehabilitation of asphalt streets and has improved over 34 miles of asphalt streets since the start in 1991.

At the January 5, 2023, Council Meeting, staff proposed the City of Alvin Wastewater Treatment Plant (WWTP) road as an asphalt project to be completed with this interlocal, as the County only performs driving surface asphalt overlays. This roadway isn't considered a residential roadway, but is city property, as it provides ingress and egress into the WWTP. Council approved the recommended proposed WWTP roadway project.

This expenditure will allow the City of Alvin staff to use and participate in the Brazoria County Contract #21-32 Road Materials - Surface Course Contract for Hot Mix Asphaltic Concrete (HMAC) from American Materials, Inc. utilizing the Interlocal Cooperative Purchasing Agreement with Brazoria County to complete the WWTP Road Project that was previously approved by City Council and the Brazoria County Judge.

Item Description	*Qty*	*Unit*	*Price*	*Item Cost*
Asphalt - HMAC	*1,060*	*Ton*	*$74.00*	*$78,440*

Consider an expenditure in an amount not to exceed $51,304.00 for the purchase of road stabilizing materials (cement sand) from Cherry Crushed Concrete utilizing the FY 2022-23 Interlocal Cooperative Purchasing Agreement with Brazoria County for the Wastewater Treatment Plant Asphalt Road Project.

City Council approved the FY23 Interlocal Agreement with Brazoria County at the regular council meeting on September 1, 2022. The purpose of the Interlocal Agreement between the City and the County provides the mechanisms for the County to provide the City of Alvin with equipment and personnel to assist in the construction, improvement, maintenance, and/or repair of up to two (2) miles of asphalt streets in various locations within the city limits of Alvin. The City of Alvin entered this partnership with Brazoria County in 1991 and has continued to use the program since that time. This program provides for low-cost paving and rehabilitation of asphalt streets and has improved over 34 miles of asphalt streets since the start in 1991.

At the January 5, 2023, Council Meeting, staff proposed the City of Alvin Wastewater Treatment Plant (WWTP) road as an asphalt project to be completed with this interlocal, as the County only performs driving surface asphalt overlays. This roadway isn't considered a residential roadway, but is city property, as it provides ingress and egress into the WWTP. Council approved the recommended proposed WWTP roadway project.

This expenditure will allow the City of Alvin staff to use and participate in the Brazoria County Contract #21-33 Road Materials - Stabilizing Materials (cement sand) from Cherry Crushed Concrete utilizing the Interlocal Cooperative Purchasing Agreement with Brazoria County to complete the WWTP Road Project that was approved by City Council and the Brazoria County Judge.

Item Description	*Qty*	*Unit*	*Price*	*Item Cost*
Base - Crushed Concrete	*2,332*	*Ton*	*$22.00*	*$51,304*

<u>Consider an emergency expenditure for the replacement of the water well #6 pump and motor by Alsay Incorporated for an amount not to exceed $119,135.00; and authorize the City Manager to sign related documents.</u>

The City of Alvin sources groundwater from an aquifer to provide 100% of the community's drinking water, utilizing 5 water wells to fill water storage tanks. Maintaining the wells in operable condition is essential and vital to providing reliable water service. Recently, staff was informed of a potential problem with the water well pump at Water Well #6. A performance test was completed that resulted with indications that the well was not performing optimally and repairs would be needed. The results indicated that the gallons per minute (gpm) decreased more than 20% and a vibration on the pump line shaft from possible bowl / impeller damage. This specific water well is around 700' deep with bowls / impellers sitting around 350' deep.

The well motor, pump, and line shaft assembly was pulled, disassembled, and inspected. Due to the age and inability to obtain parts, the existing pump is not repairable. The recommendation is to replace the pump with a new unit. Various other items such as bearings, impellers, wear rings, etc. (report attached) show signs of failure and need to be replaced as well.

Alsay's Buy Board total replacement cost is $119,135.00 with an estimated completion time of 4 to 6 weeks (quote attached). Alsay is a reputable public water well drilling, repair, replacement, and installation company that has performed water well work for Alvin in the past.

Staff recommends approving the emergency expenditure for the replacement of the water well #6 pump and motor.

Council member Starkey moved to approve the consent agenda as presented. Seconded by Council member Garivey; motion to approve carried with all members present voting Aye.

OTHER BUSINESS

<u>Consider Ordinance 23-V, adopting the annual budget for the City of Alvin, Texas, for Fiscal Year 2023-24; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.</u>

On July 6, 2023, the City Manager presented the FY 2023-24 proposed budget to City Council. Subsequently, three (3) budget workshops were held on August 3, 2023, August 8, 2023, and August 17, 2023, whereby City Council and staff reviewed the proposed budget.

State law and the City's Charter require that the City enact an annual budget. The City Charter requires that an ordinance to establish appropriation must be approved by a favorable vote of a majority of the members of the City Council.

Click here to view the FY24 Proposed Budget.

Junru Roland, City Manager, presented this item before City Council with explanation.

Council member Starkey moved to approve Ordinance 23-V, adopting the budget for the City of Alvin, Texas, for Fiscal Year 2023-24; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye and Council member Castro voting No.

<u>Consider Ordinance 23-W, levying a property tax rate for the Tax Year 2023; directing the Tax Assessor-Collector to assess, account for, and distribute the property taxes as herein levied.</u>

A taxing unit may not impose property taxes on any year until the governing body has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution or order, depending on the method prescribed by law for adoption of a law by the governing body. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget.

For a taxing unit, other than a school district, the vote on the ordinance, resolution, or order setting a tax rate that exceeds the effective tax rate must be a record vote, and at least 60 percent of the members of the governing body must vote in favor of the ordinance, resolution, or order.

According to the Texas Tax Code 26.05(b), a motion to adopt an ordinance, resolution, or order setting a tax rate that exceeds the no new revenue tax rate must be made in the following form: "I move that the property tax rate be increased by the adoption of a tax rate of (specify tax rate), which is effectively a (insert percentage by which the proposed tax rate exceeds the no-new-revenue tax rate) percent increase in the tax rate."

For Tax Year 2023, staff is proposing that City Council adopt a tax rate of $0.6850 per $100 of taxable assessed value, which is 26.47% above the 2023 No New Revenue tax rate of $.541635.

Tax Year	*2015*	*2016*	*2017*	*2018*	*2019*	*2020*	*2021*	*2022*	***2023***
Tax Rate	*$0.8386*	*$0.7980*	*$0.7880*	*$0.7880*	*$0.7780*	*$0.7680*	*$0.7680*	*$0.7100*	***$0.6850***

Junru Roland, City Manager, presented this item before City Council with explanation.

Council member Garivey moved that the property tax rate be increased by the adoption of a tax rate of $0.6850, which is effectively a 26.47% increase in the tax rate. Seconded by Council member Starkey; motion carried with all members present voting Aye and Council member Castro voting No.

Consider Ordinance 23-X, authorizing the conveyance of a portion of an abandoned alley located in Block 14 of Graham's Addition between Johnson and Jackson Streets in the City of Alvin, Texas, by Special Warranty Deed to Maryln A. Ferranti; authorizing the Mayor to sign related documents; and providing for other matters related thereto.

In 2001, the City vacated, relinquished and abandoned a certain alley located in Block 14 of Graham's Addition between Johnson and Jackson Streets, in Ordinance 01-HH. Maryln A. Ferranti owns a tract of land containing Lots 6A and 6B out of Block 14, Graham's Addition to the City of Alvin, which abuts the 334 foot long and 20-foot-wide alley that was vacated, relinquished, and abandoned in 2001. The portion of the alley abandoned in 2001 is unimproved and not necessary for public use or travel.

Staff recommends approval of Ordinance 23-X.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation.

Council member Castro moved to approve Ordinance 23-X, authorizing the conveyance of a portion of an abandoned alley located in Block 14 of Graham's Addition between Johnson and Jackson Streets in the City of Alvin, Texas, by Special Warranty Deed to Maryln A. Ferranti; authorizing the Mayor to sign related documents; and providing for other matters related thereto. Seconded by Council member Vela; motion carried with all members present voting Aye.

Discuss and give staff direction regarding the appointment process for Boards and Commissions.

This is a discussion on the board and commission appointment process.

A DRAFT Board and Commission handbook, along with updated Applications to Serve on a Board or Commission have been created and included in the packet for your review. Any official changes or amendments needed to various ordinances/resolutions stemming from this conversation will be brought back before City Council for formal consideration and adoption at the meeting scheduled for September 21st. Staff would like to have changes made by the September 21st meeting so that board and commission members can be notified in advance of any changes before the December board and commission appointments are made.

Dixie Roberts, Assistant City Manager/City Secretary, presented this item before City Council with explanation.

There was a consensus among Council to move forward with having a workshop to review and interview applicants. Council would also prefer the applicants attend the first Council meeting in December when the appointments are made. Discussion was had on restricting volunteers to serve on only one board at a time and implementing term limits. It was also noted that some of these changes will have to be forwarded to the Charter Review Commission because several Boards and Commissions were created and are dictated by the City Charter.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

No items were requested by any Council members to be placed on the upcoming agenda.

REPORTS FROM THE CITY MANAGER

Items of Community Interest and review preliminary list of items for next Council meeting.

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the September 21, 2023, City Council Meeting.

ITEMS OF COMMUNITY INTEREST

Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

Mayor Adame mentioned the Alvin Lureran Church is having Octoberfest and they need volunteers for their Dunking Booth.

ADJOURNMENT

Mayor Adame adjourned the meeting at 8:04 p.m.

PASSED and APPROVED the 21st of September, 2023.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

AGENDA COMMENTARY

Meeting Date: 9/21/2023

Department: Police Department **Contact:** Robert Lee, Police Chief

Agenda Item: Consider Ordinance 23-Y, repealing the Code of Ordinances of the City of Alvin, Texas, Chapter 15 – Offenses and Miscellaneous Provisions, Article IV. – Curfew Hours for Juveniles, Sections 15-61 through 15-65; repealing Ordinance Numbers 94-BBB, 98-XX, 01-LL, 07-P, 10-C, 16-I, and 19-N, in response to House Bill 1819, effective September 1, 2023; providing for severability; and providing for other matters related thereto.

Type of Item: Action Item

Summary: During the last legislative session, the State of Texas passed HB 1819 which amends Chapter 370 of the Local Government Code by adding Section 370.007 - Juvenile Curfews Prohibited. Section 370.007 reads:

Sec. 370.007. JUVENILE CURFEWS PROHIBITED.

(a) Notwithstanding any other law, a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age.

(b) This section does not apply to a curfew implemented under Chapter 418, Government Code, for purposes of emergency management.

Therefore, it is recommended the juvenile curfew found in the Alvin Code of Ordinances, Article IV. Curfew Hours for Juveniles, Sections 15-61 through 15-65, be repealed from the Code of Ordinances, and that Ordinance Numbers 94-BBB, 98-XX, 01-LL, 07-P, 10-C, 16-I, and 19-N, setting the juvenile curfews, likewise be repealed.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required __ **Date Completed:** 9/12/2023 SLH

Finance Review Required: N/A X Required __ **Date Completed:** _________

Supporting documents attached:

1. Ord. 23-Y; Repealing Juvenile Curfew
2. HB 1819

Recommendation: Move to approve Ordinance 23-Y, repealing repealing the Code of Ordinances of the City of Alvin, Texas, Chapter 15 – Offenses and Miscellaneous Provisions, Article IV. – Curfew Hours for Juveniles, Sections 15-61 through 15-65; repealing Ordinance Numbers 94-BBB, 98-XX, 01-LL, 07-P, 10-C, 16-I, and

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19-N, in response to House Bill 1819, effective September 1, 2023; providing for severability; and providing for other matters related thereto.

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X
Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Manager, if applicable: X

ORDINANCE NO. 23-Y

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, REPEALING THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, CHAPTER 15 – OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE IV. – CURFEW HOURS FOR JUVENILES, SECTIONS 15-61 THROUGH 15-65; REPEALING ORDINANCE NUMBERS 94-BBB, 98-XX, 01-LL, 07-P, 10-C, 16-I, AND 19-N, IN RESPONSE TO HOUSE BILL 1819, EFFECTIVE SEPTEMBER 1, 2023; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin, Texas, previously adopted a juvenile curfew ordinance as authorized by state law to help protect the public health, safety and welfare of City of Alvin, Texas; and

WHEREAS, during the 2023 legislative session, the Texas Legislature adopted House Bill 1819 to prohibit a political subdivision such as Alvin from adopting or enforcing an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age, except for curfews implemented under Chapter 418 of the Texas Government Code for purposes of emergency management; and

WHEREAS, House Bill 1819 became effective on September 1, 2023; and

WHEREAS, the City Council therefore finds that it is necessary to repeal Chapter 15 – Offenses and Miscellaneous Provisions, Article IV. – Curfew Hours for Juveniles, Sections 15-61 through 15-65, and to repeal Ordinance Numbers 94-BBB, 98-XX, 01-LL, 07-P, 10-C, 16-I, and 19-N, to comply with the new state law; and

WHEREAS, the City Council finds that adopting this Ordinance is in the best interest of the citizens of Alvin.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section. 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. That Chapter 15 – Offenses and Miscellaneous Provisions, Article IV. – Curfew Hours for Juveniles, Sections 15-61 through 15-65, of the Code of Ordinances of the City of Alvin, Texas, is hereby amended and repealed as follows:

“~~ARTICLE IV.~~ Reserved~~CURFEW HOURS FOR JUVENILES~~

~~Sec. 15-61. Definitions.~~

~~In this article the following definitions shall apply:~~

~~*Chief of police* means the chief of police of the city, or a designated representative.~~

~~*Curfew hours* means 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday.~~

~~*Direct route* means the shortest path of travel through a public place to reach a final destination without any detour or stop along the way.~~

~~*Emergency* means, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate medical care to prevent serious bodily injury or loss of life.~~

~~*Establishment* means any privately-owned place of business operating for a profit to which the public is invited, including but not limited to, any place of amusement or entertainment.~~

~~*Holding location* means a place designated by the chief of police, to which a juvenile taken into custody for a violation of this section will be delivered to await pick up by a parent or juvenile authorities.~~

~~*Juvenile* means any person ten (10) years of age or older and under seventeen (17) years of age at the time of the act or offense.~~

~~*Operator* means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.~~

~~*Parent* means a person who is:~~

~~(1) A natural or adoptive parent of another person;~~

~~(2) A court-appointed guardian of another person; or~~

~~(3) At least eighteen (18) years of age and authorized by a parent, court order, or court-appointed guardian to have the care and custody of another person.~~

~~*Public place* means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.~~

~~*Remain* means to linger or stay unnecessarily; or fail to leave any premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.~~

~~Sec. 15-62. Offenses.~~

~~(a) It shall be unlawful for any juvenile to purposefully remain, walk, run, stand, drive or ride about in or upon any public place in the city during curfew hours.~~

~~(b) It shall be unlawful for the parent of a juvenile to knowingly permit or allow the juvenile to remain, walk, run, stand, drive or ride about in or upon any public place in the city during curfew hours.~~

~~(c) The owner, operator, or any employee of an establishment commits an offense if such person knowingly allows a juvenile to remain upon the premises of an establishment during curfew hours.~~

~~Sec. 15-63. Defenses.~~

~~(a) It is a defense to prosecution under section 15-62 that the juvenile was:~~

~~(1) Accompanied by the juvenile's parent or guardian, or an adult authorized by the parent or guardian;~~

~~(2) On an errand at the direction of the juvenile's parent and was using a direct route, and the juvenile has in their possession a written permission paper, which contains contact information;~~

~~(3) In a motor vehicle involved in interstate travel;~~

~~(4) Engaged in a lawful employment activity, including, but not limited to, newspaper delivery, and was using a direct route;~~

~~(5) Engaged in volunteer work at a recognized charitable or civic institution or going to or from such activity by direct route;~~

~~(6) Involved in an emergency;~~

~~(7) On the sidewalk abutting the juvenile's residence or abutting the residence of the next-door neighbor if the juvenile has permission from the parent to be on the sidewalk of the next-door neighbor and the neighbor did not complain to the police officer about the juvenile's presence;~~

~~(8) Attending a school, government-sponsored or religious activity or going to or returning home by a direct route from an official school, government-sponsored or religious activity;~~

~~(9) Exercising first amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right to assembly; or~~

~~(10) Married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code.~~

~~(b) It is a defense to prosecution under section 15-62(c) that the owner, operator, or employee of an establishment promptly notified the police department that a juvenile was present on the premises of the establishment during curfew hours and refused to leave.~~

~~Sec. 15-64. Enforcement procedure.~~

~~(a) Any police officer, upon finding a juvenile in violation of section 15-62(a) of this chapter, shall determine the name and address of the juvenile, and the name and address of his or her parent(s). A warning notice shall be issued to the juvenile, who shall contact the parent or guardian, and obtain transportation home. A copy of the notice shall be forwarded to the juvenile case manager of the city police department who shall send a letter to the parent(s) of the juvenile advising the parent(s) that the juvenile was found in violation of this chapter and soliciting parental cooperation in the future.~~

~~(b) Any police officer, upon finding a juvenile in violation of section 15-62(a) who has previously been found in violation and issued a warning as provided for in subsection (a) above, shall transfer the case to proper authorities for handling under the provisions of V.T.C.A., Family Code Title 3, Juvenile Justice Code. In addition, a complaint may be filed against the parents in municipal court for violation of section 15-62(b) hereof.~~

~~Sec. 15-65. Penalties.~~

~~(a) Any juvenile violating the provisions of this chapter shall be guilty of a Class "C" misdemeanor as defined in the Texas Penal Code and shall be dealt with in accordance with the provisions of the Texas Family Code, Title 3, Juvenile Justice Code.~~

~~(b) A parent of a juvenile violating this chapter shall be guilty of a misdemeanor which shall be punishable by a fine prescribed by section 1-5 of this Code.~~

~~(c) The owner, operator or employee of an establishment who violates section 15-62(c) of this chapter shall be guilty of a misdemeanor which shall be punishable by a fine prescribed by section 1-5 of this Code.~~

Secs. 15-61~~6~~—15-69. Reserved.

***

Section 3. Repealing Ordinances. Ordinance Numbers 94-BBB, 98-XX, 01-LL, 07-P, 10-C, 16-I, and 19-N are hereby repealed in their entirety. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance, at which time Ordinance Numbers 94-BBB, 98-XX, 01-LL, 07-P, 10-C, 16-I, and 19-N shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from being commenced for any violation of Ordinance Numbers 94-BBB, 98-XX, 01-LL, 07-P, 10-C, 16-I, and 19-N occurring before the effective date of this Ordinance.

Section 4. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Repealing/Savings. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter.*

Section 7. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED and APPROVED on the 21st day of September 2023.

THE CITY OF ALVIN, TEXAS	**ATTEST**
By:______________________________	By:__________________________________
Gabe Adame, Mayor	Dixie Roberts, City Secretary

AN ACT

relating to the repeal of the authority of political subdivisions to adopt or enforce juvenile curfews.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 45.045(c), Code of Criminal Procedure, is amended to read as follows:

(c) This article does not limit the authority of a court to order a child taken into custody under Article 45.058 [~~or 45.059~~].

SECTION 2. Article 45.060(a), Code of Criminal Procedure, is amended to read as follows:

(a) Except as provided by Article [~~Articles~~] 45.058 [~~and 45.059~~], an individual may not be taken into secured custody for offenses alleged to have occurred before the individual's 17th birthday.

SECTION 3. Section 51.02(15), Family Code, is amended to read as follows:

(15) "Status offender" means a child who is accused, adjudicated, or convicted for conduct that would not, under state law, be a crime if committed by an adult, including:

(A) running away from home under Section 51.03(b)(2);

(B) a fineable only offense under Section 51.03(b)(1) transferred to the juvenile court under Section 51.08(b), but only if the conduct constituting the offense would not have been criminal if engaged in by an adult;

(C) a violation of standards of student conduct as described by Section 51.03(b)(4);

(D) [~~a violation of a juvenile curfew ordinance or order;~~

[~~(E)~~] a violation of a provision of the Alcoholic Beverage Code applicable to minors only; or

(E) [~~(F)~~] a violation of any other fineable only offense under Section 8.07(a)(4) or (5), Penal Code, but only if the conduct constituting the offense would not have been criminal if engaged in by an adult.

SECTION 4. Section 38.003(a), Government Code, is amended to read as follows:

(a) The judge of a county, justice, or municipal court, in accordance with Section 38.002, may award money from a judicial donation trust fund established under Section 38.001 to eligible children or families who appear before the court for a truancy [~~or curfew~~] violation or in another misdemeanor offense proceeding before the court.

SECTION 5. Section 71.0352, Government Code, is amended to read as follows:

Sec. 71.0352. JUVENILE DATA: JUSTICE, MUNICIPAL, AND TRUANCY COURTS. As a component of the official monthly report submitted to the Office of Court Administration of the Texas Judicial System:

(1) a justice court, municipal court, or truancy court shall report the number of cases filed for:

(A) truant conduct under Section 65.003(a), Family Code; and

(B) the offense of parent contributing to nonattendance under Section 25.093, Education Code; and

[~~(C) a violation of a local daytime curfew ordinance adopted under Section 341.905 or 351.903, Local Government Code; and~~]

(2) in cases in which a child fails to obey an order of a justice court, municipal court, or truancy court under circumstances that would constitute contempt of court, the justice court, municipal court, or truancy court shall report the number of incidents in which the child is:

(A) referred to the appropriate juvenile court for delinquent conduct as provided by Article 45.050(c)(1), Code of Criminal Procedure, or Section 65.251, Family Code; or

(B) held in contempt, fined, or denied driving privileges as provided by Article 45.050(c)(2), Code of Criminal Procedure, or Section 65.251, Family Code.

SECTION 6. Chapter 370, Local Government Code, is amended by adding Section 370.007 to read as follows:

Sec. 370.007. JUVENILE CURFEWS PROHIBITED. (a) Notwithstanding any other law, a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age.

(b) This section does not apply to a curfew implemented under Chapter 418, Government Code, for purposes of emergency management.

SECTION 7. Section 8.07(e), Penal Code, is amended to read as follows:

(e) A person who is at least 10 years of age but younger than 15 years of age is presumed incapable of committing an offense described by Subsection (a)(4) or (5)[~~, other than an offense under a juvenile curfew ordinance or order~~]. This presumption may be refuted if the prosecution proves to the court by a preponderance of the evidence that the actor had sufficient capacity to understand that the conduct engaged in was wrong at the time the conduct was engaged in. The prosecution is not required to prove that the actor at the time of engaging in the conduct knew that the act was a criminal offense or knew the legal consequences of the offense.

SECTION 8. The following provisions are repealed:

(1) Article 45.059, Code of Criminal Procedure;

(2) Section 341.905, Local Government Code;

(3) Section 351.903, Local Government Code; and

(4) Section 370.002, Local Government Code.

SECTION 9. A violation of a juvenile curfew ordinance or order may not be prosecuted or adjudicated after the effective date of this Act. If on the effective date of this Act a criminal or civil action is pending for a violation of a juvenile curfew ordinance or order, the action is dismissed on that date. However, a final conviction or adjudication for a violation of a juvenile curfew ordinance or order that exists on the effective date of this Act is unaffected by this Act.

SECTION 10. This Act takes effect September 1, 2023.

______________________________	______________________________
President of the Senate	Speaker of the House

I certify that H.B. No. 1819 was passed by the House on May 4, 2023, by the following vote: Yeas 114, Nays 28, 1 present, not voting.

____
Chief Clerk of the House

I certify that H.B. No. 1819 was passed by the Senate on May 17, 2023, by the following vote: Yeas 31, Nays 0.

____
Secretary of the Senate

APPROVED: _____________________
Date

____
Governor

AGENDA COMMENTARY

Meeting Date: 9/21/2023

Department: EMS/Emergency Management **Contact:** Ron Schmitz, EMS and Emergency Management Director

Agenda Item: Consider authorizing the expenditure of American Rescue Plan Act (ARPA) funds for the purchase of three (3) LifePak 15 Monitors/Defibrillators from Stryker Medical through the sole source procurement method, in an amount not to exceed $120,687.44.

Type of Item: Action Item

Summary: The ARPA is a $1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law on March 11, 2021. Of the $1.9 trillion, the City of Alvin was allocated approximately $6.6 million.

Several public meetings were held to discuss and consider various projects that could be funded using the funds allocated to the City of Alvin. The purchase of the Monitor/Defibrillators were identified as a viable project and funds were appropriated by City Council on March 17, 2022 (per Ordinance 22-V). Upon approval of Ordinance 22-V, staff indicated that before funds were expended, final authorization would come before City Council for approval.

The E.M.S. Department is requesting to purchase three (3) LifePak 15 Monitor/Defibrillators using American Rescue Plan Act (ARPA) funds and procure the equipment through the sole source procurement method.

Monitor/Defibrillators are a key component of providing advanced medical care in the pre-hospital environment. These devices are standard equipment on all ambulances and all paramedics to evaluate and monitor a patients EKG and Cardiac Function, Blood Pressure, Oxygen Saturation and Automatic Defibrillation.

Funding Expected: Revenue X Expenditure _ N/A __ **Budgeted Item:** Yes X No _ N/A _

Funding Acount: ___ **Amount:** $120,687.44 **1295 Form Required?** Yes X No __

Legal Review Required: N/A __ Required X **Date Completed:** 9/13/2023 SLH

Finance Review Required: N/A __ Required X **Date Completed:** _________

Supporting documents attached:
1. Alvin EMS Lifepak 15 (QTY 3) Quote updated 9.7.23
2. Stryker Sole-Source Letter

Recommendation: Move to authorize the expenditure of American Rescue Plan Act (ARPA) funds for the purchase of three (3) LifePak 15 Monitors/Defibrillators from Stryker Medical through the sole source procurement method, in an amount not to exceed $120,687.44.

Reviewed by Department Head, if applicable: X	Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Attorney, if applicable: X	Reviewed by City Manager, if applicable: __

stryker

Lifepak 15 (QTY 3)

Quote Number:	10739589	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CITY OF ALVIN EMS	Rep:	Tim Garza
	Attn:	Email:	tim.garza@stryker.com
		Phone Number:	
		Service Rep:	Jason Evans
Quote Date:	07/17/2023	Email:	jason.evans1@stryker.com
Expiration Date:	09/29/2023		
Contract Start:	07/17/2023		
Contract End:	09/30/2024		

Delivery Address		**End User - Shipping**		**Bill To Account**	
Name:	CITY OF ALVIN EMS	Name:	CITY OF ALVIN EMS	Name:	CITY OF ALVIN EMS
Account #:	20003287	Account #:	20003287	Account #:	20003287
Address:	801 E SOUTH ST	Address:	801 E SOUTH ST	Address:	
	ALVIN		ALVIN		
	Texas 77511-3606		Texas 77511-3606		

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	PCE	12	$606.00	$7,272.00
2.0	11171-000082	Masimo RC Patient Cable - EMS, 4 FT.	PCE	3	$336.00	$1,008.00
3.0	11171-000046	Masimo M-LNCSCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable.	PCE	3	$404.00	$1,212.00
4.0	11171-000032	Masimo Rainbow DCI-DC8, Adult Reusable Direct Connect SpO2, SpCO, SpMet Sensor, 8 FT	PCE	3	$1,362.00	$4,086.00
5.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	PCE	3	$92.00	$276.00
6.0	11160-000011	NIBP Cuff-Reusable, Infant	PCE	3	$29.00	$87.00
7.0	11160-000013	NIBP Cuff-Reusable, Child	PCE	3	$33.00	$99.00
8.0	11160-000015	NIBP Cuff-Reusable, Adult	PCE	3	$40.00	$120.00
9.0	11160-000017	NIBP Cuff -Reusable, Large Adult	PCE	3	$46.00	$138.00
10.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	PCE	3	$65.00	$195.00
11.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	PCE	3	$432.00	$1,296.00
12.0	11220-000028	LIFEPAK 15 Carry case top pouch	PCE	3	$78.00	$234.00
13.0	11260-000039	LIFEPAK 15 Carry case back pouch	PCE	3	$111.00	$333.00

stryker

Lifepak 15 (QTY 3)

Quote Number:	10739589	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CITY OF ALVIN EMS	Rep:	Tim Garza
	Attn:	Email:	tim.garza@stryker.com
		Phone Number:	
		Service Rep:	Jason Evans
Quote Date:	07/17/2023	Email:	jason.evans1@stryker.com
Expiration Date:	09/29/2023		
Contract Start:	07/17/2023		
Contract End:	09/30/2024		

#	Product	Description	U/M	Qty	Sell Price	Total
14.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	PCE	3	$37,696.23	$113,088.69
15.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	PCE	3	$0.00	$0.03
16.0	11577-000004	Station Battery Charger - For the LP15	PCE	1	$2,148.03	$2,148.03
					Equipment Total:	$131,592.75

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP12B-LP15	TRADE-IN-STRYKER LIFEPAK 12B TOWARDS PURCHASE OF LIFEPAK 15	2	-$5,000.00	-$10,000.00

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$2,094.69
Grand Total:	$123,687.44

Prices: In effect for 30 days

Terms: Net 30 Days

stryker

Lifepak 15 (QTY 3)

Quote Number:	10739589	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CITY OF ALVIN EMS	Rep:	Tim Garza
	Attn:	Email:	tim.garza@stryker.com
		Phone Number:	
		Service Rep:	Jason Evans
Quote Date:	07/17/2023	Email:	jason.evans1@stryker.com
Expiration Date:	09/29/2023		
Contract Start:	07/17/2023		
Contract End:	09/30/2024		

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

April 2022

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Vice President, Americas Sales

M0000008130 REV AB

Emergency Care
11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

AGENDA COMMENTARY

Meeting Date: 9/21/2023

Department: EMS/Emergency Management **Contact:** Ron Schmitz, EMS and Emergency Management Director

Agenda Item: Consider authorizing the expenditure of American Rescue Plan Act (ARPA) funds for the purchase of one (1) new ambulance module from Frazer, Ltd. through the Houston-Galveston Area Council Cooperative Purchasing Program, in amount not to exceed $204,300.00.

Type of Item: Action Item

Summary: The ARPA is a $1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law on March 11, 2021. Of the $1.9 trillion, the City of Alvin was allocated approximately $6.6 million.

Several public meetings were held to discuss and consider various projects that could be funded using the funds allocated to the City of Alvin. The purchase of the of an additional ambulance was identified as a viable project and funds were appropriated by City Council on March 17, 2022 (per Ordinance 22-V). Upon approval of Ordinance 22-V, staff indicated that before funds were expended, final authorization would come before City Council for approval.

The E.M.S. Department is requesting a new ambulance module using American Rescue Plan Act (ARPA) funds to procure the equipment through the H-GAC Cooperative Purchasing program.

Funding Expected: Revenue _ Expenditure _ N/A __ **Budgeted Item:** Yes __ No _ N/A _

Funding Acount: ___ **Amount:** $204,300.00 **1295 Form Required?** Yes X No __

Legal Review Required: N/A __ Required X **Date Completed:** 9/13/2023 SLH

Finance Review Required: N/A __ Required X **Date Completed:** _________

Supporting documents attached:

1. ARPA Ambulance Module Quote - Frazer Ltd

Recommendation: Move to approve the expenditure of American Rescue Plan Act (ARPA) funds for the purchase of one (1) new ambulance module from Frazer, Ltd. through the Houston-Galveston Area Council Cooperative Purchasing Program, in an amount not to exceed $204,300.00.

Reviewed by Department Head, if applicable: __X
Reviewed by City Attorney, if applicable: X_
Reviewed by Chief Financial Officer, if applicable: _
Reviewed by City Manager, if applicable: _

Customer Quote

8/17/2023 8:36:35 AM

Estimate No:	Q3669-0001
Quote Date:	7/17/2023
Expiration Date:	8/31/2023
Salesperson:	PB
Payment Terms:	Net 30

Invoice To: 10034

Katherine Gutierrez
City of Alvin EMS
City of Alvin
1100 West Hwy 6
Alvin TX 77511
US

Deliver To:

Katherine Gutierrez
John Covington
Alvin EMS Department
709 E House Street
Alvin TX 77511
US
Phone:281-388-4362

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Type I 12' XT Module	1.00	EA	$	203,300.00	$	203,300.00
2	CHASSIS 2023/24 Ford F-450 Gas CP	1.00	EA	$	0.00	$	0.00
3	DELIVERY Customer Pick Up - FOB Frazer	1.00	M	$	0.00	$	0.00
4	HGAC-NEW HGAC Fee for a New Unit	1.00	EA	$	1,000.00	$	1,000.00
5	SpecDoc Configurable item to create the SpecDoc	1.00	EA	$	0.00	$	0.00

Customer Quote

8/17/2023 8:36:35 AM

Estimate No:	Q3669-0001
Quote Date:	7/17/2023
Expiration Date:	8/31/2023
Salesperson:	PB
Payment Terms:	Net 30

No.	Item	Qty	U/M:		Unit Price		Net Amount

Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount:	204,300.00
Order Disc(0.0000%):	0.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	204,300.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

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For your convenience, all pricing has been itemized below per quote Q3669-0001 for City of Alvin EMS

Base Module	$	129,150.00
Chassis Exterior	$	26,300.00
Module Exterior	$	28,175.00
Chassis Interior	$	8,050.00
Module Interior	$	11,625.00
Total	**$**	**203,300.00**

Items included in above totals:

1. Type I 12' XT Module	$	incl
2. This is a CAAS GVS v3.0 Unit	$	incl
Chassis Exterior:		
3. Customer Provided Chassis processing fee	$	650.00
4. Chassis Options: XLT trim package	$	incl
5. Chassis Paint Layout: Keep Factory Paint Color - White	$	incl
6. Chassis : 2023 Ford F-450, Gas, 4x2, Regular Cab, 84" Cab to Axle, Z1 - Oxford White	$	incl
7. Suspension: LiquidSpring	$	15,550.00
8. Wheel type: Factory Aluminum	$	incl
9. Road Force Elite tire and wheel balancing	$	incl
10. Grille Guard: Grille Guard with Wraparounds	$	incl
11. Siren Amplifier: Howler	$	1,700.00
12. Passenger's side Grille Light: Whelen M4 Red Light	$	incl
13. Driver's side Grille Light: Whelen M4 Red Light	$	incl
14. Passenger's side Intersect Light: Whelen M4 Red Light	$	incl
15. Driver's side Intersect Light: Whelen M4 Red Light	$	incl
16. UNOC-1816-"Furnish and install Whelen 4 Long Tracer Series Red/Blue/Clear ground lights on D/S and P/S of module and below chassis steps: - Red/Blue lights ON with Secondary - Wire ground lights to go from Red/Blue to Clear when chassis door is open - Wire D/S ground lights to go from Red/Blue to Clear when D/S Scene Light is ON - Wire P/S ground lights to go from Red/Blue to Clear when P/S Scene Light is ON"	$	8,400.00
Chassis Exterior Subtotal	**$**	**26,300.00**
Module Exterior:		
17. Power Source: Onan 5.5kW Generator	$	12,625.00
18. Module Paint Layout: White - Frazer White (Frazer White)	$	incl

19. Roof Color: Frazer White (Frazer White)	$	incl
20. Rear Wall 3M Conspicuity Layout - Chevron : White Base Color and Red - Translucent Overlay	$	2,025.00
21. Frazer Provided Graphics	$	2,550.00
22. Body Drop on the Passenger's Side Forward of Rear Wheels	$	incl
23. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	$	300.00
24. Shore Power: Single 30 Amp on Front Wall	$	incl
25. Pigtail/Plug Option: Pigtail	$	incl
26. Install Ignition Kill Switch	$	375.00
27. Coax 1: Run coax from location 1 to Chassis terminated to Motorola 05	$	incl
28. Coax 2: Run coax from location 2 to Chassis	$	incl
29. Coax 3: Run coax from location 3 to Electrical Compartment	$	incl
30. Coax 4: Run coax from location 4 to Electrical Compartment	$	incl
31. UNOC #1134 - Install customer provided radio equipment in chassis: - Motorola O5 800MHz self-contained radio in console slot #4; battery hot - Mic on D/S of slot #1 - Speaker on front of console - Antenna on module roof	$	300.00
32. Front Wall Light Layout: W Pattern Lights	$	incl
33. Front Wall Light #1: Whelen M6 Blue Light	$	incl
34. Front Wall Light #2: Whelen M6 Red Light	$	incl
35. Front Wall Light #3: Whelen M6 Clear Light	$	incl
36. Front Wall Light #4: Whelen M6 Red Light	$	incl
37. Front Wall Light #5: Whelen M6 Blue Light	$	incl
38. Front Wall Driver Side Box Light: Whelen M6 Red Light	$	incl
39. Front Wall Passenger Box Light: Whelen M6 Red Light	$	incl
40. Driver Wall Front Box Light: Whelen M6 Red Light	$	incl
41. Driver Wall Rear Box Light: Whelen M6 Red Light	$	incl
42. Driver Wheel Well Light: Whelen M6 Red Light	$	incl
43. Side Scene Lights: Spectra SPA900	$	incl
44. O2 Compartment Style: Laydown O2 with Adjustable Shelf	$	incl
45. O2 Rollers for an H Cylinder	$	incl
46. Electrical Compartment Style: Standard Electrical Compartment	$	incl

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47. Lower Storage Style: Standard Lower Storage	$	incl
48. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well	$	incl
49. Dometic Self-Contained A/C with Exhaust Fan	$	incl
50. Rear Storage Compartment Style: Rear Storage with divider and shelf with I/O access	$	675.00
51. UNOC #2656 - Furnish and install stand-up O2 compartment with ZICO O2 bottle lift for H cylinder, wired to disable LiquidSpring dump feature when compartment door is open; install switch on door panel; long lower storage compartment to be shortened and O2 compartment will be taller (no front corner area) with fixed/removable shelf above bottle lift; add a cutout (8x8) and hinged lexan door on stainless to access regulator	$	7,000.00
52. Module Window Option: Sliding Window	$	incl
53. Upper Rear Wall Light Layout: 3 Across	$	incl
54. Upper Light #1: Whelen M6 Amber Light	$	incl
55. Upper Light #2: Whelen M6 Load Light	$	incl
56. Upper Light #3: Whelen M6 Amber Light	$	incl
57. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	$	incl
58. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	$	incl
59. Lower Light #3: Whelen M6 Red Light	$	incl
60. Lower Light #4: Whelen M6 Red Light	$	incl
61. Rear Wall Driver Box Light: Whelen M6 Red Light	$	incl
62. Rear Wall Passenger Box Light: Whelen M6 Red Light	$	incl
63. Rear Backboard Options: No Shelf	$	incl
64. Lower BTTs: 2 Grote Lights on each side	$	incl
65. Rear Bumper	$	incl
66. Door Grabbers	$	incl
67. License Plate Light	$	incl
68. Passenger Wall Front Box Light: Whelen M6 Red Light	$	incl
69. Passenger Wall Rear Box Light: Whelen M6 Red Light	$	incl
70. Passenger Wheel Well Light: Whelen M6 Red Light	$	incl
71. Passenger Scene Light Activated with Side Entry Door	$	425.00
72. Interior Step Option: Double Step Well	$	incl
73. Passenger Rear Compartment Style: Onan Genset Compartment	$	incl
74. Door Locks on Entry Doors and Front I/O	$	1,900.00
Module Exterior Subtotal	**$**	**28,175.00**

Chassis Interior:

75. Siren Speakers: Whelen SA 315 Speakers	$	incl
76. Tap-2 on Primary Siren	$	incl
77. Siren Option: Whelen C9 Siren in Console	$	incl
78. Mic 1 on passenger's side slot 1	$	incl
79. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	$	incl
80. Slot 1: Double Slot Switch Panel	$	incl
81. Slot 2: Joined with 1	$	incl
82. Slot 3: Siren 1	$	incl
83. Slot 4: Radio Plate: 7.5 L X 2.5 W opening dims	$	incl
84. Slot 5: Double Blank Insert	$	250.00
85. Slot 6: Joined with 5	$	incl
86. Kussmaul USB/USB-C at Console	$	300.00
87. Console Switch Layout : Primary - Secondary - Howler - Blank - Blank - Blank - Kussmaul USB/USB-C - Rear Load - Interior Lights - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Start/Stop Genset -	$	incl
88. New Armrest	$	300.00
89. Console Layout: 6-Slot Console	$	incl
90. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	$	250.00
91. Chassis Rear Wall: 3 High Glove Box Holder	$	300.00
92. Tremco Anti-Theft System	$	650.00
93. UNOC #2244 - Furnish and install Safety Vision 6 camera system (per Quote #W093388), including the following components: - 4112-HVR recorder, mounted in electrical compartment - 2TB SSD - GPS - UPS back-up battery - 7" touch screen monitor; mounted in standard windshield location *AHD Camera locations: 1. Forward travel path (combined with camera 2) 2. Crew-facing (dual, combined with camera 1) 3. In-module camera; mounted in rear headknocker 4. Back-up camera; mounted on exterior rear wall 5.p/s and d/s side view camera	$	6,000.00
Chassis Interior Subtotal	**$**	**8,050.00**

Module Interior:

94. Protek Cushions	$	incl

95. Desert Rose Red Interior	$	incl
96. Stainless Steel Countertops	$	incl
97. Stainless Steel Grab Rails	$	incl
98. Front I/O with Lexan Doors	$	incl
99. 3 High "D" Cylinder Holder in the Front I/O Facing the Rear Wall	$	450.00
100. Quad Outlet in the Front I/O	$	incl
101. Quad Outlet on the Front Wall	$	incl
102. Netting at the Front Corner Area	$	incl
103. Customer Provided Medixsafe	$	625.00
104. UNOC #1181 - Install MedixSafe on shelf in front I/O cabinet	$	200.00
105. Location 1: 8 Switch panel	$	incl
106. Location 2: Double O2 Outlet	$	incl
107. Location 3: Dual USB receptacles	$	300.00
108. Location 4: Blank	$	incl
109. Location 6: Suction	$	incl
110. Location 7: Quad 120 VAC	$	incl
111. Location 8: Blank	$	incl
112. Location 9: Thermostat	$	incl
113. Door Lock Switch at Action Wall	$	175.00
114. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Unlock/Lock; Module Heater - Hi/Off/Low; Blank; Blank; Blank;	$	incl
115. Sharps Container at Action Wall	$	incl
116. Acrylic Holder at the Action Wall Cabinet	$	incl
117. New 6pt Harness at the CPR Seat	$	700.00
118. Cabinet Aft CPR Seat	$	1,225.00
119. Genset Start/Stop Switch at Rear Doors	$	incl
120. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Dump/Bypass (Suspension); Rear Load;	$	incl
121. Two Seating Positions at the Squad Bench - 1 and 3	$	incl
122. Harness Type for Seat Position 1: New 6pt Harness	$	700.00
123. Harness Type for Seat Position 3: New 6pt Harness	$	700.00
124. Acrylic Holder and Sharps at Squad Bench	$	1,075.00
125. Double Squad Bench Cabinet	$	850.00
126. New Glove Box & Handrail at the Head of the Squad Bench	$	450.00

127. Trashcan With Lid at the Head of the Squad Bench	$	incl
128. O2 Outlet at the Squad Bench Wall	$	incl
129. O2 Outlet in Ceiling Raceway	$	450.00
130. IV Hanger on Ceiling Raceway	$	incl
131. Driver and Passenger Side Stainless Steel Ceiling Grab Rails for 12' Unit	$	225.00
132. IV Hanger on Squad Bench Ceiling	$	incl
133. Head knocker options: No Clocks or Speakers	$	incl
134. Stryker cot tower only (no antler and bar)	$	incl
135. Floor Options: Customer Provided Stryker Power-LOAD - Gen 2	$	2,225.00
136. Loncoin II Onyx Floor	$	incl
137. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	$	950.00
138. Module Heater : New	$	incl
139. Customer Provided Items Processing Fee	$	325.00
Module Interior Subtotal	**$**	**11,625.00**

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Email this quote along with your PO

to Paul Brown at pbrown@frazerbilt.com

Remit To:

Frazer, LTD
7219 Rampart St.
Houston, Texas 77081
USA

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston,TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1)

any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a $350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _________

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed $1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed $4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

AGENDA COMMENTARY

Meeting Date: 9/21/2023

Department: EMS/Emergency Management **Contact:** Ron Schmitz, EMS and Emergency Management Director

Agenda Item: Consider the purchase of one new ambulance module, replacing Unit #845, out of the City's Vehicle Replacement Program, from Frazer, Ltd. through the Houston-Galveston Area Council Cooperative Purchasing Program, in a total amount not to exceed $204,300.00.

Type of Item: Action Item

Summary: Ambulance Unit#845 was a 2016 Chevrolet 3500 damaged in an accident in January 2023 that resulted in a total loss. This unit was due to be replaced in FY 23/24 and had 219,000 miles at the time of the accident. The City received $31,150.00 from TML insurance.

This purchase is for the replacement of the ambulance module and attachment to a separately purchased chassis (F450).

Funding Expected: Revenue _ Expenditure _ N/A __ **Budgeted Item:** Yes __ No _ N/A _
Funding Acount: ___ **Amount:** _$204,300.00 **1295 Form Required?** Yes __ No __
Legal Review Required: N/A __ Required __ **Date Completed:** _9/13/2023 SLH_
Finance Review Required: N/A __ Required __ **Date Completed:** _________

Supporting documents attached:
1. Ambulance Module Quote - Frazer

Recommendation: Move to approve the purchase of one new ambulance module, replacing Unit #845, out of the City's Vehicle Replacement Program, from Frazer, Ltd. through the Houston-Galveston Area Council Cooperative Purchasing Program, in a total amount not to exceed $204,300.00.

Reviewed by Department Head, if applicable: _X_ Reviewed by Chief Financial Officer, if applicable: _
Reviewed by City Attorney, if applicable: _X_ Reviewed by City Manager, if applicable: _

Customer Quote

8/17/2023 8:36:35 AM

Estimate No:	Q3669-0001
Quote Date:	7/17/2023
Expiration Date:	8/31/2023
Salesperson:	PB
Payment Terms:	Net 30

Invoice To: 10034

Katherine Gutierrez
City of Alvin EMS
City of Alvin
1100 West Hwy 6
Alvin TX 77511
US

Deliver To:

Katherine Gutierrez
John Covington
Alvin EMS Department
709 E House Street
Alvin TX 77511
US
Phone:281-388-4362

No.	Item	Qty	U/M:		Unit Price		Net Amount
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7219 Rampart Street
Houston TX 77081

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11. Siren Amplifier: Howler	$	1,700.00
12. Passenger's side Grille Light: Whelen M4 Red Light	$	incl
13. Driver's side Grille Light: Whelen M4 Red Light	$	incl
14. Passenger's side Intersect Light: Whelen M4 Red Light	$	incl
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18. Module Paint Layout: White - Frazer White (Frazer White)	$	incl

19. Roof Color: Frazer White (Frazer White)	$	incl
20. Rear Wall 3M Conspicuity Layout - Chevron : White Base Color and Red - Translucent Overlay	$	2,025.00
21. Frazer Provided Graphics	$	2,550.00
22. Body Drop on the Passenger's Side Forward of Rear Wheels	$	incl
23. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	$	300.00
24. Shore Power: Single 30 Amp on Front Wall	$	incl
25. Pigtail/Plug Option: Pigtail	$	incl
26. Install Ignition Kill Switch	$	375.00
27. Coax 1: Run coax from location 1 to Chassis terminated to Motorola 05	$	incl
28. Coax 2: Run coax from location 2 to Chassis	$	incl
29. Coax 3: Run coax from location 3 to Electrical Compartment	$	incl
30. Coax 4: Run coax from location 4 to Electrical Compartment	$	incl
31. UNOC #1134 - Install customer provided radio equipment in chassis: - Motorola O5 800MHz self-contained radio in console slot #4; battery hot - Mic on D/S of slot #1 - Speaker on front of console - Antenna on module roof	$	300.00
32. Front Wall Light Layout: W Pattern Lights	$	incl
33. Front Wall Light #1: Whelen M6 Blue Light	$	incl
34. Front Wall Light #2: Whelen M6 Red Light	$	incl
35. Front Wall Light #3: Whelen M6 Clear Light	$	incl
36. Front Wall Light #4: Whelen M6 Red Light	$	incl
37. Front Wall Light #5: Whelen M6 Blue Light	$	incl
38. Front Wall Driver Side Box Light: Whelen M6 Red Light	$	incl
39. Front Wall Passenger Box Light: Whelen M6 Red Light	$	incl
40. Driver Wall Front Box Light: Whelen M6 Red Light	$	incl
41. Driver Wall Rear Box Light: Whelen M6 Red Light	$	incl
42. Driver Wheel Well Light: Whelen M6 Red Light	$	incl
43. Side Scene Lights: Spectra SPA900	$	incl
44. O2 Compartment Style: Laydown O2 with Adjustable Shelf	$	incl
45. O2 Rollers for an H Cylinder	$	incl
46. Electrical Compartment Style: Standard Electrical Compartment	$	incl

47. Lower Storage Style: Standard Lower Storage	$	incl
48. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well	$	incl
49. Dometic Self-Contained A/C with Exhaust Fan	$	incl
50. Rear Storage Compartment Style: Rear Storage with divider and shelf with I/O access	$	675.00
51. UNOC #2656 - Furnish and install stand-up O2 compartment with ZICO O2 bottle lift for H cylinder, wired to disable LiquidSpring dump feature when compartment door is open; install switch on door panel; long lower storage compartment to be shortened and O2 compartment will be taller (no front corner area) with fixed/removable shelf above bottle lift; add a cutout (8x8) and hinged lexan door on stainless to access regulator	$	7,000.00
52. Module Window Option: Sliding Window	$	incl
53. Upper Rear Wall Light Layout: 3 Across	$	incl
54. Upper Light #1: Whelen M6 Amber Light	$	incl
55. Upper Light #2: Whelen M6 Load Light	$	incl
56. Upper Light #3: Whelen M6 Amber Light	$	incl
57. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	$	incl
58. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	$	incl
59. Lower Light #3: Whelen M6 Red Light	$	incl
60. Lower Light #4: Whelen M6 Red Light	$	incl
61. Rear Wall Driver Box Light: Whelen M6 Red Light	$	incl
62. Rear Wall Passenger Box Light: Whelen M6 Red Light	$	incl
63. Rear Backboard Options: No Shelf	$	incl
64. Lower BTTs: 2 Grote Lights on each side	$	incl
65. Rear Bumper	$	incl
66. Door Grabbers	$	incl
67. License Plate Light	$	incl
68. Passenger Wall Front Box Light: Whelen M6 Red Light	$	incl
69. Passenger Wall Rear Box Light: Whelen M6 Red Light	$	incl
70. Passenger Wheel Well Light: Whelen M6 Red Light	$	incl
71. Passenger Scene Light Activated with Side Entry Door	$	425.00
72. Interior Step Option: Double Step Well	$	incl
73. Passenger Rear Compartment Style: Onan Genset Compartment	$	incl
74. Door Locks on Entry Doors and Front I/O	$	1,900.00
Module Exterior Subtotal	**$**	**28,175.00**

Chassis Interior:

75. Siren Speakers: Whelen SA 315 Speakers	$	incl
76. Tap-2 on Primary Siren	$	incl
77. Siren Option: Whelen C9 Siren in Console	$	incl
78. Mic 1 on passenger's side slot 1	$	incl
79. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	$	incl
80. Slot 1: Double Slot Switch Panel	$	incl
81. Slot 2: Joined with 1	$	incl
82. Slot 3: Siren 1	$	incl
83. Slot 4: Radio Plate: 7.5 L X 2.5 W opening dims	$	incl
84. Slot 5: Double Blank Insert	$	250.00
85. Slot 6: Joined with 5	$	incl
86. Kussmaul USB/USB-C at Console	$	300.00
87. Console Switch Layout : Primary - Secondary - Howler - Blank - Blank - Blank - Kussmaul USB/USB-C - Rear Load - Interior Lights - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Start/Stop Genset -	$	incl
88. New Armrest	$	300.00
89. Console Layout: 6-Slot Console	$	incl
90. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	$	250.00
91. Chassis Rear Wall: 3 High Glove Box Holder	$	300.00
92. Tremco Anti-Theft System	$	650.00
93. UNOC #2244 - Furnish and install Safety Vision 6 camera system (per Quote #W093388), including the following components: - 4112-HVR recorder, mounted in electrical compartment - 2TB SSD - GPS - UPS back-up battery - 7" touch screen monitor; mounted in standard windshield location *AHD Camera locations: 1. Forward travel path (combined with camera 2) 2. Crew-facing (dual, combined with camera 1) 3. In-module camera; mounted in rear headknocker 4. Back-up camera; mounted on exterior rear wall 5.p/s and d/s side view camera	$	6,000.00
Chassis Interior Subtotal	**$**	**8,050.00**

Module Interior:

94. Protek Cushions	$	incl

Frazer

Defining the future of Mobile Healthcare.™

95. Desert Rose Red Interior	$	incl
96. Stainless Steel Countertops	$	incl
97. Stainless Steel Grab Rails	$	incl
98. Front I/O with Lexan Doors	$	incl
99. 3 High "D" Cylinder Holder in the Front I/O Facing the Rear Wall	$	450.00
100. Quad Outlet in the Front I/O	$	incl
101. Quad Outlet on the Front Wall	$	incl
102. Netting at the Front Corner Area	$	incl
103. Customer Provided Medixsafe	$	625.00
104. UNOC #1181 - Install MedixSafe on shelf in front I/O cabinet	$	200.00
105. Location 1: 8 Switch panel	$	incl
106. Location 2: Double O2 Outlet	$	incl
107. Location 3: Dual USB receptacles	$	300.00
108. Location 4: Blank	$	incl
109. Location 6: Suction	$	incl
110. Location 7: Quad 120 VAC	$	incl
111. Location 8: Blank	$	incl
112. Location 9: Thermostat	$	incl
113. Door Lock Switch at Action Wall	$	175.00
114. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Unlock/Lock; Module Heater - Hi/Off/Low; Blank; Blank; Blank;	$	incl
115. Sharps Container at Action Wall	$	incl
116. Acrylic Holder at the Action Wall Cabinet	$	incl
117. New 6pt Harness at the CPR Seat	$	700.00
118. Cabinet Aft CPR Seat	$	1,225.00
119. Genset Start/Stop Switch at Rear Doors	$	incl
120. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Dump/Bypass (Suspension); Rear Load;	$	incl
121. Two Seating Positions at the Squad Bench - 1 and 3	$	incl
122. Harness Type for Seat Position 1: New 6pt Harness	$	700.00
123. Harness Type for Seat Position 3: New 6pt Harness	$	700.00
124. Acrylic Holder and Sharps at Squad Bench	$	1,075.00
125. Double Squad Bench Cabinet	$	850.00
126. New Glove Box & Handrail at the Head of the Squad Bench	$	450.00

127. Trashcan With Lid at the Head of the Squad Bench	$	incl
128. O2 Outlet at the Squad Bench Wall	$	incl
129. O2 Outlet in Ceiling Raceway	$	450.00
130. IV Hanger on Ceiling Raceway	$	incl
131. Driver and Passenger Side Stainless Steel Ceiling Grab Rails for 12' Unit	$	225.00
132. IV Hanger on Squad Bench Ceiling	$	incl
133. Head knocker options: No Clocks or Speakers	$	incl
134. Stryker cot tower only (no antler and bar)	$	incl
135. Floor Options: Customer Provided Stryker Power-LOAD - Gen 2	$	2,225.00
136. Loncoin II Onyx Floor	$	incl
137. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	$	950.00
138. Module Heater : New	$	incl
139. Customer Provided Items Processing Fee	$	325.00
Module Interior Subtotal	**$**	**11,625.00**

Email this quote along with your PO

to Paul Brown at pbrown@frazerbilt.com

Remit To:

Frazer, LTD
7219 Rampart St.
Houston, Texas 77081
USA

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston,TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1)

any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a $350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _________

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed $1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed $4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

AGENDA COMMENTARY

Meeting Date: 9/21/2023

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider Resolution 23-R-31, nominating a candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District.

Type of Item: Resolution

Summary: This Resolution is to nominate a candidate(s) to serve on the Brazoria County Appraisal District (BCAD) Board of Directors. Cities, school districts, and counties may nominate one or more persons (up to 5) to serve on the Board. The Board is composed of five members who serve two-year terms, all of which expire December 31, 2023. In December, City Council will cast votes for various nominees by resolution. The Chief Appraiser will then count the votes, declare the results, and notify the five candidates who received the largest vote totals before December 31, 2023.

In 2015, 2017, 2019, and 2021, the City of Alvin nominated and cast their votes for Mr. Tommy King. Staff reached out to Mr. King and he stated that he wishes to continue serving the community in this capacity. He also stated that he didn't feel that this would be the best time for him to step away, as he currently serves as the Board Chair. He thanked the Mayor and Council for their past support. Alvin ISD will also be nominating him to maintain his service on the BCAD Board of Directors.

Staff recommends approval of Resolution 23-R-31.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** 9/14/2023 SLH

Finance Review Required: N/A X Required __ **Date Completed:** _________

Supporting documents attached:
1. Resolution 23-R-31; BCAD Nominations
2. BCAD Letter of Request

Recommendation: Move to approve Resolution 23-R-31, nominating ________________________ for a position on the Board of Directors of the Brazoria County Appraisal District.

Reviewed by Department Head, if applicable: _
Reviewed by Chief Financial Officer, if applicable: _
Reviewed by City Attorney, if applicable: X
Reviewed by City Manager, if applicable: X

RESOLUTION 23-R-31

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, NOMINATING CANDIDATE(S) FOR A POSITION ON THE BOARD OF DIRECTORS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT.

WHEREAS, those eligible taxing units participating in the Brazoria County Appraisal District have the right and responsibility to nominate from one to five (5) candidate(s) to fill the five (5) positions of the Board of Directors of the Brazoria County Appraisal District for a term of office commencing on January 1, 2024, and extending through December 31, 2025; and

WHEREAS, this governing body desires to exercise its right to nominate the said candidate(s) for such position on said board of directors; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That the facts and recitations set forth in the preamble of this Resolution are hereby adopted, ratified, and confirmed.

Section 2. That the following individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Brazoria County Appraisal District to be filled by those eligible taxing units participating in the Brazoria County Appraisal District for a two-year term of office commencing on January 1, 2024.

Name & address: ____
Name & address: ____
Name & address: ____
Name & address: ____
Name & address: ____

Section 3. That the presiding officer of the governing body of this taxing unit be, and that he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this Resolution to the Chief Appraiser of the Brazoria County Appraisal District on or before October 15, 2023.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 21st day of September 2023.

CITY OF ALVIN, TEXAS | **ATTEST**

______________________________ | ______________________________

Gabe Adame, Mayor | Dixie Roberts, City Secretary

Rec'd 9/11/23

BRAZORIA COUNTY APPRAISAL DISTRICT

CHIEF APPRAISER
Marcel Pierel III
500 N. Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

September 1, 2023

Honorable Paul Horn
Mayor of Alvin
216 W. Sealy
Alvin, TX 77511

Dear Honorable Paul Horn,

In reference to the selection of the Appraisal District Board of Directors, each voting taxing unit in Brazoria County nominates **by resolution**, up to five candidate(s) to fill the five (5) positions of the Board of Directors. These nominations (names and addresses) must be submitted to the Chief Appraiser before **October 15, 2023**. (See Step 1 on Calendar)

Enclosed is a list of the current board members with space to add different nominees if your board chooses to. (Nominate up to a total of five candidates)

Your 2022 total tax levy was **$ 14,277,353**. This tax levy has entitled your taxing unit to **68** votes for the five (5) directors to be appointed to the Brazoria County Appraisal District.

The voting process will begin before October 30, 2023 once all nominations have been received.

Please address all submissions to Marcel Pierel, Chief Appraiser, at the above address, or you may email submissions to mpierel@brazoriacad.org or fax to 979-849-7984.

Sincerely,

Marcel Pierel III
Chief Appraiser

MP/td
Enclosure

BRAZORIA COUNTY APPRAISAL DISTRICT

CHIEF APPRAISER
Marcel Pierel III
500 North Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

MEMO

To: All Voting Taxing Units
From: Marcel Pierel III, Chief Appraiser
Subject: 2023 Board of Directors Election For Years 2024 – 2025
Date: September 1, 2023

Your taxing unit participates in selecting members of the Brazoria County Appraisal District's Board of Directors.

The board is composed of five members who serve two-year terms, all of which expire December 31, 2023.

If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a non-voting director.

This memorandum sets out the process of selecting directors for the two-year term that begins January 1, 2024.

Section 6.03, Property Tax Code, establishes the selection process for Appraisal District Directors.

Selection Procedures

The procedures for selecting members of the board of directors for the two –year term beginning on January 1, 2024 are as follows:

Step 1 --- Nomination

Before **October 15, 2023,** the voting units must **adopt a resolution nominating** up to five candidate(s) by formal action. The presiding officer of the voting unit must submit the nominees **name(s) and addresses** to the Chief Appraiser.

Step 2 -- Election

Before **October 30, 2023**, the Chief Appraiser will prepare and mail a ballot listing the nominees in alphabetical order by last name.

Before **December 15, 2023** each voting unit must cast its votes by **written resolution** naming the person or persons and the number of votes for whom it cast and submit a certified copy to the Chief Appraiser.

Ballots received by the Chief Appraiser after December 15, 2023 may not be counted.

The Chief Appraiser will count the votes, declare the results, and notify the five candidates who received the largest vote totals before December 31, 2023. The Chief Appraiser also notifies all taxing units and all nominated candidates of the outcome. If a tie occurs, the Chief Appraiser must solve it through any method of chance.

To assist you in this process, I have enclosed the following:

1. A calendar that lays out the procedures and dates for conducting the 2023 election.
2. Letter showing the number of votes your entity is entitled to cast in the ballot after candidate nominations are received. (See October 30 on the election calendar).
3. A suggested form of resolution for the **nomination(s) of a candidate(s)** to the board of directors of the Brazoria County Appraisal District.

I would like to thank you in advance for your help in carrying out this important task and I invite your questions or comments on the board selection process. Please do not hesitate to call me.

Enclosures (3)

BRAZORIA COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS
FOR YEAR 2023

Mr. Bobby Brown
West Columbia, TX

Ms. Kristin Bulanek
Tax Assessor-Collector

Mr. Tommy King, Chairperson
Alvin

Ms. Gail Robinson
Lake Jackson

Mr. George Sandars, Secretary
Pearland

Ms. Susan Spoor, Vice-Chairperson
Angleton

BRAZORIA COUNTY APPRAISAL DISTRICT

2023 BOARD OF DIRECTORS ELECTION CALENDAR

Before Oct. 1 **(Sep. 1, 2023)**	The chief appraiser notifies each voting taxing unit of the process for the election of the Board of Directors and the number of votes it is entitled to cast. Each voting unit may nominate one candidate for each position to be filled. Since the board of directors consists of five members, **the unit may nominate up to five candidates.**
Before Oct. 15	The presiding officer of the unit submits the **names and addresses** of the nominees **by written resolution** to the chief appraiser.
Before Oct. 30	The chief appraiser prepares and submits to each voting taxing unit a ballot listing the nominees alphabetically by each candidate's last name and provides the number of votes it may cast, with a resolution sample.
Before Dec. 15	Each voting unit cast votes for any of the candidates on the ballot and submits to the chief appraiser **by written resolution.** The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates.
Before Dec. 31	The chief appraiser counts the votes and certifies the five candidates who received the largest vote totals. The chief appraiser notifies all taxing units (voting and non-voting) and all nominated candidates of the outcome. If a tie occurs, the Chief Appraiser must resolve it through any method of chance.

RESOLUTION NO. ______________

A RESOLUTION OF THE ____

OF THE ____

NOMINATING CANDIDATE(S) FOR A POSITION ON THE BOARD OF DIRECTORS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT

WHEREAS, those eligible taxing units participating in the Brazoria County Appraisal District have the right and responsibility to nominate up to five candidate(s) to fill the five (5) positions of the Board of Directors of the Brazoria County Appraisal District for a term of office commencing on January 1, 2024 and extending through December 31, 2025; and

WHEREAS, this governing body desires to exercise its right to nominate the said candidate(s) for such position on said board of directors; now, therefore

BE IT RESOLVED BY THE ____

OF THE ____**:**

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the following individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Brazoria County Appraisal District to be filled by those eligible taxing units participating in the Brazoria County Appraisal District for a two-year term of office commencing on January 1, 2024.

Name & Address: ____
Name & Address: ____
Name & Address: ____
Name & Address: ____
Name & Address: ____

Section 3. That the presiding officer of the governing body of this taxing unit be, and that he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Brazoria County Appraisal District on or before October 14, 2023.

PASSED, ADOPTED AND APPROVED this ________day of ____________________, 2023.

____
Presiding Officer

ATTEST:

____
Secretary

AGENDA COMMENTARY

Meeting Date: 9/21/2023

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider accepting the resignation of Keith Thompson from the Alvin Senior Citizen Board.

Type of Item: Action Item

Summary: The City Secretary's Office received a letter from Keith Thompson on September 11, 2023, resigning from the Senior Board for his term ending on December 31, 2024. This agenda item is the formal acceptance of his resignation. Mr. Thompson has served on the board since December 1, 2022.

City Council will consider an appointment to fill this vacancy at a future meeting.

Funding Expected: Revenue _ Expenditure _ N/A X

Budgeted Item: Yes __ No _ N/A X

Funding Acount: ___

Amount: ____

1295 Form Required? Yes __ No X

Legal Review Required: N/A X Required __

Date Completed: __________

Finance Review Required: N/A X Required __

Date Completed: _________

Supporting documents attached:
None

Recommendation: Move to accept the resignation of Keith Thompson from the Alvin Senior Citizen Board.

Reviewed by Department Head, if applicable: _

Reviewed by Chief Financial Officer, if applicable: _

Reviewed by City Attorney, if applicable: _

Reviewed by City Manager, if applicable: X

AGENDA COMMENTARY

Meeting Date: 9/21/2023

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider Resolution 23-R-32, establishing a Board and Commission Handbook, and providing for other related matters thereto.

Type of Item: Resolution

Summary: Resolution 23-R-32 formally adopts the Board & Commission Handbook. All the procedures for boards and commissions as discussed at the last meeting have been incorporated into the handbook. Specifics include:

- City Council will conduct a workshop to hold interviews for all board and commission applicants on a night other than the normally scheduled city council meeting.
- Applicants are asked to attend a scheduled interview and also attend the December meeting when board and commission appointments are made.
- Term limits are written into the policy so that a board or commission member shall not serve more than three (3) consecutive terms on a single board or commission without sitting out a full term.

This document, once approved, will be sent out to all board and commission members and will also be placed on the city's website.

The following proposals, derived from the September 7, 2023 City Council meeting will be provided to the Charter Review Commission regarding the Planning Commission Parks Board, and Charter Review Commission:

- Each a 7 member board
- Implementing term limits (3 consecutive terms)
- keep the following requirement consistent across all boards/commissions: members must be a registered voter, and a resident of the city for at least 6 months prior to appointment.

Staff recommends approval of Resolution 23-R-32.

Funding Expected:	Revenue _ Expenditure _ N/A X	**Budgeted Item:**	Yes __ No _ N/A X
Funding Acount: ___	**Amount:** ____	**1295 Form Required?**	Yes __ No X
Legal Review Required:	N/A __ Required X	**Date Completed:**	9/18/2023 SLH
Finance Review Required:	N/A X Required __	**Date Completed:**	_________

Supporting documents attached:

1. Resolution 23-R-32; Board & Commission Handbook
2. Exhibit A; Board Commission Handbook

Recommendation: Move to approve Resolution 23-R-32, establishing a Board and Commission Handbook, and providing for other related matters thereto.

Reviewed by Department Head, if applicable: __
Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Attorney, if applicable: X
Reviewed by City Manager, if applicable: X

RESOLUTION 23-R-32

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ESTABLISHING A BOARD AND COMMISSION HANDBOOK, AND PROVIDING FOR OTHER RELATED MATTERS THERETO.

WHEREAS, the Alvin City Council desires to establish a Board and Commission Handbook for use by those who serve on various boards and commissions for the City of Alvin as found in the attached **Exhibit A**; and

WHEREAS, the Alvin City Council desires to authorize the implementation of the Handbook in connection with the City's boards and commission for the City of Alvin.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 21st day of September 2023.

CITY OF ALVIN, TEXAS	**ATTEST**
________________________________	________________________________
Gabe Adame, Mayor	Dixie Roberts, City Secretary

Process for Appointment to a City Board or Commission

The City Council is responsible for making appointments to a City Board or Commission. To promote a process that is efficient, transparent, and that allows input from the entire City Council, the following process shall be used to make appointments to a City Board or Commission, Committee:

1. The City of Alvin City Council makes most appointments to Alvin's boards and commissions with the exception of the members to the Civil Service Commission, which are appointed by the City Manager and confirmed by the City Council.

2. The City Council seeks out the best-qualified citizens to serve on its boards and commissions The qualifications required to serve on a particular board or commission are determined by the City of Alvin Charter or by an Ordinance establishing the Board or Commission. For specific eligibility and qualifications, please refer to **Appendix A.**

3. No person can be appointed to a city created Board, Commission, Committee, unless that person has completed and submitted an **"Application to Serve on a Board or Commission" (Appendix B)** or an **"Application to Re-serve on a Board or Commission" (Appendix B)** to the City Secretary before the meeting at which appointments are to be made by the City Council. Applications should be received prior to the workshop when interviews are conducted.

4. Applications will be turned in to the City Secretary's Office.

5. After receipt of an application, the City Secretary will verify that each applicant meets the qualifications for serving on the desired board or commission.

6. The City Council will hold a workshop on an evening separate from regularly scheduled city council meetings to conduct board and commission applicant interviews.

7. Candidates applying to serve on a board or commission are asked to attend a brief interview before the City Council during a workshop session to be scheduled and posted according to the Open Meetings Act. Candidates will be notified of their scheduled interview time by the City Secretary's Office via email. Candidates who are not able to attend the scheduled interview should contact the City Secretary to make other arrangements.

8. The City Secretary will compile a spreadsheet of all information provided by the applicants in advance of the workshop for members of city council/staff. The City Secretary will also provide City Council with a list of all current board and commission vacancies to be filled.

9. Annual board and commission appointments will be made during the first regular City Council meeting in December, unless otherwise scheduled. All candidates who have applied to serve

or re-serve on a board or commission are asked to attend this meeting. Candidates who are unable to attend should inform the City Secretary before said meeting.

10. It is preferred that appointees serve on only one board or commission at a time.

11. Appointments to the TIRZ Boards will follow the process as outlined in the Bylaws governing said organization.

12. Existing board or commission members whose term has expired and who wish to continue service on the same board or commission shall submit an **"Application to Re-serve on a Board or Commission"** indicating they are interested and willing to continue serving in their current appointment.

13. Vacancies shall be filled in accordance with the appointment procedures for new members. Interviewees who did not get appointed to a board or commission in December will be considered for an appointment should a vacancy occur.

14. Applications will remain on file in the City Secretary's Office for one (1) year and will be resubmitted to the City Council any time there is a vacancy on board or commission.

15. Board and commission members shall not serve more than three (3) consecutive terms on an individual board or commission without sitting out a full term, after which they can again apply and be considered for appointment to said board or commission.

16. The City Secretary's office shall be responsible for notifying appointees of their appointment to a board or commission in writing soon after the appointment is made. This written notice shall also include board or commission responsibilities, days, times, frequency, and locations of meetings, required training, and time and place at which the Oath of Office will be administered. The City Secretary's office shall also notify the chair and staff liaison, if applicable, of the said appointment(s).

17. All board and commission members appointed shall take the State required Open Meetings Act and Public Information Act training within 90 days of appointment.

Meetings

What is a Quorum? A quorum is the minimum number of members needed to officially conduct business. A quorum is a majority of the members of a board or commission. Approval of an action listed on an agenda requires a majority vote of persons legally entitled to vote, excluding abstentions, at a meeting at which a quorum is present.

Board Officers. In January of each year, or the next meeting after which annual board and commission appointments are made by council, boards and commissions shall elect officers for the following positions: Chair, Vice Chair, and Secretary.

Role of the Chair. The function of the Chair is to provide leadership to the group. The Chair is selected by other board members by nominations from the floor of fellow board members. The

Chair must perform these duties and responsibilities: (1) ensure that the meeting is conducted in accordance with established rules; and (2) maintain order and bring the group to a conclusion on the matters before it. The Chair must make certain that discussions do not get sidetracked on minor issues and must have the ability to remain focused on the agenda.

Role of Vice-Chair and Other Officers. The Vice-Chair will serve as Chair in the absence of the Chair. Other officers and duties shall be determined by the respective resolution, ordinance or statute that created the board, commission, or committee.

Agenda. All board or commission agendas must be prepared and properly posted at least 72 hours in advance of a meeting in compliance with the Texas Open Meetings Act. The agenda should be prepared by the Chair and the department director or staff person assigned to the board or commission. Any two board members may submit items to the chair and staff liaison for consideration on an agenda. Items listed on the agenda shall be specifically worded for each item to be discussed/considered and/or voted upon. Generally, the order of the agenda shall be as listed below.

1. Call to Order
2. Roll Call
3. Petitions and Requests from the public.
4. Approval of Minutes
5. Individual Agenda items to be discussed and/or considered should be listed out separately on the agenda.
6. Items of Community Interest
7. Adjournment

Meeting Attendance. Every board or commission member is expected to maintain a suitable attendance record. It is important to keep in mind that attendance is very important to the board or commission. Because attendance is important, the City Council has adopted an attendance policy of no more than three (3) consecutive absences without an excuse for regular board or commission members. If a member does not follow the attendance policy set for the board, or commission, the member can be removed from service by a majority vote of the City Council.

Working with City Staff. Each board or commission member is encouraged to work closely with City staff assigned to that board or commission. City staff members are assigned to provide general assistance, such as preparation of agenda materials and general review of department programs and activities, and to perform limited studies and other services. If any person serving on a board or commission has a complaint regarding a city employee, the member should address it with the Mayor and the City Manager.

Tie Votes. Matters voted on by boards, commissions which end in a tie-vote, regardless of the cause, shall be considered a denial.

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Alvin and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Alvin City Council, boards and commissions.

2. **Comply with the Law.** Members shall comply with the laws of the nation, the State of Texas and the City of Alvin in the performance of their public duties. These laws include, but are not limited to: the United States and Texas constitutions; the Alvin City Charter; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, open processes of government, and City ordinances and policies.

3. **Conduct of Members.** The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public. Members should dedicate themselves to the highest ideals of honor and integrity in all public and personal relationships.

4. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council and boards and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff, even when the member has voted in the minority.

5. **Conduct of Public Meetings.** Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.

6. **Conduct Business in Open.** Members shall conduct business in open and publicized meetings in order to be transparent to the citizens of Alvin. It is recognized that certain exceptions are made by the State for closed sessions and any action as a result of that type of meeting will be addressed in the open session as noted on the agenda. Communications made during a public meeting or closed session are subject to the Texas Public Information Act. Members will not use “electronic communication devices” to communicate either internally or externally during meetings.

7. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

8. **Communication.** Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision-making process. Members will not

withhold information that is pertinent to the decision-making process.

9. **Use of Electronic Devices.** Members will not use electronic devices other than what is necessary for conducting business during a meeting. Members will not text, email, make phone calls, use social media, or play games during the course of a meeting. Members shall not communicate or participate in a discussion with a quorum of the city council relative to city business via electronic mail, text or other social media tool. Use of personal emails, cell phones or computers may subject members to Public Information Act disclosure requirements.

10. **Smoking or Use of Tobacco Products.** Members will not smoke or use tobacco products, electronic cigarettes and/or smokeless tobacco during the course of a meeting.

11. **Use of Alcohol.** Members shall not be impaired due to the use of alcohol prior to or while conducting city business in a meeting.

12. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts, and they shall abstain from participating in deliberations and decision-making where conflicts may exist, because these areas WILL exist. When these issues arise, it is simply imperative that we mitigate those issues appropriately.

13. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

14. **Confidential Information.** Members shall respect the confidentiality of information concerning the property, personnel, or affairs of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal, financial, or other private interests. A member shall not intentionally or knowingly disclose any confidential information gained by reason of said official position concerning the property, operations, policies or affairs of the city.

15. **Use of Public Resources.** Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

16. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear or speak specifically on behalf of the private interests, including both private and nonprofit entities, of third parties before the Council or any board, commission or proceeding of the City in, nor shall members of boards or commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

17. **Advocacy.** Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state that they do not represent their body or the City of Alvin, nor will they allow the inference that they do.

18. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Alvin city government as outlined by the Alvin City Charter. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Except as provided by the City Charter, members therefore shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.

19. **Independence of Boards and Commissions.** Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

20. **Positive Workplace Environment.** Members shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction or comments to staff.

21. **Political Endorsements.** When endorsing a candidate for any elected office publicly, members will not use their title as a councilman, board or commission member nor use a city meeting forum to endorse a candidate. Council is prohibited from endorsing any candidate for city elections as it is deemed inappropriate.

22. **Implementation.** As an expression of the standards of conduct for members expected by the City, the Alvin Code of Conduct is intended to be self-enforcing. It therefore is most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, code of conduct standards shall be included in the regular orientations for candidates for City Council, applicants to board and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Alvin Code of Conduct. The City Council shall consider recommendations from boards and commissions and Council Members and update it as necessary.

23. **Compliance and Enforcement.** The Alvin Code of Conduct expresses standards of ethical conduct expected for members of the Alvin City Council, boards and commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

    The chairs of boards and commissions and the mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Conduct are brought to their attention. The second in line, when the mayor’s or chair's actions come into question, would assume the duty of intervening. The City Council may impose sanctions on members whose conduct does not comply with the City's Code of Conduct, such as reprimand, formal censure, loss of seniority or committee assignment.

APPENDIX A

PLANNING COMMISSION	
PURPOSE	Advise Council regarding the master plan for the physical development for the city.
NUMBER OF MEMBERS	No less than 5, no more than 11 (Council Preference = 7)
MEMBER ELIGIBILITY REQUIREMENTS	Resident of the city.
TERM	3-year term
MEETING TIME	3rd Tuesday of each month at 6:00 p.m.
DUTIES	Review and approve plans, plats, replats, and subdivisions. Annually submit recommended Capital Improvements for budget consideration.
OTHER INFORMATION	*See* City of Alvin Charter, Article VIII, Section 1-7
Created by City Charter	

PARKS AND RECREATION BOARD	
PURPOSE	Advise Council concerning the acquisition, development, improvement, equipment and maintenance of all parks and public playgrounds, and recreational facilities owned or controlled by the city within and without the corporate limits
NUMBER OF MEMBERS	No less than 7, no more than 9 (Council preference = 7)
MEMBER ELIGIBILITY REQUIREMENTS	Members shall be qualified voters of the city and who have resided within the city for a period of not less than six (6) months immediately preceding their appointment
TERM	2-year term.
MEETING TIME	1st Tuesday of each month at 6:30 p.m.
DUTIES	Work in an advisory capacity to the city council concerning the acquisition, development, improvement, equipment and maintenance of all parks and public playgrounds, and recreational facilities owned or controlled by the city within and without the corporate limits
OTHER INFORMATION	*See* City of Alvin Charter, Article IX. Parks and Recreation, Section 1-6
Created by City Charter	

CHARTER REVIEW COMMISSION

PURPOSE	Commission shall submit its report to the City Council within six (6) months of the date of its appointment, recommending amendments to the City of Alvin Charter.
NUMBER OF MEMBERS	7 members
MEMBER ELIGIBILITY REQUIREMENTS	Resident of the city.
TERM	Council shall appoint a Charter Review Commission every four (4) years, but not earlier than two (2) years.
MEETING TIME	As determined by each Charter Commission once they are appointed.
DUTIES	Work in an advisory capacity to the city council concerning updates, revisions, and amendments to the City Charter document.
OTHER INFORMATION	*See* City of Alvin Charter, Article XI, Section 16
Created by Charter	

SENIOR CITIZENS BOARD

PURPOSE	To promote year-round recreational and educational activities and facilities for adults fifty (50) years or more of age, and their spouses (regardless of age), living in the Alvin area; To encourage personal independence and community involvement of senior citizens; To enhance the quality
NUMBER OF MEMBERS	7 members
MEMBER ELIGIBILITY REQUIREMENTS	*There are no minimum requirements to serve on this board.*
TERM	2-year terms, terms shall be staggered, and to that end the initial terms of three (3) members shall be for one year from the date of appointment and the initial terms of four (4) members shall be for two (2) years from the date of appointment.
MEETING TIME	2nd Monday of each month at 9:00 a.m.
DUTIES	To act as a liaison between the senior citizens of the community and the city and cooperate with and coordinate activities and programs with the Senior Center Director.
OTHER INFORMATION	*See* City of Alvin Code of Ordinances, Chapter 2 Article I, Section 2-20.3
Created by Ordinance	

BUILDING BOARD OF ADJUSTMENT AND APPEALS	
PURPOSE	To hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of the adopted International Residential Code.
NUMBER OF MEMBERS	5 members
MEMBER ELIGIBILITY REQUIREMENTS	*There are no minimum requirements to serve on this board.*
TERM	2-year terms
MEETING TIME	As needed
DUTIES	Work in an advisory capacity to the city council concerning recommendations for variance requests.
OTHER INFORMATION	*See* City of Alvin Code of Ordinances, Chapter 5, Section 5-23
Created by City Ordinance; as a condition of the adopted 2018 International Residential Code; with Amendments	

LIBRARY BOARD	
PURPOSE	Management and direction of all matters pertaining to such library.
NUMBER OF MEMBERS	At least 5 members – no more than 7
MEMBER ELIGIBILITY REQUIREMENTS	At least five (5) members must reside within the corporate limits of the city and shall have resided within the corporate limits of the city for at least one year preceding their appointment. Two (2) members may be appointed from the Alvin area in Brazoria County, provided that such members have resided within such area for at least one year preceding their appointment.
TERM	3-year term, staggered
MEETING TIME	Quarterly, 1st Thursday of those months
DUTIES	Work in an advisory capacity to the city council concerning the library operations, property, events and contracts and other matters related thereto.
OTHER INFORMATION	*See* City of Alvin Code of Ordinances, Chapter 2, Article IV, Sections 2-38 through 2-43.
Created by City Ordinance	

ANIMAL SHELTER ADVISORY BOARD	
PURPOSE	To provide guidance to the animal shelter and liaison between the community, shelter and Council. To assist in complying with requirements of Texas Health and Safety Code.
NUMBER OF MEMBERS	6 members
MEMBER ELIGIBILITY REQUIREMENTS	At least one (1) licensed veterinarian One (1) city official One (1) person whose duties include the daily operation of an animal shelter One (1) representative from an animal welfare organization Two (2) citizens who will reside within the city limits of Alvin
TERM	Each member shall serve a three (3) year term provided, however, upon initial creation of the Committee the two (2) citizens who reside within the city shall be appointed to a two (2) year term. Thereafter, each member shall serve a staggered three-year term.
MEETING TIME	Shall meet at least 3 times a year, and on an as-needed basis
DUTIES	Work in an advisory capacity to the city council concerning Animal Shelter operations.
OTHER INFORMATION	*See* Texas Health and Safety Code, Chapter 823, Section 823.005
Created by Resolution 00-R-23, October 5, 2000.	

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Appendix B

Application to Serve on a Board or Commission

Name: ____

Physical Address: ____

Mailing Address (if different from above): ______________________________

Do you live within the City of Alvin Corporate City Limits Yes ____ No ____

Cell Phone #: ____________________ Home Phone # (if applicable): ____________________

E-mail Address: ____

Occupation: ____________________ Employer: ____________________

Appointed position desired (rank those that interest you 1st, 2nd, 3rd choice - Select only 3)

___ Animal Shelter Advisory Board
___ Parks Board
___ Building Board of Adjustments & Appeals
___ Planning Commission
___ Board of Ethics and Compliance
___ Senior Citizens Board
___ Cultural Diversity Awareness Commission
___Other__________________
___ Library Board

If asked to serve on a different board than you indicated, would you be interested? Yes__ No__

Have you ever served on the Alvin City Council? Yes ____ No ____

Have you served on an Alvin City Board, Commission, or Committee? Yes ____ No ____

If so, list: ____

Have you attended/graduated from the Alvin Citizens Academy? Yes__ No__ Year____

How long have you been a resident of Alvin? __________________Years

How long have you been a resident of Texas? __________________Years

Are you a Registered Voter? Yes ____ No ____

By applying to serve on a Board or Commission you recognize that serving on a board or commission can be time consuming. Most meetings are held monthly, and you are committed to attending all regularly scheduled meetings. ☐

Please specify any time constraints you may have ______________________________

Optional Information:

Race/Ethnicity ☐ Asian or Pacific Islander ☐ African American ☐ American Indian ☐Caucasian ☐ Hispanic ☐ Prefer not to Answer ☐ Not listed ____________________

Gender ☐ Male ☐ Female   Date of Birth ____________________

Please check all that apply:
☐ You are a property owner within the City of Alvin
☐ You or a family member own a local business in the City of Alvin

Tell us a little about yourself and why you would like to serve:

What inspired you to apply to serve on a board or commission?

Please list any Civic or Community Endeavors in which you have been involved:

What will make you a good board member? Include any special knowledge, education, or experience.

Please list any other additional information you think is relevant for City Council to know about you:

I authorize the release of my personal information: Yes ____ No ____

I understand that I will be required to attend a brief interview with members of city council regarding my interest in serving on a board or commission for the City of Alvin and will be required to attend the meeting at which such appointments shall be made. The City Secretary will inform me of said dates and times.

I understand that appointments are solely at the discretion of city council and that this form is not the only basis of candidate selection. If appointed, I will accept the position and faithfully serve to the best of my ability. I understand that information provided in this document is subject to the Public Information Act and phone number and/or email address may be listed as contact information for said board/commission to which appointed.

Signed: ____________________ Date: ____________________

Please Return to the City Secretary's Office. This form will be retained for one year.
216 W. Sealy St. Alvin, Texas 77511; Ph:281-388-4255; CitySecretary@cityofalvin.com

Application to Re-Serve on a Board or Commission

Name: ____________________ Date: ____________________

Physical Address: ____

Cell Phone #: ____________________ Home Phone (if applicable): ____________________

Email Address: ____

Employer: ____________________ Occupation: ____________________

Reason(s) you wish to Continue Serving: ______________________________

Currently serving on the following Board or Commission for which I am re-applying:

___ Animal Shelter Advisory Board
___ Parks Board
___ Building Board of Adjustments & Appeals
___ Planning Commission
___ Board of Ethics and Compliance
___ Senior Citizens Board
___ Cultural Diversity Awareness Commission
___Other__________________
___ Library Board

Have you missed any Board or Commission meetings this past year? If so, how many? __________

Additional comments: ____

I authorize the release of my personal information: Yes ____ No ____

I understand that I will be required to attend a brief interview with members of city council regarding my interest in serving on a board or commission for the City of Alvin and will be required to attend the meeting at which such appointments shall be made. The City Secretary will inform me of said dates and times.

I understand that appointments are solely at the discretion of city council and that this form is not the only basis of candidate selection. If appointed, I will accept the position and faithfully serve to the best of my ability. I understand that information provided in this document is subject to the Public Information Act and phone number and/or email address may be listed as contact information for said board/commission to which appointed.

Signed: ____________________ Date: ____________________

Please Return to the City Secretary's Office. This form will be retained for one year.
216 W. Sealy St. Alvin, Texas 77511; Ph:281-388-4255; CitySecretary@cityofalvin.com

AGENDA COMMENTARY

Meeting Date: 9/21/2023

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider Ordinance 23-AA, amending Chapter 2, Administration, Article I - In General, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the appointments and introducing term limits on the Alvin Senior Citizens Board; providing for severability; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: This ordinance is amending Chapter 2 Administration - Artilce - 1 - Section 2-20.3 Senior citizens board stemming from the board and commission discussion had with council and staff at the September 7, 2023 council meeting.

At this time, this is the only section within the Code of Ordinances that needs to be amended. The Planning Commission, Parks Board, and Charter Review Commission are listed within the Charter. To note, staff found that the requirements of the Parks Board were also comprised within Chapter 16 1/2 of the Code, mirroring the Charters language. Staff will ask the Charter Review Commission to look at removing the Parks Board requirements from the Charter, which would ultimately be placed on the May 2024 ballot for voter consideration. If said amendment is approved, an amendment to Chapter 16 1/2 to incorporate the unification changes will be brought before City Council for consideration after the election.

The changes to Section 2-20.3 Senior citizens board are:

- adding language to implement term limits, allowing members to serve a maximum of three consecutive two-year terms, abstaining from service on this board for one term (equivalent to two years) before being eligible to reapply. Said term limits will commence with December 2023 appointments moving forward.
- Removing outdated language
- Adding in additional language that absences from 3 consecutive meetings without excuse makes a member subject to dismissal. This provision is included in the criteria for other boards and commissions, ensuring that the board requirements align with those of all other boards and commissions, as previously discussed. Please note that this board does not impose residency requirements, given that the Alvin Senior Center serves the broader community beyond the city boundaries of Alvin. This ordinance amendment has no impact on this aspect.

Staff recommends approval of Ordinance 23-AA.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** 9/18/2023 SLH
Finance Review Required: N/A X Required __ **Date Completed:** ________

Supporting documents attached:

1. Ord 23-AA; Senior Citizens Board

Recommendation: Move to approve Ordinance 23-AA, amending Chapter 2, Administration, Article I - In General, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the appointments and introducing term limits on the Alvin Senior Citizens Board; providing for severability; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: __
Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Attorney, if applicable: X
Reviewed by City Manager, if applicable: X

ORDINANCE NO. 23-AA

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE I – IN GENERAL OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING APPOINTMENTS AND INTRODUCING TERM LIMITS TO THE SENIOR CITIZENS BOARD, PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That Chapter 2, Administration, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

CHAPTER 2, ADMINISTRATION

ARTICLE I. IN GENERAL

Sec. 2-20.3. Senior citizens board.

(a) *Creation; number; appointment; vacancies.* *Membership.* There is hereby created a senior citizens board to be comprised of seven (7) members. Members of the board shall be appointed by a majority vote of the city council ~~mayor subject to the approval of the council by a majority vote.~~. Applicants to the Board should follow the guidelines adopted through the Board and Commission Handbook. Membership shall be accompanied by active participation in the activities of the board, any member who is absent from three (3) consecutive regular meetings without reason, is subject to dismissal from the board. Vacancies on the board shall be filled according to the same procedure.

(b) *Terms.* Subject to the initial terms of appointment, members of the senior citizens board shall be appointed for a term of two (2) years. Board members are limited to serving a maximum of three (3) consecutive terms. After said term limit is met, member shall not seek appointment on said board for one (1) full term (2 years), after which time the individual can seek reappointment to the senior citizens board. The counting of term limits shall commence with the appointments scheduled for December 2023. ~~The terms of the member's positions shall be staggered, and to that end the initial terms of three (3) members shall be for one year from the date of appointment and the initial terms of four (4) members shall be for two (2) years from the date of appointment.~~

. . .

Section 2. That except as amended herein all other provisions of Chapter 2 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 4. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Incorporation into Code of Ordinances. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition, amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 7. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter.*

PASSED and APPROVED on the 21st day of September 2023.

THE CITY OF ALVIN, TEXAS

By:______________________________
Gabe Adame, Mayor

ATTEST

By:__________________________________
Dixie Roberts, City Secretary

AGENDA COMMENTARY

Meeting Date: 9/21/2023

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider the cancellation of the October 5, 2023, City Council meeting.

Type of Item: Action Item

Summary: A majority of the members of City Council will be attending the Texas Municipal League Annual Conference in Dallas and will not be able to attend the meeting scheduled for October 5, 2023.

Funding Expected:	Revenue _ Expenditure _ N/A X	**Budgeted Item:**	Yes __ No _ N/A X
Funding Acount: ____	**Amount:** ____	**1295 Form Required?**	Yes __ No X
Legal Review Required:	N/A __ Required X	**Date Completed:**	9/12/2023 SLH
Finance Review Required:	N/A X Required __	**Date Completed:**	__________

Supporting documents attached:
None

Recommendation: Move to approve the cancellation of the October 5, 2023, City Council meeting.

Reviewed by Department Head, if applicable: _
Reviewed by Chief Financial Officer, if applicable: _
Reviewed by City Attorney, if applicable: X
Reviewed by City Manager, if applicable: X

AGENDA COMMENTARY

Meeting Date: 9/21/2023

Department: Finance

Contact: Michael Higgins, Director of Administrative Services

Agenda Item: Consider the approval of the annual windstorm and hail coverage renewal for Fiscal Year 2024; and authorize the City Manager to sign the Proposal Acceptance Form and the Windstorm Quote.

Type of Item: Resolution

Summary: Summary: Windstorm insurance is property and casualty insurance that specifically covers loss due to damage by high winds: i.e., hurricanes and hail damage. The City's general property and liability insurance provider, Texas Municipal League – Intergovernmental Risk Pool), does not offer windstorm and hail coverage to coastal counties. The City of Alvin is located in Brazoria County, which is a coastal county. The City's current underwriting manager in placing windstorm coverage is Victor Insurance Managers, Inc (VIM). The current (annual) windstorm policy for FY23 expires October 1, 2023, and the City's total scheduled assets to cover is $64,582,277.

Victor Insurance Mangers, Inc. canvassed the open marketplace and initially approached 27 different carriers on behalf of the City of Alvin. Each carrier modeled and reviewed multiple layers (i.e., primary, buffers, and excess), as well as various terms (deductibles, extensions of coverage, etc.) in an attempt to yield the most competitive placement available. As a reminder, the Texas Windstorm Insurance Association (TWIA) does not cover properties that do not already have WPI8 wind certifications and if there is a quote in the open market. The City of Alvin has therefore been obtaining insurance through private carriers in the open market.

The initial quote (Option 1) only provided $5,000,000 of 'certain' asset coverage in the amount $452,908.77. The deductible also increased from $100,000 to $250,000. During this process, VIM also notified staff that the Texas Windstorm Insurance Association (TWIA) will cover items that open market insurance carriers will not cover. The total amount of this added TWIA coverage is $8,568,000 in property value at a total cost of $89,832. As a result, the total FY24 cost for Option 1 is **$542,740.77**.

As in FY23, staff asked VIM to obtain excess coverage quotes for the value coverage difference. In FY23, the City added $20,000,000 in *additional* coverage at a cost of $255,915.84. This resulted in a total premium of $595,846.61 for $25,000,000 in total asset coverage. For FY24, this excess coverage quote has not been received as of the date of writing this agenda item.

A second quote (Option 2) was later received from Compo/Navigators/Axis, also covering $5,000,000 in property assets, at a total price of **$539,445.66** with a deductible of $250,000. However, this quote will cover all assets, less the deductible. Since this policy will cover all assets, the added TWIA coverage is not available. As noted above, the added excess coverage quotes have not been received as of the writing of this agenda item.

There are two final comments regarding the policy. The first is the excess coverage timing and the expected cost of the quote. VIM has advised staff that the excess coverage quotes are usually good for 5 days from the date of receipt. Depending on the timing and cost for the added coverage quotes, a special council meeting date may be needed to add the excess coverage. The other comment is the policy coverage period. In FY23, staff had been in contact with VIM regarding changing the renewal period to a more suitable time period such as May-April. This would allow the quotes to be obtained in April when there is more inventory, or capacity, of available insurance policies, and when the quote process is not during the prime season for hurricanes. VIM has since advised staff that changing the policy coverage period is very costly and insurance carriers are not allowing the change of policy periods. The other option was to request quotes for a shorter-term policy such as October-April, and then to reset the policy period to a new 12-month policy period from May-April. VIM has advised staff that insurance carriers are not offering a short-term policy. To combat this issue, staff has asked for VIM to research the option to obtain a secondary policy where certain high-end or more costly properties are transferred over to a new policy with a May-April coverage period and possibly at a lower premium. These items are still up for discussion at the time of writing this agenda item.

Windstorm & Hail Coverage Options (Oct 1, 2023 – Sept 30, 2024)

Option #	Carriers	Total Limit	Deductible	Premium
1	Ventus TWIA	$5,000,000 $8,568,000 **$13,568,000**	5% Named Storm/ $250,000 per occurence Hail/Wind $250,000	$452,908.77 $89,832.00 **$542,740.77**
2	Compo (50%) Navigators (25%) Axis (25%)	$5,000,000	5% Named Storm/ $250,000 per occurence Hail/Wind $250,000	**$539,445.66**

Staff is recommending Option #1, which covers assets of $13,568,000, less the deductible, Ventus/TWIA for a total cost of **$542,740.77,** with the notation that the excess coverage policy quotes may be provided to City Council at a later date and the possibility of amending the policy in FY24 based upon the additional criteria mentioned above.

Funding Expected: Revenue _ Expenditure X N/A __ **Budgeted Item:** Yes X No _ N/A _

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No __

Legal Review Required: N/A __ Required X **Date Completed:** 9/18/2023 SLH

Finance Review Required: N/A __ Required X **Date Completed:** 9/16/23 MH

Supporting documents attached:
1. Victor Compliance
2. Proposal Recap
3. Quote - Ventus

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4. Sample Policy - Ventus
5. City of Alvin - SOV - Ventus with Exclusions

Recommendation: Move to approve the annual windstorm and hail coverage renewal for Fiscal Year 2024 with Ventus/TWIA for a total cost of **$542,740.77**; and authorize the City Manager to sign the Proposal Acceptance Form and the Windstorm Quote.

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X
Reviewed by Chief Financial Officer, if applicable: X
Reviewed by City Manager, if applicable: __x

RE: Engagement Letter and Confirmation to Seek Insurance Proposal(s)

We would like to thank you for your interest in our services to meet your company's insurance needs. We greatly appreciate your business and the opportunity to serve you.

By this Engagement Letter, you are authorizing Victor Insurance Managers Inc to seek proposals for the following lines of coverage from the following insurers:

Line of Coverage	Insurance Company	Intermediary
Windstorm	Ventus	CRC

For each line of coverage above, the insurance company and the intermediary (if applicable) have been named above. Intermediaries would be used because of their beneficial access to the desired insurance company.

In authorizing us to approach these markets for your insurance needs, you have further directed Victor Insurance Managers Inc to disclose the following information as part of our negotiating process:

a. Disclose the names of the incumbent insurer and other prospective insurers to prospective insurer(s);

b. Provide a specific price, range of prices or prioritization of terms that you seek in purchasing insurance;

c. Disclose the structure, language and/or pricing of the expiring policy; and

d. Disclose aspects of the quote (including price, structure, and/or policy language) of a prospective insurer to other prospective insurer(s).

Additionally, the Texas Municipal League, of which your organization currently is a part, also may receive from, or share with, Victor certain of the above information.

If there are any other insurance companies you would like us to approach, please provide us with their names. If we do not hear otherwise, we will approach only the insurance companies listed above.

You understand and agree that in connection with performing the work relating to this Engagement Letter, Victor's aggregate liability to you arising out of or relating in any way to the services we will provide you pursuant to this authorization will not exceed one million dollars ($1,000,000). This Engagement Letter will be governed by the laws of the State without regard to choice of law principles, and this paragraph applies to the fullest extent permitted by applicable law and to all causes of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

If you wish to discuss any of your commercial insurance coverage(s), please feel free to contact our office at (800) 284-4747.

Thank you very much for the opportunity to be of service.

Sincerely,

Belinda G Wallace

Belinda G Wallace
Account Executive/Asst Vice President

*

Role and Compensation Disclosure

Victor Insurance Managers Inc. facilitates the placement of insurance coverage on behalf of our clients. Please note we may provide these insurers additional services which may include underwriting, billing and premium collection.

In accordance with industry custom, we are compensated through commissions that are calculated as a percentage of the insurance premiums charged by insurers. We may also receive additional monetary and nonmonetary compensation from insurers, or from other insurance intermediaries, which may be contingent upon volume, profitability, or other factors. This compensation may include payment from insurers for marketing related expenses or investments in technology. Our compensation may vary depending on the type of insurance purchased and the insurer selected. We will provide you additional information about our compensation and information about alternative quotes, upon your request. You may obtain this information by contacting Victor management by email at Victor.Public@victorinsurance.com.

In this transaction, Victor is acting as an insurance producer for the insurers. In addition, we may utilize an intermediary, managing general agent or wholesaler to gain access to insurers that we do not have direct access to in the insurance marketplace.

Where permitted by law, Victor may also earn and retain interest income on premiums held by Victor on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer.

Marsh & McLennan Companies, Inc. and its subsidiaries, which include Victor Insurance Managers Inc. own equity interest in certain insurers and wholesaler brokers. Information regarding such interests is available at http://global.marsh.com/about/transparency.php.

*

Victor Insurance Managers LLC
Windstorm & Hail Proposal

City of Alvin

October 1, 2023 to October 1, 2024

Option	Carrier	Property Type	Limit	Coinsurance	Valuation Basis	Deductible (Per Occurrence)	Premium	Policy/ Inspection Fee	Surplus Lines Taxes & Fees	Total Policy Cost
1	Ventus Risk Management Inc	Commercial	$5,000,000 per occurrence	90%	Replacement Cost	Named Storm - 5% per occ/$250,000 per occ min All Other Wind/Hail - $250,000	$400,000.00	$31,650.00	$21,258.77	**$452,908.77**
	Texas Windstorm Insurance Association (TWIA)	Commercial	$8,568,000	80%	Replacement Cost	5% per scheduled item/per occurrence	$89,832.00	N/A	N/A	**$89,832.00**

TOTAL COST FOR OPTION 1 - <u>$542,740.77</u>

<u>HURRICANE SEASON IS FROM JUNE 1 – NOVEMBER 30</u>

(refer to Designated Named Storms)

PROPOSAL ACCEPTANCE FORM

This form must be signed and returned to Victor Insurance Managers LLC. no later than **Sept 15, 2023**.

Please Return To:

Victor Insurance Managers Inc.
500 Dallas, Ste 1400
Houston, TX 77002
Phone: (713) 787- 2405
Belinda.Wallace@victorinsurance.com

PREMIUM PAYMENT

Windstorm & Hail Coverages Accepted

Selection	Option #	Total Limit	Premium
☐	1	13,568,000	$542,740.77

By accepting this proposal, you acknowledge and understand a minimum policy premiums may apply, you have met all eligibility requirements regarding flood coverage at certain locations and you have reviewed the windstorm location's schedule and are in agreement with the locations and limits used in this proposal .

I, the undersigned, as an authorized representative of:

City of Alvin

do hereby accept on behalf of the above named political subdivision the portions of the proposal as indicated above.

Signature of Authorized

Official:______________________________________

Title:____

Date:____

TMLIRP OFFICE USE ONLY

Contribution:______________ Verified by:__________________ Contract #:____________

☐ New Member ☐ Member Re-awarding ☐ Member Adding Coverage

CRC Group

10375 Richmond Ave. Suite 500
Houston, TX 77042

Belinda Wallace
Victor Insurance Managers Inc.
500 Dallas Street Suite 1400
Houston, TX 77002

City of Alvin, Ref# 11429993-A
Proposed Effective 10/1/2023 to 10/1/2024

We are pleased to confirm the attached quotation being offered with Arch Specialty Insurance Company. This carrier is Non-Admitted in the state of TX. Please note that this quotation is based on the coverage, terms and conditions as stated in the attached quotation, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted as per the attached and those terms originally requested. The attached quotation may not be bound without a fully executed CRC brokerage agreement.

NOTE: The Insurance Carrier indicated in this quotation reserves the right, at its sole discretion, to amend or withdraw this quotation if it becomes aware of any new, corrected or updated information that is believed to be a material change and consequently would change the original underwriting decision.

Should coverage be elected as quoted per the attached, Premium and Commission are as follows:

Premium:	$400,000.00
Policy Fee	$750.00
Broker Fee	$30,000.00
Inspection Fee	$550.00
Catastrophe Fee	$350.00
Surplus Lines Tax	$20,935.03
Stamping Office Fee	$323.74
Grand Total:	$452,908.77

Option to Elect Terrorism Coverage

TRIPRA Premium: APPLIES $3,129.00
Additional Taxes: $154.09
Total Including TRIA(if elected) $456,191.86

Broker Fees & Policy Fees are Fully Earned at Binding

NOTE: If insured is located outside your resident state, you must hold appropriate non-resident license prior to binding.

If Non Admitted the following applies:

Texas Tax Filings are the responsibility of: CRC

Guaranty Fund Nonparticipation Notice

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Agent: CRC Insurance Services, License#18530

Address: 1 Metroplex Drive, Suite 400, Birmingham, AL 35209

The Texas Department of Insurance (TDI) has adopted amendments to the Texas Administrative Code regarding required complaint notices included in insurance policies. These changes were effective on November 4, 2019, and must be implemented no later than May 1, 2020.

Upon requesting quotes and/or placement for the coverage listed herein, the producing retail broker hereby confirms that he/she has performed any and all diligent searches, as may be required by statute, for coverage through licensed carriers or other means of placement, <u>and as necessary maintain proof of declination</u>. Where allowed by governing statutes, "diligent effort" may not require an actual physical search and declination on each risk, but may be based on the retail producing broker's own experience, opinion and overall knowledge of acceptability in the admitted marketplace.

Ventus Risk Management Inc.
(as agent for the carriers scheduled within)
PO Box 25004
Columbia, SC 29224

Quote - Commercial Property Coverage

To
Masha Austin
CRC Insurance Services, LLC
10375 Richmond Ave, Suite 500
Houston, TX 77042

Licensed Broker
Justin Purdy
License Number: 1481432

Named Insured:	City of Alvin 216 W Sealy St Alvin, TX 77511
Quote Number:	98082
Renewal of Policy:	VETPF03704220
Policy Period:	October 1, 2023 to October 1, 2024 (12:01 AM at insured's mailing address)

We hereby quote our terms and conditions as stated below. This quotation is made subject to the Policy Forms and Policy Conditions described herein.

Please review this quote carefully, as terms and conditions may differ from those requested. This quotation will be honored until the earliest of either i) thirty (30) days from the date of issuance or ii) the proposed effective date for the policy, as indicated in the Policy Period above. After this date the underwriter may, at his/her sole discretion, extend this quotation or offer a revised quotation based on updated information.

Please note that all binding authority remains with Ventus Risk Management, Inc.

Summary of Premium and Fees

Commercial Property	$400,000
Equipment Breakdown	Excluded
Terrorism	Excluded
Total Premium	**$400,000**
Inspection Fees	550
Modeling Fees	350
Total Premium and Fees	**$400,900**

The premium shown above does not include surplus lines tax, surplus lines stamping fees or state assessments. The policy is subject to a minimum earned premium. Inspection fees and policy fees are fully earned at policy inception.

Quote Number: 98082

Carriers	Coverage is provided by the following carriers, with the respective shares as shown:

Carrier Name	AM Best Rating	Percentage
Arch Specialty Insurance Company	A+ (Superior)	73.0%
Underwriters at Lloyds:		
RNR 1458, UMR B1776BP202321P	A (Excellent)	20.0%
AAL 2012, UMR B1776BP202320P	A (Excellent)	5.6%
ASL 1955, UMR B1776BP202320P	A (Excellent)	1.4%

Coverage Form | Building and Personal Property Coverage Form

Covered Perils | Direct physical loss of or damage to covered property caused by Windstorm or Hail, as defined in Causes of Loss - Windstorm or Hail Only Form.

TIV | The Total Insured Values for the policy, as per the SOV provided and on file with Ventus Risk Management, consist of the following:

Building	42,432,530
Appurtenant Structures	3,998,765
Contents	5,816,101
Business Interruption	0
Total	$52,247,396

Limits of Liability | $5,000,000 Primary layer

Subject to the location-specific and coverage-specific limits shown in the Schedule of Locations, available here:
Link: **https://storage.ventusrisk.com/SQkUGtr5RuZaec6VcXJ3Zt**
PIN: **7ADFN2**

Coinsurance | 90%

Claim Valuation | Replacement Cost (RC)

Margin Percentage | 100%

Business Interruption | Excluded

Windstorm/Hail | Included, subject to the following deductibles:

Named Storm:	5%, Per Occurrence
All Other Windstorm/Hail:	$250,000

Earthquake | Excluded

Flood | Excluded

Property Enhancement Endorsement | Coverage enhancements are provided in the Property Enhancement Endorsement. See the Property Enhancement Endorsement Schedule of Sub-limits, attached.

Quote Number: 98082

Ordinance or Law	Coverage A:	Included in Building Limit
	Coverage B & C Combined:	5% per building Subject to maximum of $250,000 per building Within the Building Limit
	Coverage D:	Excluded
Terror	Excluded	
Minimum Earned Premium	20%, subject to increase if the policy is in force at any time during the wind season, as detailed in VT01291119.	
Equipment Breakdown	Excluded	

Policy Conditions

Description	**Applicable Buildings (Location # - Building #)**
Roof surface has been completely replaced within the past 15 years.	All
There are no Exterior Insulation Finishing System (EIFS) or Dryvit construction elements present on any building, unless for decorative purposes only	All
New Location(s) added to this Policy will be subject to underwriting review and may be subject to separate rating and/or require higher deductibles	All
$250k Minimum per Occurrence applies to % Named Storm Deductible	All

Quote Number: 98082

REQUEST TO BIND COVERAGE

If coverage is desired, please review the information and instructions below and submit a written request to bind coverage, along with all required documentation, to sofie.myers@ventusrisk.com. Failure to return all required documentation may result in our refusal to bind coverage or cancellation of the issued policy.

Required documentation includes the following:

a. Signed SOV: A Statement of Values, signed and dated by the insured, or a completed ACORD application, signed and dated by both the insured and the producing agent.

b. Terror Coverage Election: A completed Terrorism Coverage Notice form, in which the insured accepts or rejects terrorism coverage, signed and dated by the insured.

c. Loss Runs: At least three (3) years of currently valued, hard copy loss runs are required prior to binding. Updated company hard copy loss runs are required if any claim or notice of loss has occurred since the date on the hard copy loss runs previously provided. Please note that we reserve the right to revise the quotation based on updated loss runs received.

d. Inspection Contact: All bound accounts where we provide either primary limits or full limits of insurance will be inspected. To expedite scheduling, we require an inspection contact name, phone number and email address prior to binding. Please note that if our inspection identifies material information not previously disclosed or building conditions that differ from the information previously provided, your policy may be subject to amended terms, increased premium or cancellation.

e. Representations and Warranties: A signed copy of the Representations and Warranties form.

By requesting to bind, the insured understands that the insurance companies listed as the carriers in this quotation issue policies on a surplus lines basis. In the event of insolvency of these companies, claims will not be paid by any state guaranty fund.

Quote Number: 98082

REPRESENTATIONS AND WARRANTIES

a. All information provided to us is accurate and fully represents the condition of the property to be insured, and the exposures to be covered, by the requested insurance policy. No material facts have been omitted or misstated.

b. All insurance claims, and circumstances that could give rise to an insurance claim, that have occurred in the past three years have been fully disclosed.

c. Any damage to property that was the subject of any previous insurance claim(s) has been fully repaired prior to the inception date of the insurance policy being requested, or the extent of the damage and the status of the repair has been fully disclosed to us prior to submitting the request to bind.

d. At the time the request to bind has been submitted to us, the insured property is free of any known damage, deficiency or state of repair that can reasonably be expected to give rise to an insurance claim, unless such damage, deficiency or state of repair has been disclosed to us.

e. No structural issues related to the property to be insured have been identified, reported or communicated to you by any structural engineers, surveyors, inspectors or contractors, either verbally or in written engineering reports, surveys or inspections. Failure to disclose structural issues known to you, or failure to provide any reports identifying structural issues to us upon request, shall void this insurance policy.

f. Any property currently undergoing construction, renovation or repair at the time the request to bind is submitted has been disclosed to us. All future renovations will be disclosed to us prior to commencement of construction work. We reserve the right to amend policy terms and conditions should the nature and scope of the construction warrant such changes.

g. Any information regarding roof age or year of roof replacement that is provided to us in the insurance application, insurance submission or Statement of Values accurately reflects the date the building was constructed and/or the date that the entire roof surface was replaced.

Insured: City of Alvin
Account ID: 254539

__________________________________ ________________
Signature of Representative for the Insured Date

____
Printed Name of Representative for the Insured

Quote Number: 98082

TERRORISM COVERAGE NOTICE

The Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Act Reauthorization Act of 2015 (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act 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 an air carrier or vessel 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.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal Act** as an act of terrorism. The policy's other provisions will still apply to such an act. **This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy**. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal Act. **The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during each Calendar Year**.

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed $100 billion during any Calendar Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed $100 billion, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds $100 billion.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

Please check one of the following:

________ I hereby elect to purchase terrorism coverage for a prospective premium (excluding taxes and assessments) of $3,129.

________ 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.

City of Alvin

______________________________ ______________________________

Name - Please Print *Date*

____

Signature

Quote Number: 98082

APPLICABLE COVERAGE FORMS

The following ISO and Ventus forms will be used for this policy.

Form #	Form Description
VTS009 0118	SCHEDULE OF SUBSCRIBING CARRIERS
VTCW06 0717	FOLLOW THE LEADER CLAUSE
VTCW07 0220	SEVERAL LIABILITY CLAUSE
VT0120 0521	DEFINITION OF OCCURRENCE
VT0200 0521	OCCURRENCE LIMIT OF INSURANCE ENDORSEMENT
VT0181 1222	WINDSTORM OR HAIL DEDUCTIBLE (BUILDING, CONTENTS AND BI)
CP0010 0607	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
VT0190 1122	CAUSES OF LOSS - WINDSTORM OR HAIL
VT0214 0521	COMMERCIAL PROPERTY CONDITIONS
VT0119 0116	COMMON POLICY CONDITIONS
VT0122 1219	PROPERTY ENHANCEMENT ENDORSEMENT
VT0142 0116	TOTAL LOSS ENDORSEMENT
VT0111 0116	ADDITIONAL PROPERTY NOT COVERED
VT0109 0716	ADDITIONAL COVERED PROPERTY
VT0242 0423	WINDOWS AND GLASS DOORS COVERAGE LIMITATION
VT0170 0423	PROTECTIVE SAFEGUARDS AND POLICY CONDITIONS
VT1036 0421	LIMITATION ON COVERAGE FOR ROOF SURFACING
VT1037 0421	ACV COVERAGE FOR ROOF SURFACING
VT1038 0421	ROOF SURFACING COSMETIC DAMAGE EXCLUSION
CP1209 0995	WINDSTORM PROTECTIVE DEVICES
VT0310 0821	APPRAISAL PROCESS ENDORSEMENT
VT0129 1119	MINIMUM PREMIUM ENDORSEMENT
VT0195 0819	ORDINANCE OR LAW ENDORSEMENT
VT0135 0116	PRIOR LOSS EXCLUSION ENDORSEMENT
VT0110 0116	ADDITIONAL POLICY EXCLUSIONS ENDORSEMENT
VT0113 0116	ASBESTOS AND TOXIC MATERIALS EXCLUSION
VT2121 0521	EIFS EXCLUSION ENDORSEMENT
VT0240 1220	PATHOGEN EXCLUSION
VT0143 0116	TOXIC DRYWALL EXCLUSION
VT0108 0521	ABSOLUTE POLLUTION EXCLUSION
VT0206 0618	EXCLUSION OF MALICIOUS USE OF NUCLEAR, BIOLOGICAL OR CHEMICAL WEAPONS
VT0244 0423	GEOMAGNETIC STORM EXCLUSION
VTCW01 0617	NOTICE TO POLICYHOLDERS - FRAUD NOTICE
VTCW02 1015	NOTICE TO POLICYHOLDERS - PRIVACY POLICY
VTTX01 0122	TX COMPLAINT NOTICE
VTPN001 0721	CLAIMS REPORTING FORM
00ML000300 0412	NOTICE TO POLICYHOLDERS - SERVICE OF SUIT
LMA5020	SERVICE OF SUIT CLAUSE
VT0243 0423	CHOICE OF LAW ENDORSEMENT
VTCW05 1220	NOTICE TO POLICYHOLDERS - OFAC
LMA3100	SANCTION LIMITATION AND EXCLUSION CLAUSE
00EXP012500 0606	TOTAL TERRORISM EXCLUSION

Draft Policy
A draft policy has been prepared containing all applicable policy forms at the time of generation of this quote. It can be downloaded here:

Link: **https://storage.ventusrisk.com/KoxYdKzTU8iAmPRoE8D4A5**
PIN: **58X845**

Note that the policy at the link above is only a draft. Terms are subject to change between now and policy issuance.

Quote Number: 98082

PROPERTY ENHANCEMENT ENDORSEMENT SCHEDULE

The sub-limits applicable to each coverage described in the Property Enhancement Endorsement are shown below. No coverage applies under this endorsement if the amount shown for the respective coverage is zero or if no amount is shown.

Building and BPP Coverages

Accounts Receivable	25,000
Debris Removal	
% of Loss	10
Maximum	50,000
Additional Limit	5,000
Fine Arts	10,000
Fire Department Service Charges	10,000
Fraud and Deceit	5,000
Fungus, Wet Rot, Dry Rot and Bacteria	
Per Occurrence	10,000
Aggregate	25,000
Limited Pollution Coverage (Annual Aggregate)	10,000
Outdoor Property	
Per Item Limit for Plants, Trees and Shrubs	250
Aggregate Limit	25,000
Preservation of Property (Days)	180
Professional Fees for Claim Preparation (Annual Aggregate)	25,000
Recharging of Fire Extinguishing Equipment	25,000
Reward Reimbursement	5,000
Service Interruption Direct Damage	
Direct Damage Limit	25,000
Combined Direct Damage and Time Element Limit	0
Sewer, Drain or Sump Backup or Overflow	10,000
Transit	10,000
Valuable Papers and Records	25,000

Policy of Insurance

Ventus Risk Management, Inc.
as agents for the Carriers scheduled within

Ventus Risk Management, Inc.
P.O. Box 25004
Columbia, SC 29224

This Policy Jacket, together with a declaration, coverage part, policy provisions and endorsements, if any, issued to form a part thereof, completes this Policy.

CONTENTS

This document is for informational purposes and is not a valid policy.

Ventus Risk Management Inc.

(as agent for the carriers scheduled within)
P.O. Box 25004
Columbia, SC 29224

COMMON POLICY DECLARATIONS

Insured Name and Address
City of Alvin
216 W Sealy St
Alvin, TX 77511

Surplus Lines Agent Name and Address
CRC Insurance Services, LLC
10375 Richmond Ave, Suite 500
Houston, TX 77042
Justin Purdy
License Number: 1481432

Policy Number: VENTUS-DRAFT-000098082
Renewal of Policy: VETPF03704220
Policy Period: October 1, 2023 to October 1, 2024 (12:01 AM at insured's mailing address)

Description of Business:

In return for the payment of premium, and subject to all terms of this policy, we agree with you to provide insurance as stated in this policy.

This policy consists of the following coverage parts for which premium is indicated. This premium may be subject to adjustment.

Coverage Part	Premium
Commercial Property	$ 400,000
Total Premium	$ 400,000

Fees	
Inspection Fees	550
Modeling Fees	350

These declarations, together with the Common Policy Conditions, Coverage Parts, Coverage Forms and Endorsements, if any, issued to form a part thereof, complete this policy.

Limits shown on the declarations may vary by location or coverage. Refer to the Schedule of Locations for location-specific or coverage-specific limit information. The Schedule of Locations may be updated when policy changes occur. The Schedule at time of policy issuance can be found here:

Link: **https://storage.ventusrisk.com/cZvwjEfX8CD6oHyNycSKiT**
PIN: **9N534J**

Coverage Form:	Building and Personal Property Coverage Form
Covered Perils:	Direct physical loss of or damage to covered property caused by Windstorm or Hail, as defined in Causes of Loss - Windstorm or Hail Only Form.
Coinsurance:	Coinsurance applies as follows: All Coverages: 90%
Claim Valuation:	All Coverages: Replacement Cost (RC)
TIV:	The Total Insured Values for the policy consist of the following:

Building	42,432,530
Appurtenant Structures	3,998,765
General Contents	5,816,101
Total	52,247,396

Limits:	$5,000,000 Primary layer Subject to the location-specific and coverage-specific limits shown in the Schedule of Locations.
Margin Percentage:	100%
Business Interruption	Excluded
Windstorm/Hail	Included, subject to the following deductibles: Named Storm: 5%, Per Occurrence All Other Windstorm/Hail: $250,000
Earthquake:	Excluded
Flood:	Excluded
Property Enhancement Endorsement:	See Schedule on page 51.
Minimum Earned Premium:	20%, subject to increase if the policy is in force at any time during the wind season, as detailed in VT01291119.

Ordinance or Law:	Coverage A:	Included in Building Limit
	Coverage B & C Combined:	5% per building Subject to maximum of $250,000 per building Within the Building Limit
	Coverage D:	Excluded
Terror:	Excluded	
Equipment Breakdown:	Excluded	

Countersignature of Authorized Representative

Laurie Comfort
Ventus Risk Management, Inc.
P.O. Box 25004
Columbia, SC 29224

Signature: Date: August 25, 2023

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS SURPLUS LINE COVERAGE UNDER THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCE DOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THE INSURER IS NOT A MEMBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER CHAPTER 462, INSURANCE CODE. CHAPTER 225, INSURANCE CODE, REQUIRES PAYMENT OF A 4.85 PERCENT TAX ON GROSS PREMIUM.

For assistance, please contact your producer, or call Ventus at 844-983-6887.

SCHEDULE OF SUBSCRIBING CARRIERS

Coverages: All Except Equipment Breakdown

Carrier Name	Participation
Arch Specialty Insurance Company	73.0%
Underwriters at Lloyds:	
RNR 1458, UMR B1776BP202321P	20.0%
AAL 2012, UMR B1776BP202320P	5.6%
ASL 1955, UMR B1776BP202320P	1.4%

Coverages: Equipment Breakdown

Carrier Name	Participation
None	

FOLLOW THE LEADER CLAUSE

All Insurers subscribing hereto agree that all additions, deletions, amendments, alternations, agreements, endorsements, attachments, schedules, adjustments, cancellations, extensions and additional or return premiums to be agreed by Arch Specialty Insurance Company, as the Lead Insurer, shall be binding, without notice, upon all other Insurers and to follow the Lead Insurer in every respect.

All Insurers further agree that the Lead Insurer has the right, in all respects, to decide any matter relating to any claim made under this policy, including but not limited to any decisions, agreements, payments, settlements, claims, surveys, guarantees, towage, salvage, payments on account and claim settlements, excluding ex-gratia payments.

All Insurers shall settle their share of any claim payments within 90 days upon the Lead Insurer's approval of non ex-gratia payments. Otherwise, the Insured may offset the due claim amount with the undue premium up to the share of Insurer(s) who fail to settle.

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

SEVERAL LIABILITY CLAUSE

The liability of a subscribing insurer under this contract is several and not joint with other subscribing insurers party to this contract. A subscribing insurer is liable only for the proportion of liability it has underwritten. A subscribing insurer is not jointly liable for the proportion of liability underwritten by any other subscribing insurer. Nor is a subscribing insurer otherwise responsible for any liability of any other subscribing insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a subscribing insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other subscribing insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

DEFINITION OF OCCURRENCE

This endorsement modifies insurance provided under this policy.

For the purposes of this policy, the term “occurrence” means losses or damages attributable directly or indirectly to one cause, incident, or event, or a series of similar causes, incidents or events that first take place during the policy period, regardless of the number of locations involved or the area over which such loss occurs. This definition applies whenever the word “occurrence” is used, whether the word appears in quotations, italics, bold or normal print.

When an “occurrence” arises from windstorm or hail, flood, terrorism, riot or civil commotion, one “occurrence” shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, you may elect the moment at which the 72-hour period shall be deemed to have commenced, which shall not be earlier than when the first loss to any covered property occurs.

When an “occurrence” arises from earthquake or volcanic eruption, one “occurrence” shall be construed to be all losses arising during a continuous period of 168 hours. When filing proof of loss, you may elect the moment at which the 168-hour period shall be deemed to have commenced, which shall not be earlier than when the first loss to any covered property occurs.

The expiration of this Policy shall not reduce the periods (72-hours or 168-hours, whichever is applicable) during which losses are considered to be caused by a single “occurrence”.

In no event will payment made under this policy exceed the applicable Limit of Insurance shown in the Declarations, regardless of the number of covered locations involved or the sublimits applicable in any one occurrence.

All other terms and conditions remain unchanged.

OCCURRENCE LIMIT OF INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under this Policy.

1. **Definition of Occurrence**

   The term "occurrence" means losses or damages attributable directly or indirectly to one cause, incident, or event, or a series of similar causes, incidents or events that first take place during the policy period, regardless of the number of locations involved or the area over which such loss occurs. This definition applies whenever the word "occurrence" is used, whether the word appears in quotations, italics, bold or normal print.

   When an "occurrence" arises from windstorm or hail, flood, terrorism, riot or civil commotion, one "occurrence" shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, you may elect the moment at which the 72-hour period shall be deemed to have commenced, which shall not be earlier than when the first loss to any covered property occurs.

   When an "occurrence" arises from earthquake or volcanic eruption, one "occurrence" shall be construed to be all losses arising during a continuous period of 168 hours. When filing proof of loss, you may elect the moment at which the 168-hour period shall be deemed to have commenced, which shall not be earlier than when the first loss to any covered property occurs.

   The expiration of this Policy shall not reduce the periods (72-hours or 168-hours, whichever is applicable) during which losses are considered to be caused by a single "occurrence".

2. **Occurrence Limit of Insurance**

   In the event of loss or damage to Covered Property, for each coverage type shown in the Declarations we will pay the lesser of:

   a. The actual adjusted amount of loss, less applicable deductible(s);

   b. The Total Insured Value for that coverage, as shown on the Declarations, multiplied by the Margin Percentage shown below, for each Covered Property that sustains loss or damage, less applicable deductible(s);

      Margin Percentage: 100%

   c. The remaining amount of any applicable aggregate Limit of Insurance for that coverage.

   Notwithstanding the foregoing, the most we will pay for loss or damage to Covered Property in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

   Unless Blanket Limits Across Locations apply, as shown in the Declarations, the limits described above apply separately at each location.

   Unless Blanket Limits Across Coverages apply, as shown in the Declarations, the limits described above apply separately for each coverage.

3. **Blanket Limits Across Locations**

   If Blanket Limits Across Locations apply, as indicated in the Declarations, the limits per insured location that are shown in the Declarations are aggregated across all locations and Paragraph 2.b. above is modified accordingly to refer to this aggregated limit.

   In addition, the Margin Percentage, as shown in 2.b. above, does not apply for those locations subject to Blanket Limits Across Locations.

4. **Blanket Limits Across Coverages**

   If Blanket Limits Across Coverages apply, as indicated in the Declarations, the limits shown in the Declarations are aggregated across the applicable coverages rather than being applied separately. Applicable coverages included within the blanket limit are only those for which a non-zero limit is shown in the Declarations.

All other terms, conditions and exclusions of the Policy remain unchanged.

WINDSTORM OR HAIL DEDUCTIBLE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE PART

The Windstorm or Hail Deductible set forth in this endorsement applies to covered loss or damage to buildings, business personal property and business income, if business income is covered on this policy, that is caused directly or indirectly by Windstorm or Hail.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Flood Coverage Endorsement, a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement.

A. **Definitions**

1. **Hurricane** – A Hurricane is a storm system that has been declared to be a Hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The Hurricane occurrence begins at the time a Hurricane watch or Hurricane warning is issue by the NHC for the area in which the affected premises are located, and ends 72 hours after the termination of the last Hurricane watch or Hurricane warning issued for that area by the NHC.
2. **Named Storm** – A Named Storm is a storm system that has been identified as a tropical storm or hurricane and assigned a name by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). Under the terms of this endorsement, a Named Storm begins at the time a Named Storm Watch or Named Storm Warning is issued by the NHC for the area in which the affected premises are located, and ends 72 hours after the termination of the last Named Storm Watch or Named Storm Warning issued for that area by the NHC.

B. **Basis for Application of Deductible**

The Windstorm or Hail Deductible may apply in one of three possible ways:

1. All Windstorm/Hail – If the Windstorm or Hail Deductible in the Declarations indicates an "All Windstorm/Hail" deductible, then the same deductible applies to all windstorm or hail events.
2. Named Storm – If the Windstorm or Hail Deductible in the Declarations indicates a "Named Storm" deductible, then a Named Storm Deductible applies to all wind events classified as a Named Storm, in accordance with the definition herein, and a separate All Other Windstorm or Hail Deductible applies to all other windstorm or hail events not classified as a Named Storm.
3. Hurricane – If the Windstorm or Hail Deductible in the Declarations indicates a "Hurricane" deductible, then a Hurricane Deductible applies to all wind events classified as a Hurricane, in accordance with the definition herein, and a separate All Other Windstorm or Hail Deductible applies to all other windstorm or hail events not classified as a Hurricane.

C. **Per Unit of Insurance, Per Building or Per Occurrence Named Storm and Hurricane Deductibles**

1. If, as shown in the Declarations, the Named Storm or Hurricane deductible applies Per Unit of Insurance, then for each building that sustains loss or damage, the Windstorm or Hail Deductible will be applied separately to the loss or damage to the building, business personal property and business income, if covered in this policy.
2. If, as shown in the Declarations, the Named Storm or Hurricane deductible applies Per Building, then for each building that sustains loss or damage, a separate Windstorm or Hail Deductible will be applied to the combined loss or damage to the building, business personal property and business income, if covered in this policy.
3. If, as shown in the Declarations, the Named Storm or Hurricane deductible applies Per Occurrence, then a single Windstorm or Hail Deductible will be applied for each occurrence, rather than separately for each building or

separately for each of the building, business personal property and business income coverages.

4. Regardless of whether the Named Storm or Hurricane deductible is applied on a Per Unit of Insurance, Per Building or Per Occurrence basis, the All Other Windstorm or Hail Deductible will always be applied on a per occurrence basis.

D. **Dollar or Percentage Deductible**

1. If, as shown in the Declarations, the Windstorm or Hail Deductible is a dollar amount, then that dollar amount shall be used as described in paragraph C above.
2. If, as shown in the Declarations, the Windstorm or Hail Deductible is stated as a percentage, and the Named Storm or Hurricane deductible applies Per Unit of Insurance or Per Building, we will calculate the dollar value of the deductible to be used in paragraph C above by multiplying the percentage by the Limits of Insurance, or in the case of layered policies the Insured Values, applicable to the building, business personal property and business income at the locations that have sustained loss or damage.
3. If, as shown in the Declarations, the Windstorm or Hail Deductible is stated as a percentage, and the Named Storm or Hurricane deductible applies Per Occurrence, we will calculate the dollar value of the deductible to be used in paragraph C above by multiplying the percentage by the Limits of Insurance, or in the case of layered policies the Insured Values, applicable to all buildings (including the business personal property therein and the associated business income) insured under the policy at the time of loss, regardless of whether they have sustained loss or damage.

E. **Per Occurrence Minimum Deductible**

In the event that a Per Occurrence Minimum Deductible applies, as shown in the Declarations, for each occurrence we will calculate the sum of all applicable deductibles in accordance with paragraphs C and D, above. The deductible will then be the greater of this sum or the Per Occurrence Minimum Deductible.

If the Per Occurrence Minimum Deductible is stated as a percentage, we will calculate the dollar value of the Per Occurrence Minimum Deductible by multiplying the percentage by the Limits of Insurance, or in the case of layered policies the Insured Values, applicable to all buildings (including the business personal property therein and the associated business income) insured under the policy at the time of loss, regardless of whether they have sustained loss or damage.

F. **Policy Term Aggregate Deductible**

1. If, as shown in the Declarations, a Policy Term Aggregate Deductible applies and is stated as a dollar amount, the Policy Term Aggregate Deductible is the dollar amount shown in the declarations.
2. If, as shown in the Declarations, a Policy Term Aggregate Deductible applies and is stated as a percentage, the dollar value of the Policy Term Aggregate Deductible is the percentage multiplied by the sum for all covered properties of the Limits of Insurance, or in the case of layered policies, the Insured Values.
3. The sum of the Windstorm or Hail deductibles for one or more Named Storms or Hurricanes cannot exceed the Policy Term Aggregate Deductible. If, as the result of a Named Storm or Hurricane, the sum of the Windstorm or Hail Deductibles would exceed the Policy Term Aggregate Deductible, then the Windstorm or Hail Deductible for that Named Storm or Hurricane occurrence will be reduced so that the sum equals the Policy Term Aggregate Deductible. Furthermore, for any subsequent Named Storm or Hurricane during the same policy period, the Windstorm or Hail Deductible will be the All Other Windstorm or Hail Deductible.
4. If the All Other Windstorm or Hail Deductible applies, in accordance with the previous paragraph, that deductible is applied to the total of all loss or damage sustained in one event on a Per Occurrence basis. It does not apply separately Per Unit of Insurance or Per Building, even if such Per Unit of Insurance or Per Building deductible applied to previous Named Storms or Hurricanes.

G. **Newly Acquired or Constructed Property**

When property is covered under the Coverage Extension for Newly Acquired or Constructed Property, in determining the amount, if any, that we will pay for loss or damage, the deductible for Newly Acquired or Constructed Property will be the highest deductible shown in the Declarations for any described premises. If the deductibles are presented as a percentage in the Declarations, the highest percentage will be applied to the value(s) of the Newly Acquired or

Constructed Property at time of loss.

H. **What We Will Pay**

We will not pay for loss or damage until the amount of loss or damage exceeds the Windstorm or Hail Deductible, as described above. We will then pay the amount of loss or damage in excess of the Windstorm or Hail Deductible, up to the applicable Limit of Insurance, after any reduction required by any Coinsurance Condition that may apply.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **H.,** Definitions.

A. **Coverage**

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. **Covered Property**

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.,** and limited in **A.2.,** Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

a. **Building,** meaning the building or structure described in the Declarations, including:

(1) Completed additions;

(2) Fixtures, including outdoor fixtures;

(3) Permanently installed:

(a) Machinery and

(b) Equipment;

(4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:

(a) Fire-extinguishing equipment;

(b) Outdoor furniture;

(c) Floor coverings; and

(d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(5) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the building or structure;

(b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. **Your Business Personal Property** located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property – Separation Of Coverage form:

(1) Furniture and fixtures;

(2) Machinery and equipment;

(3) “Stock”;

(4) All other personal property owned by you and used in your business;

(5) Labor, materials or services furnished or arranged by you on personal property of others;

(6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

(a) Made a part of the building or structure you occupy but do not own; and

(b) You acquired or made at your expense but cannot legally remove;

(7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

c. **Personal Property Of Others** that is:

(1) In your care, custody or control; and

(2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. **Property Not Covered**

Covered Property does not include:

a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;

b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;

c. Automobiles held for sale;

d. Bridges, roadways, walks, patios or other paved surfaces;

e. Contraband, or property in the course of illegal transportation or trade;

f. The cost of excavations, grading, backfilling or filling;

g. Foundations of buildings, structures, machinery or boilers if their foundations are below:

(1) The lowest basement floor; or

(2) The surface of the ground, if there is no basement;

h. Land (including land on which the property is located), water, growing crops or lawns;

i. Personal property while airborne or waterborne;

j. Bulkheads, pilings, piers, wharves or docks;

k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;

l. Retaining walls that are not part of a building;

m. Underground pipes, flues or drains;

n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to your "stock" of prepackaged software;

o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;

p. Vehicles or self-propelled machines (including aircraft or watercraft) that:

(1) Are licensed for use on public roads; or

(2) Are operated principally away from the described premises.

This paragraph does not apply to:

(a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;

(b) Vehicles or self-propelled machines, other than autos, you hold for sale;

(c) Rowboats or canoes out of water at the described premises; or

(d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers;

q. The following property while outside of buildings:

(1) Grain, hay, straw or other crops;

(2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

3. **Covered Causes Of Loss**

See applicable Causes Of Loss Form as shown in the Declarations.

4. **Additional Coverages**

a. **Debris Removal**

(1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

(2) Debris Removal does not apply to costs to:

(a) Extract "pollutants" from land or water; or

(b) Remove, restore or replace polluted land or water.

(3) Subject to the exceptions in Paragraph (4), the following provisions apply:

(a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

(b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

(4) We will pay up to an additional $10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if **(4)(a)** and/or **(4)(b)** apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus $10,000.

b. **Preservation Of Property**

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. **Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to $1,000, unless a higher limit is shown in the Declarations, for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

d. **Pollutant Clean-up And Removal**

We will pay your expense to extract “pollutants” from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of “pollutants”. But we will pay for testing which is performed in the course of extracting the “pollutants” from the land or water.

The most we will pay under this Additional Coverage for each described premises is $10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

e. **Increased Cost Of Construction**

(1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.

(2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.

(3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.

(4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:

(a) You were required to comply with before the loss, even when the building was undamaged; and

(b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

(a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by “pollutants” or due to the presence, growth, proliferation, spread or any activity of “fungus”, wet or dry rot or bacteria; or

(b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”, “fungus”, wet or dry rot or bacteria.

(6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is $10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of: $10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to this Additional Coverage:

(a) We will not pay for the Increased Cost of Construction:

(i) Until the property is actually repaired or replaced, at the same or another premises; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the same premises.

(c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.

(8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

(9) The costs addressed in the Loss Payment and Valuation Conditions, and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.

f. **Electronic Data**

(1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.

(2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

(3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:

(a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.

(b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.

(c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.

(d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

(4) The most we will pay under this Additional Coverage, Electronic Data, is $2,500 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. **Coverage Extensions**

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. **Newly Acquired Or Constructed Property**

(1) **Buildings**

If this policy covers Building, you may extend that insurance to apply to:

(a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at locations, other than the described premises, intended for:

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is $250,000 at each building.

(2) **Your Business Personal Property**

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

(i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;

(ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or

(iii) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is $100,000 at each building.

(b) This Extension does not apply to:

(i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or

(ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) **Period Of Coverage**

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

(a) This policy expires;

(b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. **Personal Effects And Property Of Others**

You may extend the insurance that applies to Your Business Personal Property to apply to:

(1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.

(2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is $2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. **Valuable Papers And Records (Other Than Electronic Data)**

(1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not ex-

ist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

(2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.

(3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.

(4) Under this Extension, the most we will pay to replace or restore the lost information is $2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. **Property Off-premises**

(1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:

(a) Temporarily at a location you do not own, lease or operate;

(b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or

(c) At any fair, trade show or exhibition.

(2) This Extension does not apply to property:

(a) In or on a vehicle; or

(b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

(3) The most we will pay for loss or damage under this Extension is $10,000.

e. **Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or Civil Commotion; or

(5) Aircraft.

The most we will pay for loss or damage under this Extension is $1,000, but not more than $250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

f. **Non-owned Detached Trailers**

(1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:

(a) The trailer is used in your business;

(b) The trailer is in your care, custody or control at the premises described in the Declarations; and

(c) You have a contractual responsibility to pay for loss or damage to the trailer.

(2) We will not pay for any loss or damage that occurs:

(a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;

(b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

(3) The most we will pay for loss or damage under this Extension is $5,000, unless a higher limit is shown in the Declarations.

(4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. **Exclusions And Limitations**

See applicable Causes Of Loss Form as shown in the Declarations.

C. **Limits Of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is $2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;
2. Pollutant Clean-up And Removal;
3. Increased Cost Of Construction; and
4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. **Deductible**

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

E. **Loss Conditions**

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. **Abandonment**

   There can be no abandonment of any property to us.

2. **Appraisal**

   If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

   a. Pay its chosen appraiser; and
   b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. **Duties In The Event Of Loss Or Damage**

   a. You must see that the following are done in the event of loss or damage to Covered Property:

      (1) Notify the police if a law may have been broken.

      (2) Give us prompt notice of the loss or damage. Include a description of the property involved.

      (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

      (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

      (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

      (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

      Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

      (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

      (8) Cooperate with us, and any person or persons appointed by us, in the investigation or settlement of the claim.

   b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. **Loss Payment**

   a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

      (1) Pay the value of lost or damaged property;

      (2) Pay the cost of repairing or replacing the lost or damaged property, subject to b. below;

      (3) Take all or any part of the property at an agreed or appraised value; or

      (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.

   We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

   b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

   c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

   d. We will not pay you more than your financial interest in the Covered Property.

   e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

   f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

   g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

      (1) We have reached agreement with you on the amount of loss; or

(2) An appraisal award has been made.

h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. **Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. **Vacancy**

a. **Description Of Terms**

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. **Vacancy Provisions**

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. **Valuation**

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At actual cash value as of the time of loss or damage, except as provided in b., c., d. and e. below.

b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is $2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value even when attached to the building:

(1) Awnings or floor coverings;

(2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or

(3) Outdoor equipment or furniture.

c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

d. Glass at the cost of replacement with safety-glazing material if required by law.

e. Tenants' Improvements and Betterments at:

(1) Actual cash value of the lost or damaged property if you make repairs promptly.

(2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(3) Nothing if others pay for repairs or replacement.

F. **Additional Conditions**

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

(1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;

(2) Divide the Limit of Insurance of the property by the figure determined in Step (1);

(3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and

(4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step **(4)** or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

2. **Mortgageholders**

a. The term mortgageholder includes trustee.

b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

(1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgageholder at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. **Optional Coverages**

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. **Agreed Value**

a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.

c. The terms of this Optional Coverage apply only to loss or damage that occurs:

(1) On or after the effective date of this Optional Coverage; and

(2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. **Inflation Guard**

a. The Limit of Insurance for property to which this Optional Coverage applied will automatically increase by the annual percentage shown in the Declarations.

b. The amount of increase will be:

(1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times

(2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times

(3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

3. **Replacement Cost**

a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.

b. This Optional Coverage does not apply to:

(1) Personal property of others;

(2) Contents of a residence;

(3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or

(4) “Stock”, unless the Including “Stock” option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants’ improvements and betterments are not considered to be the personal property of others.

c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.

d. We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

With respect to tenants’ improvements and betterments, the following also apply:

(3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants’ improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and

(4) We will not pay for loss or damage to tenants’ improvements and betterments if others pay for repairs or replacement.

e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:

(1) The Limit of Insurance applicable to the lost or damaged property;

(2) The cost to replace the lost or damaged property with other property:

(a) Of comparable material and quality; and

(b) Used for the same purpose; or

(3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **e.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

f. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

4. **Extension Of Replacement Cost To Personal Property Of Others**

a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph 3.b.(1) of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. **Definitions**

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

CAUSES OF LOSS – WINDSTORM OR HAIL

A. **Covered Causes of Loss**

Covered Causes of Loss means direct physical loss caused by or resulting from windstorm or hail, subject to the Exclusions in Section B and Limitations in Section C.

B. **Exclusions**

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

1. Causes of Loss Other Than Windstorm or Hail

   We will not pay for loss or damage caused directly or indirectly by any cause of loss other than windstorm or hail. Excluded causes of loss include, but are not limited to:

   a. Fire;

   b. Lightning;

   c. Explosion, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass;

   d. Frost or cold weather;

   e. Smoke causing sudden and accidental loss or damage;

   f. Aircraft or Vehicles;

   g. Riot or Civil Commotion;

   h. Vandalism, meaning willful and malicious damage to, or destruction of, property.

2. Water

   a. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

   b. Mudslide or mudflow;

   c. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

   d. Water under the ground surface pressing on, or flowing or seeping through:

      (1) Foundations, walls, floors or paved surfaces;

      (2) Basements, whether paved or not; or

      (3) Doors, windows or other openings; or

   e. Waterborne material carried or otherwise moved by any of the water referred to in this section, or material carried or otherwise moved by mudslide or mudflow.

   This exclusion applies regardless of whether any of the water referred to in this section is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

3. Ordinance or Law

   The enforcement of any ordinance or law:

   a. Regulating the construction, use or repair of any property; or

   b. Requiring the tearing down of any property, including the cost of removing its debris. This exclusion, Ordinance or Law, applies whether the loss results from:

      (1) An ordinance or law that is enforced even if the property has not been damaged; or

      (2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair,

renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

4. Earth Movement
   a. Earthquake, including any earth sinking, rising or shifting related to such event;
   b. Landslide, including any earth sinking, rising or shifting related to such event;
   c. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
   d. Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.
   e. Volcanic eruption, explosion or effusion.
5. Fungus, Wet Rot, Dry Rot And Bacteria

   Presence, growth, proliferation, spread or any activity of fungus, wet or dry rot or bacteria, except as provided for in the Additional Coverage – Limited Coverage for Fungus, Wet Rot, Dry Rot and Bacteria, below.
6. Governmental Action

   Seizure or destruction of property by order of governmental authority.
7. Nuclear Hazard

   Nuclear reaction or radiation, or radioactive contamination, however caused.
8. Utility Services

   The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:
   a. Originates away from the described premises; or
   b. Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

   Failure of any utility service includes lack of sufficient capacity and reduction in supply. Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

   Loss or damage caused by a surge of power is also excluded.
9. War and Military Action
   a. War, including undeclared or civil war;
   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
10. Special Exclusions

    The following provisions apply only to the specified Coverage Forms.
    a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, or Extra Expense Coverage Form

       We will not pay for:
       (1) Any loss caused by or resulting from:

           (a) Damage or destruction of finished stock; or

           (b) The time required to reproduce finished stock.

           This exclusion does not apply to Extra Expense.
       (2) Any windstorm or hail loss to radio or television antennas (including satellite dishes) and their lead-in

wiring, masts or towers.

(3) Any increase of loss caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming operations, due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of operations, we will cover such loss that affects your Business Income during the period of restoration and any extension of the period of restoration in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period of Indemnity Optional Coverage or any variation of these.

(4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the period of restoration.

(5) Any other consequential loss.

b. Leasehold Interest Coverage Form

(1) Any Ordinance or Law coverage, if provided for by this policy, does not apply to insurance under this Leasehold Interest Coverage Form.

(2) We will not pay for any loss caused by:

(a) Your cancelling the lease;

(b) The suspension, lapse or cancellation of any license; or

(c) Any other consequential loss.

C. **Limitations**

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

1. Rain, Snow, Sleet, Ice, Sand or Dust

We will not pay for loss of or damage to the interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless the building or structure first sustains damage by windstorm or hail to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters.

2. Personal Property in the Open

We will not pay for loss of or damage to property in the open unless the loss or damage is caused directly by hail.

D. **Additional Coverage – Collapse**

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in D.1 through D.7

1. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by windstorm or hail.

3. This Additional Coverage – Collapse does **not** apply to:

   a. A building or any part of a building that is in danger of falling down or caving in;

   b. A part of a building that is standing, even if it has separated from another part of the building; or

   c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

   a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

   b. Awnings, gutters and downspouts;

c. Yard fixtures;

d. Outdoor swimming pools;

e. Fences;

f. Piers, wharves and docks;

g. Beach or diving platforms or appurtenances;

h. Retaining walls; and

i. Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a windstorm or hail loss, we will pay for loss or damage to that property only if such loss or damage is a direct result of the abrupt collapse of a building insured under this policy and the property is Covered Property in this policy.

5. If personal property abruptly falls down or caves in and such collapse is not the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

   a. The collapse of personal property was caused by a windstorm or hail event.

   b. The personal property which collapses is inside a building; and

   c. The property which collapses is not of a kind listed in 4, regardless of whether that kind of property is considered to be personal property or real property.

   d. The coverage stated in this Paragraph 5 does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

7. This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this policy.

E. **Additional Coverage – Limited Coverage for Fungus, Wet Rot, Dry Rot and Bacteria**

1. The coverage described in E.2 and E.6 only applies when the fungus (defined to include any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi), wet or dry rot or bacteria is the result of a windstorm or hail event that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

2. We will pay for loss or damage by fungus, wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

   a. Direct physical loss or damage to Covered Property caused by fungus, wet or dry rot or bacteria, including the cost of removal of the fungus, wet or dry rot or bacteria;

   b. The cost to tear out and replace any part of the building or other property as needed to gain access to the fungus, wet or dry rot or bacteria; and

   c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that fungus, wet or dry rot or bacteria are present.

3. The coverage described under E.2 of this Limited Coverage is limited to $15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of windstorm or hail which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in fungus, wet or dry rot or bacteria, we will not pay more than a total of $15,000 even if the fungus, wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by fungus, wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by fungus, wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that fungus, wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under the Additional Coverage – Collapse.
6. The following, 6.a or 6.b, applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the suspension of operations satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.
   a. If the loss which resulted in fungus, wet or dry rot or bacteria does not in itself necessitate a suspension of operations, but such suspension is necessary due to loss or damage to property caused by fungus, wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
   b. If a covered suspension of operations was caused by loss or damage other than fungus, wet or dry rot or bacteria but remediation of fungus, wet or dry rot or bacteria prolongs the period of restoration, we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the period of restoration), but such coverage is limited to 30 days. The days need not be consecutive.

F. **Additional Coverage Extensions**

1. Property in Transit

   This Extension applies only to your personal property to which this form applies.

   a. You may extend the insurance provided by this policy to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
   b. Loss or damage must be caused by or result from windstorm or hail.
   c. The most we will pay for loss or damage under this Extension is $5,000.
   d. This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.
2. Glass
   a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
   b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.
   c. This Coverage Extension does not increase the Limit of Insurance.

COMMERCIAL PROPERTY CONDITIONS

In addition to the Common Policy Conditions, Loss Conditions, and Additional Conditions in the Commercial Property Coverage Forms applicable to Commercial Property Coverage, the following conditions apply to the Commercial Property Coverage Part.

In the event of any inconsistency between the conditions stated on this form and any other conditions applicable to the Commercial Property Coverage Part, the conditions stated on this form shall apply and supersede such other conditions.

A. **CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. **CONTROL OF PROPERTY**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. **INSURANCE UNDER TWO OR MORE COVERAGES**

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. **LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. **LIBERALIZATION**

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. **NO BENEFIT TO BAILEE**

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. **OTHER INSURANCE**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the total limits of insurance of all policies providing coverage on the same basis as our coverage.
2. If there is other insurance covering the same loss or damage, other than i) that described in the preceding paragraph or ii) insurance specifically written as excess over this insurance, we will pay only for the amount of covered loss or damage in excess of the amount due from the other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. **POLICY PERIOD, COVERAGE TERRITORY**

Under this Coverage Part:

1. We cover loss or damage commencing:
    a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

2. The coverage territory is:

   a. The United States of America (including its territories and possessions); and

   b. Puerto Rico.

I. **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.

2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:

   a. Someone insured by this insurance;

   b. A business firm:

      (1) Owned or controlled by you; or

      (2) That owns or controls you; or

   c. Your tenant.

This will not restrict your insurance.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. **Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation.
3. We will provide advanced notice of cancellation in accordance with the statutory provisions for cancellation of policies for the state in which the first Named Insured is domiciled.
4. We will mail or deliver our notice to the first Named insured's last mailing address known to us.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. **Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. The terms of this policy can be amended or waived only by endorsement issued by us and made a part of this policy.

C. **Examination of Your Books and Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward

D. **Inspections and Surveys**

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. **Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. **Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

PROPERTY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
CAUSES OF LOSS – SPECIAL FORM
CAUSES OF LOSS – WINDSTORM OR HAIL ONLY

Each of the coverages listed below apply only to losses resulting from a Covered Cause of Loss under the applicable coverage form and, in each instance, reflect sub-limits that apply within, and not in addition to, the limits offered under the policy.

The sub-limits applicable to each coverage are as shown in the Property Enhancement Endorsement Schedule attached to this form. No coverage applies under this endorsement if the sub-limit shown in the Property Enhancement Endorsement Schedule is zero.

All other terms, conditions, limitations and exclusions of the policy apply.

Building and BPP Coverages

1. **Accounts Receivable**
   We will pay, up to the amount shown in the Property Enhancement Endorsement Schedule if, as the result of the occurrence of a covered cause of loss, you incur losses due to any of the following:

   A. Amounts due from customers that you are unable to collect due to lack of proper documentation of your accounts receivable;

   B. Interest charges on any loan required to offset amounts you are unable to collect pending our payments of these amounts;

   C. Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and

   D. Other reasonable expenses that you incur to re-establish your records of accounts receivable that results from a Covered Cause of Loss to your records of accounts receivable.

2. **Asbestos Removal**
   We will pay, up to the amount shown in the Property Enhancement Endorsement Schedule, for removal of asbestos-containing materials from covered property in the event the asbestos-containing materials themselves are damaged by a covered cause of loss.

3. **Builder's Risk**
   We will pay, up to the amount shown in the Property Enhancement Endorsement Schedule, for direct physical loss of or damage to covered property caused by or resulting from a covered cause of loss, if at the time of the loss the covered property is in course of construction or renovation. For this purpose, the covered property will include:

   A. Foundations

   B. The following property, provided such property is intended to be permanently located in or on the building or structure:

      a. Fixtures and machinery;

      b. Equipment used to service the building; and

      c. Your building materials and supplies used for construction.

   C. If not covered by other insurance, temporary structures built or assembled on site, including cribbing, scaffolding and construction forms.

We will not pay, under this Builder's Risk endorsement, for damage to land, existing buildings or structures which are not in course of construction or renovation, or tools or equipment not owned by the insured.

4. **Debris Removal**

In Section A, 4. Additional Coverages, of the applicable coverage form, Paragraph a. (3) is modified to read:

"Subject to (a) above, the amount we will pay for debris removal expense is limited to the i) sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage, times ii) the percentage of loss shown in the Property Enhancement Endorsement Schedule, subject to the maximum dollar amount shown in the Property Enhancement Endorsement Schedule."

In Section A, 4. Additional Coverages, of the applicable coverage form, Paragraph a. (4) is modified to read:

"We will pay, up to the Additional Amount shown in the Property Enhancement Endorsement Schedule, for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both the following circumstances apply:"

5. **Electronic Data and Data Processing Media**

A. Paragraphs A.2.n, A.2.o and A.4.f of the applicable coverage form are deleted in their entirety.

B. This Policy excludes any:

i. Cyber Loss;

ii. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Electronic Data, including any amount pertaining to the value of such Electronic Data, unless subject to the provisions of paragraph C below;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

C. Subject to the amount shown in the Property Enhancement Endorsement Schedule as the Electronic Data and Data Processing Media sub-limit and all of the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Electronic Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Electronic Data, to the Insured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

D. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

E. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Electronic Data or Data Processing Media, replaces that wording.

F. The following definitions apply to Electronic Data and Media Coverage:

i. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

ii. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

iii. Cyber Incident means any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

iv. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

v. Electronic Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

vi. Data Processing Media means any property insured by this Policy on which Electronic Data can be stored but not the Electronic Data itself.

6. **Emergency Removal Expense**

We will pay, up to the amount shown in the Property Enhancement Endorsement Schedule, for your expenses to move or store Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss.

7. **Errors or Omissions**

We will pay, up to the amount shown in the Property Enhancement Endorsement Schedule, for direct physical loss or damage to Covered Property if such loss or damage is not payable under this policy solely due to:

A. Any error or unintentional omission in the description of the address of the property whether made at the inception of the policy period or subsequent thereto; or

B. Failure through any error or unintentional omission to:

a. Include any location of the named insured at the inception of the policy; or

b. Report any newly acquired location before the period of automatic coverage provided under this policy for newly acquired location(s) expires.

With respect to A and B above, this Errors or Omissions Coverage does not allow you to correct or modify any value shown in the Statement of Values.

This policy covers such direct physical loss or damage to the extent it would have provided coverage had such error or unintentional omission not been made.

It is a condition of this additional coverage that any error or unintentional omission be reported by when discovered and an additional premium be paid for any location added to the policy.

There is no coverage under this paragraph for loss or damage which is covered under newly acquired property or miscellaneous unnamed locations provisions of this policy.

8. **Fine Arts**

The policy is extended to cover direct physical loss or damage to Fine Arts, defined to mean paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, bric-a-brac or other similar articles of art rarity or antiquity, up to the limit shown in the Property Enhancement Endorsement Schedule.

However, no coverage is provided for:

A. Breakage, marring, scratching, chipping or denting of art, glass, windows, statuary, sculptures, marble, glassware, porcelain, bric-a-brac, antique furniture, antique jewelry or similar fragile articles, unless such breakage, marring, scratching, chipping or denting is caused by a Covered Cause of Loss; or

B. Physical loss or damage as the result of restoring, repairing or retouching processes.

If loss or damage to Fine Arts, occurs, the basis of adjustment will be:

A. The fair market value if the item is newly acquired; or

B. For unscheduled Fine Arts, at the time and place of the loss or damage, the lesser of:

a. The cost of restoring the Fine Arts to their condition immediately before the loss or damage occurred;

b. The cost of replacing the Fine Arta with substantially identical property; or

c. The fair market value.

9. **Fire Department Service Charges**

In Section A, 4. Additional Coverages, of the applicable coverage form, Paragraph c. is modified to read:

"When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay, up to the amount shown in the Property Enhancement Endorsement Schedule, for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No Deductible applies to this Additional Coverage."

10. **Fraud and Deceit**

We will pay, up to the amount shown in the Property Enhancement Endorsement Schedule, for the theft of Covered Property when you or your agents, customers, or consignees are fraudulently induced to part with the Covered Property:

A. To persons who falsely represent themselves as the proper persons to receive the property; or

B. By the acceptance of fraudulent bills of lading or shipping receipts.

11. **Fungus, Wet Rot, Dry Rot and Bacteria**

In the Causes of Loss – Special Form and Causes of Loss – Windstorm or Hail Only Form, Section E. 3. Additional Coverage – Limited Coverage for Fungus, Wet Rot, Dry Rot and Bacteria, paragraph 3 is amended as follows:

"The coverage described under E. 2. of this Limited Coverage is limited to the amount shown as the Per Occurrence Limit in the Property Enhancement Endorsement Schedule. Regardless of the number of claims, the Aggregate Limit shown in the Property Enhancement Endorsement Schedule is the most we will pay for the total of all loss or damage arising out of all covered causes of loss which take place during the policy period. With respect to a particular occurrence of loss which results in fungus, wet or dry rot or bacteria, we will not pay more than the amount shown in the Property Enhancement Endorsement Schedule, even if the fungus, wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period."

12. **Green Upgrades**

We will pay the reasonable and necessary amount to make Green Upgrades, as defined below, to covered property damaged as the result of a covered cause of loss, up to the lesser of:

A. the actual cost of covered Green Upgrades as determined in accordance with the provisions of this endorsement;

B. 25% of the covered direct physical loss or damage to covered property, after application of the applicable deductible; or

C. the amount shown in the Property Enhancement Endorsement Schedule for Green Upgrades.

For the purposes of this endorsement, Green Upgrades means upgrades to achieve enhanced energy efficiency or to use environmentally preferable, sustainable materials, products or methods in design, construction, manufacture or operation, as recognized by a Green standards-setter, such as the Leadership in Energy and Environmental Design (LEED™) program of the U.S. Green Building Council.

In the event of a loss for which we determine that it is necessary to replace a building component (such as a roof) or building system (such as a heating system), such replacement is limited to replacement of the damaged building component or system with a Green building component or system which serves the same primary function as the damaged property, and does not extend to modification or replacement of any other building component or system.

Exclusions and Restrictions

With respect to business personal property, Green Upgrade Coverage does not apply to:

A. Personal property of others;

B. The Coverage Extension for Personal Effects and Property of Others;

C. Leased personal property; or

D. Stock.

We will not pay under this endorsement unless the property is actually repaired or replaced at the same or another premises, and unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. If the property is being relocated to another premises, the most we will pay for Green Upgrades is the cost of Green Upgrades at the original premises, subject to all other terms and conditions of this endorsement.

We will not pay under this endorsement for the costs associated with enforcement of or conformance to any standard which:

A. Requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by pollutants or due to the presence, growth, proliferation, spread or any activity of fungus, wet or dry rot or bacteria;

B. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants, fungus, wet or dry rot or bacteria. However, this paragraph does not negate the coverage set forth in Building Air-out and Related Air Testing below, provided such coverage applies; or

C. You were required to comply with before the loss (even if the property was undamaged) and you failed to comply.

If you elect not to make a Green Upgrade in course of necessary repair or replacement of the property that has sustained loss or damage, we will settle the loss to such property in accordance with the applicable terms and conditions of this policy excluding this endorsement.

Related Expenses

With respect to a loss that is covered by this Green Upgrade endorsement, we will pay the following related expenses, subject to the sub-limits indicated:

A. Waste Reduction and Recycling – We will pay, up to $25,000, your expense to reuse or salvage building materials and contents and to extract and transport recyclable construction waste to appropriate sites, but any income or remuneration received as the result of such waste reduction and recycling reduces the amount of loss that otherwise would have been payable under this endorsement.

B. Design and Engineering Professional Fees – We will pay, up to $50,000, reasonable and customary fees for the services of an accredited architect or engineer with respect to any necessary design and engineering recommendations in course of repair or replacement of damaged portions of the building.

C. Certification Fees and Related Equipment Testing – We will pay, up to $25,000, fees imposed by a Green standards-setter in order to determine if certification or recertification is appropriate according to the organization's standard; your reasonable expenses to test building systems and building equipment following their repair or installation as replacements, when such testing is undertaken in course of submitting to the certification or recertification process; and for further modification if the building fails to obtain certification, recertification or a specific level of certification.

D. Building Air-out And Related Air Testing – After repair or reconstruction is completed, we will pay, up to $25,000, for your reasonable expenses to flush out the renovated space and/or conduct air quality testing of the renovated space in accordance with the recommended procedures of a Green standards-setter and for the purposes of mitigating indoor air quality deficiencies resulting from the repair or reconstruction.

Business Interruption

If Business Interruption is covered on the policy:

A. the period of restoration is extended to include the increased period attributable to the Green Upgrades coverage described above. Such extension is limited to 30 days.

B. the Additional Coverage – Extended Business Income, in the applicable Business Income Coverage Forms does not commence until the extended period of restoration ends.

C. The provisions of this section do not increase the applicable Business Income and/or Extra Expense Limit(s) of Insurance.

13. **Leased or Rented Equipment**

We will pay, up to the amount shown in the Property Enhancement Endorsement Schedule on a per item basis and in the aggregate, for loss or damage to equipment and machinery that is leased, rented or borrowed from others, that is similar to the type of equipment and machinery used to conduct your business.

14. **Leasehold Interest**

We will pay the Net Leasehold Interest, up to the amount shown in the Property Enhancement Endorsement Schedule, for loss of Covered Leasehold Interest you sustain due to the cancellation of your lease. The cancellation must result from direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss.

Covered Leasehold Interest means the following for which an amount of Net Leasehold Interest at inception is shown in the Leasehold Interest Coverage Schedule:

A. Tenants' Lease Interest, meaning the difference between the:
   a. Rent you pay at the Covered Property; and
   b. Rental value of the Covered Property that you lease.

B. Bonus Payments, meaning the unamortized portion of a cash bonus that will not be refunded to you. A cash bonus is money you paid to acquire your lease. It does not include:
   a. Rent, whether or not prepaid; or
   b. Security.

C. Improvements and Betterments, meaning the unamortized portion of payments made by you for improvements and betterments. It does not include the value of improvements and betterments recoverable under any other insurance, but only to the extent of such other insurance.

   Improvements and betterments are fixtures, alterations, installations or additions:
   a. Made a part of the building or structure you occupy but do not own; and
   b. You acquired or made at your expense but cannot legally remove.

D. Prepaid Rent, meaning the unamortized portion of any amount of advance rent you paid that will not be refunded to you. This does not include the customary rent due at:
   a. The beginning of each month; or
   b. Any other rental period.

Net Leasehold Interest

For the purposes of calculating the Net Leasehold Interest, the Tenant's Lease Interest shown in Item A above is discounted at a 6% annual effective rate of interest. In addition, the Bonus Payments, Improvements and Betterments and Prepaid Rent shown in Items B, C and D above are calculated on a monthly basis and applied to the remaining number of months in the lease.

The most we will pay for loss because of the cancellation of any one lease is your Net Leasehold Interest at the time of loss.

But, if your lease is cancelled and your landlord lets you continue to use your premises under a new lease or other arrangement, the most we will pay for loss because of the cancellation of any one lease is the lesser of:

A. The difference between the rent you now pay and the rent you will pay under the new lease or other arrangement; or

B. Your Net Leasehold Interest at the time of loss.

Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

A. Pay its chosen appraiser; and

B. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

Other Conditions

There shall be no liability under this policy for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any license or by the named insured exercising any option to cancel the lease.

Furthermore, the named insured shall use due diligence, including all things reasonably practicable, to diminish loss under this additional coverage.

15. **Limited Pollution Coverage (Annual Aggregate)**

This policy is extended to cover the reasonable and necessary additional expense incurred to remove, dispose of, or clean-up the actual presence of Pollutants or Contaminants from land or water at a covered location when such land or water is contaminated or polluted due to a Covered Cause of Loss that occurs during the policy period, provided that, as a condition of coverage, such expenses are reported within 180 days of the date of direct physical loss or damage. The most we will pay during the policy period is the limit shown in the Property Enhancement Endorsement Schedule.

16. **Lock Replacement**

This policy covers, up to the limit shown in the Property Enhancement Endorsement Schedule, the necessary expense to repair or replace the exterior or interior door locks of a covered building:

A. if the door keys are stolen in a covered theft loss; or

B. when the Covered Property is damaged and the door keys are stolen by burglars.

17. **Miscellaneous Unnamed Locations**

Coverage under this policy is extended, up to the limit shown in the Property Enhancement Endorsement Schedule, for Miscellaneous Unnamed Locations, defined as locations that have not been included in the Statement of Values on file with the Insurer and which have not been reported to Ventus Risk Management, Inc. as required by the policy provisions.

There is no coverage under this Miscellaneous Unnamed Locations provision for loss or damage which is covered under the Errors or Omissions or Newly Acquired Property provisions of this Endorsement.

18. **Newly Acquired Property**

This policy covers, up to the Maximum Limit shown in the Property Enhancement Endorsement Schedule, real or personal property of the type insured under this policy for the perils insured under this policy that is rented, leased, or purchased by the Named Insured after the inception date of this policy. Coverage under this additional coverage ceases at the earlier of the following dates:

A. The number of days from the date of acquisition or lease of such property shown in the Property Enhancement Endorsement Schedule; or

B. When the newly acquired property is covered by this policy; or

C. When Ventus Risk Management Inc. or the Insurer notifies the Named Insured that it will not bind the newly acquired property.

There is no coverage for any property that is partially or wholly insured under any other insurance.

There is no coverage under this Newly Acquired Property provision for loss or damage which is covered under the Errors or Omissions or Miscellaneous Unnamed Locations provisions of this policy.

19. **Outdoor Property**

In Section A, 5. Coverage Extensions, of the applicable coverage form, Paragraph e. is modified to read:

"You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than stock of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or Civil Commotion; or

(5) Aircraft.

The most we will pay for loss or damage under this extension is the amount shown as the Aggregate Limit in the Property Enhancement Endorsement Schedule, subject to the Per Item Limit for Plants, Trees and Shrubs shown in the Property Enhancement Endorsement Schedule. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence."

20. **Personal Property of Others**

We will pay, up to the amount shown in the Property Enhancement Endorsement Schedule, for damage to personal property of others in your care, custody or control as the result of a covered cause of loss.

21. **Preservation of Property (Days)**

In Section A, 4. Additional Coverages, of the applicable coverage form, Paragraph b. (2) of Preservation of Property is deleted and replaced by the following:

"(2) Only if the loss or damage occurs within the number of days shown in the Property Enhancement Endorsement Schedule after the property is first moved, but not after the date on which the policy expires."

22. **Professional Fees for Claim Preparation (Annual Aggregate)**

We will pay, up to the amount shown in the Property Enhancement Endorsement Schedule, as an annual aggregate limit, for expenses associated with the taking of inventory and appraisals, incurred by you at our request to assist us in the determination of the amount of a loss caused by a Covered Cause of Loss.

23. **Property in Course of Construction (Non-Structural)**

We will pay, up to the amount shown in the Property Enhancement Endorsement Schedule, for direct physical loss of or damage to covered property caused by or resulting from a covered cause of loss, if at the time of the loss the covered property is in course of construction or renovation of a non-structural nature. For this purpose, the covered property will include:

A. The following property, provided such property is intended to be permanently located in or on the building or structure:

   a. Fixtures and machinery;

   b. Equipment used to service the building; and

   c. Your building materials and supplies used for construction.

B. If not covered by other insurance, temporary structures built or assembled on site, including cribbing, scaffolding and construction forms.

We will not pay, under this Builder's Risk endorsement, for damage to land, existing buildings or structures which are not in course of construction or renovation, or tools or equipment not owned by the insured.

24. **Recharging of Fire Extinguishing Equipment**

We will pay, up to the amount shown in the Property Enhancement Endorsement Schedule, to cover your incurred expenses to recharge your automatic fire extinguishing equipment or hand held fire extinguishing equipment when the equipment is discharged:

A. to fight a fire;

B. as a result of a Covered Cause of Loss; or

C. as a result of an accidental discharge.

If it is less expensive to do so, we will pay your costs to replace your automatic fire extinguishing equipment or hand held fire extinguishing equipment rather than recharge the equipment.

However, we will not pay your expenses to recharge equipment as a result of discharge during testing or installation.

25. **Reclaiming, Restoring, or Repairing Land Improvements**

We will pay, up to the amount shown in the Property Enhancement Endorsement Schedule for the cost of reclaiming, restoring or repairing land improvements, provided the loss is from a Covered Cause of Loss.

26. **Reward Reimbursement**

We will pay, up to the amount shown in the Property Enhancement Endorsement Schedule as a reward for information that leads to a conviction of arson, theft or vandalism. The conviction must involve a Covered Cause of Loss by arson, theft or vandalism.

The amount we pay is not increased by the number of persons involved in providing the information.

27. **Service Interruption Direct Damage**

Notwithstanding any policy provision to the contrary, we will pay, up to the amount shown in the Property Enhancement Endorsement Schedule as the Direct Damage Service Interruption Limit, for direct loss or damage from a Covered Cause of Loss to Covered Property resulting from the failure of power or other utility service supplied to the described premises. The failure of power or other utility service must result from a Covered Cause of Loss and the failure must occur away from the described premises.

Coverage under this provision does not include loss or damage to Covered Property resulting from loss or damage to overhead transmission lines that deliver utility service to you. Overhead transmission lines include, but are not limited to:

A. Overhead transmission and distribution lines;

B. Overhead transformers and similar equipment; or

C. Supporting poles and towers.

In the event that the Property Enhancement Endorsement Schedule indicates a Combined Direct Damage and Time Element Limit, the coverage described above and in the Service Interruption Time Element coverage below, will be subject to the Combined Direct Damage and Time Element Limit.

28. **Sewer, Drain or Sump Backup or Overflow**

Notwithstanding any policy provision to the contrary, we will pay, up to the amount shown in the Property Enhancement Endorsement Schedule for loss or damage caused directly or indirectly by water that backs up or overflows from a sewer, drain or sump.

29. **Transit**

We will cover, up to the amount shown in the Property Enhancement Endorsement Schedule, for loss or damage to Business Personal Property not otherwise excluded by this policy, while such property is in transit.

It is agreed that coverage under this extension shall include the following:

A. Personal property shipped to customers on F.O.B., C & F, or similar terms. The Named Insured's contingent interest in such shipments is admitted.

B. The interest of the Named Insured in, and legal liability for, personal property of others in the actual or constructive custody of the Named Insured.

C. Personal property of others sold by the Named Insured which the Named Insured has agreed prior to loss to insure during course of delivery.

It is agreed that the following additional exclusions apply to coverage as provided under this additional coverage:

A. Property insured under import or export ocean cargo policies.

B. Waterborne shipments to and from the Coverage Territory.

C. Shipments made by air, unless via regularly scheduled airlines.

D. Property shipped by mail.

E. Property of others, including the Insured's legal liability therefor, hauled on vehicles owned, leased, or operated by the NAMED INSURED when acting as a common or contract carrier as defined by the Interstate Commerce Commission Regulations or other state regulatory agencies.

F. Any transporting vehicle or conveyance.

This additional coverage attaches from the time the property leaves the original point of shipment for the commencement of transit and covers thereafter continuously in the due course of transit within the within the United States of America, being the 50 states of the Union plus the District of Columbia, until delivered at destination.

Coverage on export shipments not insured under ocean cargo policies does not extend beyond the time when the property is loaded on board overseas vessels or aircraft. Coverage on import shipments not insured under ocean cargo policies does not attach until after discharge from overseas vessels or aircraft.

This additional coverage does not cover or apply to delay, loss of market, or any Time Element Coverage.

Permission is granted to the Named Insured without prejudice to this insurance to accept the ordinary bills of lading used by carriers, including released and/or undervalued bills of lading and/or shipping or messenger receipts. The Named Insured may waive subrogation against railroads under sidetrack agreements, but the Named Insured shall not enter into any special agreement with carriers releasing them from their common law or statutory liability.

30. **Valuable Papers & Records**

In Section A, 5. Coverage Extensions, of the applicable coverage form, Paragraph c. Valuable Papers and Records (Other Than Electronic Data), the most we will pay under this extension is the amount shown in the Property Enhancement Endorsement Schedule, at each described premises.

31. **Wind-Driven Precipitation**

We will pay, up to the amount shown in the Property Enhancement Endorsement Schedule for each sudden precipitation event, for direct physical loss or damage to the interior of any Building or structure covered under this policy, or to the covered Business Personal Property located inside such building or structure, caused by the sudden (abrupt) and temporary entry of rain, snow, sleet or ice into the building when propelled by wind through roofs, doors, windows or other openings, provided you give us notice of the sudden event within 180 days of its occurrence.

No coverage for Wind-Driven Precipitation will be provided in the event the direct physical loss or damage is caused directly or indirectly by:

A. Wind-driven sand or dust;

B. Thawing of snow, sleet or ice on the building; or

C. Faulty, inadequate or defective:

   a. Planning, zoning, development, surveying or sitting;

   b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compactions;

   c. Materials used in repair, construction, renovation or remodeling; or

   d. Maintenance;

   of part or all of any property on or off the described premises.

Coverage for Wind-Driven Precipitation does not apply to continuous or repeated seepage or leakage of water into a building, or if the entry of rain, snow, sleet or ice into the building was caused by failure to protect the building against normal wear and tear, rust, corrosion or decay. The coverage does not apply to a building under construction or renovation prior to the roof, walls, doors, and windows being completed and made air tight.

The deductible applicable to any recovery under this coverage is the All Other Wind, Named Storm or Hurricane deductible otherwise applicable under this policy based on the type and description of the wind event at the time of the Wind-Driven Precipitation direct loss.

Time Element Coverages

32. **Builder's Risk Soft Costs**

For property under construction, this policy is extended to cover, up to the amount shown in the Property Enhancement Endorsement Schedule, Builder's Risk Soft Costs incurred by the named insured arising out of delay of the completion of buildings or additions under construction during the period of interruption that are the result of direct damage from a covered cause of loss.

Builder's Risk Soft Costs means reasonable and necessary costs over and above those that would have been incurred by the named insured during the period of interruption at the location had no loss occurred, limited to the following:

1. Construction Loan Fees – The additional cost incurred to arrange loans necessary for the completion of construction, repairs or reconstruction, including: the cost to arrange financing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, and charges by the lenders for the extension or renewal of loans necessary to complete the construction;
2. Commitment Fees: The cost of returning any commitment fees received from any prospective tenant(s) or purchaser(s);
3. Additional fees for architects, engineers, consultants, attorneys or accountants for the completion of construction, repairs or reconstruction; and
4. Property taxes, building permits, additional interest on loans, realty taxes and insurance premiums.

33. **Interruption by Civil or Military Authority**

Section A. 4. b. Civil Authority of the Business Income (Without Extra Expense) Coverage Form and Section A. 5. A. of the Business Income (and Extra Expense) Coverage Form are amended as follows:

Condition (1) is changed to state: "Access to the area surrounding the damaged property, within the distance limitation shown in the Property Enhancement Endorsement Schedule, is prohibited by civil authority as a result of the damage."

The time period is amended to state:

"Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply from the date on which such coverage began and up to the number of consecutive weeks shown in the Property Enhancement Endorsement Schedule."

In addition, the maximum we will pay under this extension is the maximum amount shown in the Property Enhancement Endorsement Schedule.

With respect to Interruption by Civil or Military Authority and Ingress/Egress, if a Covered Cause of Loss results in coverage under both of those additional coverages, this policy will only pay for loss under one of those additional coverages, whichever the Named Insured selects.

34. **Contingent Time Element**

If direct physical loss or damage to the real or business personal property of a direct supplier or direct customer of the Named Insured is damaged by a Covered Cause of Loss under this policy, and such damage:

A. wholly or partially prevents any direct supplier to the Named Insured from supplying their goods and/or services to the Named Insured; or

B. wholly or partially prevents any direct customer of the Named Insured from accepting the Named Insured's goods and/or services;

then this policy is extended to cover the actual loss sustained, up to the maximum limit shown in the Property Enhancement Endorsement Schedule, by the Named Insured during the period of interruption with respect to such real or business personal property, if the property of the supplier or customer that sustains loss or damage is of the type of property that would be Covered Property under this policy.

This coverage applies to the Named Insured's direct suppliers or direct customers located in the United States of America, being the 50 states of the Union plus the District of Columbia.

35. **Extended Period of BI Indemnity**

Coverage is provided for such additional length of time as is required to restore the Named Insured's business to the condition that would have existed had no loss occurred, commencing with the later of the following dates:

A. the date on which the coverage for loss or damage would otherwise terminate; or

B. the earliest date on which either normal operations resume, or repair, replacement, or rebuilding of the property that has been damaged is completed;

but in no event for a period exceeding the number of days specified in the Property Enhancement Endorsement Schedule. This Extended Period of Indemnity does not apply to any additional Time Element Coverages under this policy.

This additional coverage does not include coverage for any increase in loss due to fines or damages for breach of contract or for late or non-completion of orders, or penalties of any nature.

36. **Extra Expense/Expediting Expense**

If, under the policy, Business Interruption does not cover Extra Expense, we will pay, up to the amount shown in the Property Enhancement Endorsement Schedule, the reasonable extra costs for temporary repair of damaged property and for expediting the permanent repair or replacement of such damaged property. This includes overtime wages and extra costs of express or other rapid means of transportation. This does not include expenses recoverable elsewhere under this policy.

The Named Insured agrees to use any suitable property or service owned or controlled by the Named Insured or obtainable from other sources in reducing the Extra Expense incurred under this policy.

37. **Ingress/Egress**

This policy is extended to cover the actual loss sustained, up to the maximum limit shown in the Property Enhancement Endorsement Schedule, during the period when ingress to or egress from the Named Insured's covered location is prohibited as a direct result of a Covered Cause of Loss to real property not insured hereunder. Such period begins on the date that ingress to or egress from real or personal property is prohibited and ends when ingress or egress is no longer prohibited, but no later than the number of weeks shown in the Property Enhancement Endorsement Schedule.

The physical loss or damage to real property insured hereunder must occur within the distance limitation specified in the Property Enhancement Endorsement Schedule from the Covered Property for coverage to apply.

With respect to Interruption by Civil or Military Authority and Ingress/Egress, if a Covered Cause of Loss results in coverage under both of those additional coverages, this policy will only pay for loss under one of those additional coverages, whichever the Named Insured selects.

38. **Ordinary Payroll**

Business Income includes Ordinary Payroll Expenses, as defined in the Ordinary Expense Limitation and Exclusions Form, only up to the number of days shown in the Property Enhancement Endorsement Schedule. The number of days need not be consecutive but must fall within the "period of restoration" or extension of the "period of restoration" if an extension is provided under this policy.

If the Property Enhancement Endorsement Schedule indicates the number of days is zero, then Ordinary Payroll Expense is excluded.

In determining the operating expenses for the policy year for Coinsurance purposes, payroll expenses will not include Ordinary Payroll Expenses, except for Ordinary Payroll Expenses incurred during the number of days shown in the Property Enhancement Endorsement Schedule. If the Ordinary Payroll Expenses for the policy year vary during the year, the period of greatest Ordinary Payroll Expenses will be used.

Ordinary Payroll Expenses means payroll expenses for all your employees except:

A. Officers;

B. Executives;

C. Department managers;

D. Employees under contract; and

E. Additional Exemptions, shown in form VT15100521 (Ordinary Payroll Limitation and Exclusion)

Ordinary Payroll Expenses include:

A. Payroll;

B. Employee benefits, if directly related to payroll;

C. FICA payments;

D. Union dues; and

E. Workers compensation premiums.

39. **Royalties**

This policy is extended to cover, up to the amount shown in the Property Enhancement Endorsement Schedule, loss of income sustained by the Named Insured under a royalty, licensing fee, or commission agreement between the Named

Insured and another party during the period of interruption arising out of direct physical loss or damage by a covered cause of loss during the term of this policy to real or personal property of such other party, only if such royalties are shown as such on the Statement of Values. When determining the amount payable, consideration will be given to the amount of income derived by the Named Insured from such agreements before, and the probable amount of income after, the date of loss or damage.

40. **Service Interruption Time Element**

If Business Income is covered under this policy, coverage is extended to include, up to the amount shown in the Property Enhancement Endorsement Schedule as the Service Interruption Time Element Limit, Business Income resulting from the failure of power or other utility service supplied to the described premises. The failure of power or other utility service must result from a Covered Cause of Loss and the failure must occur away from the described premises.

There shall be no loss payable under this additional coverage unless the interruption exceeds 72 hours. In such case, the loss shall be measured from the date and time of the Covered Cause of Loss. With respect to any time element coverage provided herein, the period of interruption ends when power or other utility service is restored.

In the event the Property Enhancement Endorsement Schedule indicates a Combined Direct Damage and Time Element Limit, the coverage described here and in the Service Interruption Direct Damage coverage above, will be subject to the Combined Direct Damage and Time Element Limit.

PROPERTY ENHANCEMENT ENDORSEMENT SCHEDULE

The sub-limits applicable to each coverage described in the Property Enhancement Endorsement are shown below. No coverage applies under this endorsement if the amount shown for the respective coverage is zero or if no amount is shown.

Building and BPP Coverages	
Accounts Receivable	25,000
Asbestos Removal	0
Builder's Risk	0
Debris Removal	
% of Loss	10
Maximum	50,000
Additional Limit	5,000
Electronic Data and Data Processing Media	0
Emergency Removal Expense	0
Errors or Omissions	0
Fine Arts	10,000
Fire Department Service Charges	10,000
Fraud and Deceit	5,000
Fungus, Wet Rot, Dry Rot and Bacteria	
Per Occurrence	10,000
Aggregate	25,000
Green Upgrades	0
Leased or Rented Equipment	
Per Item Limit	0
Aggregate Limit	0
Leasehold Interest	0
Limited Pollution Coverage (Annual Aggregate)	10,000
Lock Replacement	0
Miscellaneous Unnamed Locations	0
Newly Acquired Property	
Days	0
Maximum	0
Outdoor Property	
Per Item Limit for Plants, Trees and Shrubs	250
Aggregate Limit	25,000
Personal Property of Others	0
Preservation of Property (Days)	180
Professional Fees for Claim Preparation (Annual Aggregate)	25,000
Property in Course of Construction (Non-Structural)	0
Recharging of Fire Extinguishing Equipment	25,000
Reclaiming, restoring, or repairing land improvements	0
Reward Reimbursement	5,000
Service Interruption Direct Damage	
Direct Damage Limit	25,000
Combined Direct Damage and Time Element Limit	0

Sewer, Drain or Sump Backup or Overflow	10,000
Transit	10,000
Valuable Papers and Records	25,000
Wind-Driven Precipitation	0

Time Element Coverages

Builder's Risk Soft Costs	0
Interruption by Civil or Military Authority	
Distance Limitation (Miles)	0
Weeks	0
Maximum	$0
Contingent Time Element	0
Extended Period of BI Indemnity	0
Extra Expense, Expediting Expense	0
Ingress, Egress	
Distance Limitation (Miles)	0
Weeks	0
Maximum	$0
Ordinary Payroll	0
Royalties	0
Service Interruption Time Element	0

TOTAL LOSS ENDORSEMENT

This endorsement modifies insurance provided under this Policy.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM

In consideration of the premium charged under this policy, we agree with you that in the event of a constructive total loss of the insured property, the full policy premium for the property shall be deemed fully earned for all coverages insured hereunder. No return premium shall be payable to the insured for the unexpired term of the policy.

ADDITIONAL PROPERTY NOT COVERED

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNER COVERAGE FORM

The following are added to **A. Coverage**, **2. Property Not Covered** unless specifically listed in the Declarations, Statement of Values, or on the Additional Covered Property Endorsement (VT0109 attached to this policy):

1. Machinery and equipment in the open including gasoline pumps
2. Contractor's Equipment including trailers used to transport such equipment
3. Buildings or structures in the course of construction including materials and supplies except additions to or alterations and repairs on or within the existing walls of existing buildings or structures covered by this policy pursuant to **A1.a.(5)**
4. Power transmission and/or feeder lines
5. Property line walls. gates, latticework and trellises
6. Walkways, boardwalks, catwalks, trestles, dams, and tunnels, all whether for pedestrians or vehicles
7. Seawalls
8. Swimming pools, wading pools, decorative pools, spas, hot tubs and Jacuzzis, whether in the ground or above the ground, waterfalls, fountains, diving platforms or diving boards, all while situated outdoors
9. Gazebos, cabanas, bars and snack bars situated outside covered buildings
10. Signs not attached to a building or structure
11. Signs attached to a building or structure with a value greater than $2,500
12. Awnings, canopies, and carports whether attached or not to a building or structure including any structure or covering over gasoline pumps, swimming pools or wading pools
13. Light poles including attached fixtures, and street signs
14. Lanai or any similar structure abutting, enclosing or partially enclosing a swimming or wading pool
15. Greenhouses, shade houses, hot houses and glass houses
16. Tennis, basketball or shuffleboard courts including lighting and fencing
17. Other buildings and structures at a Covered Location not specifically described and included as Covered Property

ADDITIONAL COVERED PROPERTY

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNER COVERAGE FORM

The following scheduled properties are added to section A.1. COVERED PROPERTY of the relevant coverage form, whether or not they are included among the types of Property Not Covered as per A.2 PROPERTY NOT COVERED.

Location	Building	Description of Property	Structure Limit	Contents Limit
2	1	Storage Bldg	8,724	6,210
3	1	Parking Shelter	76,000	0
7	1	Generator - Energy Pac	87,240	0
19	1	Fence Free Standing	165,147	0
19	1	Picnic Shelter	60,000	0
19	1	Picnic Shelter 1	40,000	0
19	1	Playground Equipment	0	87,240
19	1	Score Booth 1	12,500	0
19	1	Score Booth 2	12,500	0
19	1	Score Booth 3	12,000	0
20	1	Fence Free Standing	47,389	0
20	1	Lighting	239,911	0
20	1	Playground Equipment	0	327,750
21	1	Batting Cage	114,884	0
21	1	Fence Freestanding	165,147	0
21	1	Lighting	218,100	0
23	1	Picnic Pavillion 2	12,000	0
24	1	Lighting	581,601	0
25	1	Park Pavilions	70,366	0
25	1	Picnic Shelters	80,000	0
25	1	Pool	727,001	12,420
28	1	Chlorine Building	12,500	0
28	1	Fence 1040ft w Gates	27,916	0
28	1	Storage Building	90,000	0
29	1	Picnic Pavillion 2	18,000	0
29	1	Picnic Pavillion 4	32,000	0
29	1	Playground Shade Canopy 1	50,000	0
31	1	Playground equipment	71,802	0
31	1	Rotary Pavilion	70,366	0
32	1	Fence Free Standing	43,081	0
32	1	Lights/Light Poles	215,407	0
32	1	Playground Equipment	100,523	0
32	1	Playground Shade Canopy	103,040	0

WINDOWS AND GLASS DOORS COVERAGE LIMITATION

Sudden and direct physical damage to any **Windows and Glass Doors**, as further defined below, that have been in place on any building or structure insured under this policy for a period greater than 20 years at the time of a covered loss event, is subject to settlement on an Actual Cash Value (ACV) basis.

In addition, this policy will not pay for **Cosmetic Damage**, as further defined below, to any Windows and Glass Doors caused by wind or hail.

Definitions

a. **Windows and Glass Doors** means any window or door, including sliding doors, that covers an opening in the wall or roof of a building or structure, if fitted with glass or other transparent materials in order to admit light, admit air, allow people to see out, or allow ingress to or egress from the building or structure. This definition includes all components of the window or glass door, including sliding doors, and applicable installation materials, including but not limited to:

   1. Complete window, glass door or sliding door assembly;
   2. Flashing, glazing, seals, frames, sashes, jambs, slabs, screens, thresholds;
   3. Hardware, including lock, key, bolt or dead latch, knob, strike plate, mortise;
   4. Any related installation cost in any interior or exterior surface, including but not limited to drywall, stucco, EIFS (if not excluded elsewhere), wood, brick, roofing or trim.

b. **Cosmetic Damage** means marring, pitting or other superficial damage that alters the appearance of the Windows and Glass Doors but that does not prevent the Windows and Glass Doors from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

c. **Actual Cash Value (ACV)** means the amount it would cost to repair or replace covered property at the time of loss or damage, with material of like kind and quality and subject to a deduction for deterioration, depreciation and obsolescence. Actual Cash Value applies regardless of whether the covered property has sustained partial or total loss or damage.

To the extent a provision of this policy, or a previous endorsement, is inconsistent with an express provision of this endorsement, the provisions in this endorsement will control. This endorsement does not change any other provision of this policy. All other terms and conditions of this policy remain unchanged.

PROTECTIVE SAFEGUARDS AND POLICY CONDITIONS

This endorsement modifies insurance provided under the following :

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE PART
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE PART
CAUSES OF LOSS - SPECIAL FORM
CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - WINDSTORM OR HAIL ONLY FORM

A. The following **Protective Safeguards** and **Policy Conditions** are added to the Commercial Property Conditions.

As a condition of this policy, you are required to have and maintain the protective devices and/or services listed in the Schedule below. The protective safeguard(s) to which this endorsement applies are identified by the following symbols:

Fire Protective Safeguards

P1: Functioning Sprinkler System with central station alarm response covering 100% of the building.

P2: Functioning Sprinkler System with central station alarm response covering part of the building.

For the purposes of P1 and P2 above, “Sprinkler System” means:

a. a fully functioning automatic fire protective or extinguishing system supplied with the proper extinguishing agent for which the system was designed, including connected sprinklers and discharge nozzles; ducts, pipes, valves and fittings; tanks, their component parts and supports; and pumps and private fire protection mains; and

b. when supplied from an automatic fire protective system, non-automatic fire protective systems, hydrants, stand-pipes and outlets.

P3: Each unit and all common areas are protected by functioning smoke detection devices that are maintained at least annually.

P4: All buildings and occupancies are protected by functioning smoke detection devices that are maintained at least annually.

P5: Functioning central station fire alarm covering 100% of the building.

P6: Functioning central station fire alarm system covering part of the building.

P7: Service Contract with a privately owned fire department providing fire protection services to the described premises.

Burglary and Theft Protective Safeguards

B1: Automatic Burglary Alarm, protecting the entire building, which signals to an outside central station or a police station.

B2: Automatic Burglary Alarm, protecting the entire building, which has a loud sounding gong or siren on the outside of the building.

B3: Security Service with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

B4: Premises protected by a functioning and activated central station burglar alarm system that is in the “on” position during all non-working hours and when the premises are unoccupied.

B5: Premises protected by a functioning and activated central station burglary alarm system having contacts on all doors, windows and accessible building openings and motion detection covering 100% of the interior of the building. The system must be in the “on” position during all non-working hours and when the premises of the insured are unoccupied.

Vacant Building Protective Safeguards

V1: All vacant buildings must be locked and secured to prevent unauthorized entry.

V2: All partially vacant portions of a building must be secured to prevent unauthorized entry.

V3: Heat levels must be maintained at a minimum temperature of 55 degrees or all plumbing and sprinkler piping must be drained, to prevent plumbing and sprinkler pipes from freezing.

Policy Conditions

R1: Unused flammable materials must be stored in NFPA approved storage containers.

R2: All used flammable materials must be disposed of in NFPA approved disposal containers.

R3: Woodworking operations must be in compliance with NFPA 664 standards (Standards for Prevention of Fires and Explosions in Wood Processing and Woodworking Facilities).

R4: All commercial painting/staining/finishing operations are required to have NFPA approved paint booths with explosion proof wiring connection and fixtures.

R5: All computer and telephone systems and related electronic equipment must be protected by functioning surge protectors.

R6: The entire electrical system is protected by functioning circuit breakers (no fuses are present).

R7: All electrical wiring throughout the entire building consists of solid copper wire with plastic coating or polyvinyl sheathing.

R8: Within the past 25 years the entire electrical system has been completely replaced throughout the entire building starting at the point where the electrical service enters the building, including circuit breakers and all wiring.

R9: All plumbing supplying water throughout the entire building consists of copper, PVC or CVPC pipes.

R10: Within the past 25 years the entire plumbing system supplying water has been completely replaced throughout the entire building starting at the point where the water service enters the building.

R11: Roof surface has been completely replaced within the past 15 years.

R12: Roof surface has been completely replaced within the past 20 years.

R13: Roof surface has been completely replaced or recoated within the past 25 years.

R14: Flat roofs have been resurfaced or replaced within the past 15 years and all roof drains are kept clear of debris and maintained in operating condition.

R15: Pitched shingled roofs have been re-shingled or replaced within the past 20 years.

R16: The surface (other than shingles) on pitched roofs has been completely replaced within the past 35 years.

B. The following is added to the **Exclusions** section of the Causes of Loss – Basic Form and Causes of Loss - Special Form.

1. We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

   a. are not in compliance with any Fire Protective Safeguards, including any Custom Fire Protective Safeguards, listed in the Schedule;

   b. knew of any suspension or impairment in any Protective Safeguard listed in the Schedule and failed to notify us of that fact; or

   c. failed to maintain any Protective Safeguard listed in the schedule, and over which you had control, in complete working order.

   If an automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

2. We will not pay for loss or damage caused by or resulting from theft (if covered under the Causes of Loss – Special Form) or vandalism to the interior of the building or its contents if, prior to the theft or vandalism, you:

   a. are not in compliance with any Burglary and Theft Protective Safeguards, including any Custom Burglary and Theft Protective Safeguards, listed in the Schedule;

   b. knew of any suspension or impairment in any Burglary and Theft Protective Safeguards listed in the Schedule and failed to notify us of that fact; or

   c. failed to maintain any Burglary and Theft Protective Safeguards listed in the Schedule, and over which you had control, in complete working order.

3. We will not pay for loss or damage caused to vacant buildings, or the vacant portion of partially vacant buildings, if prior to the event giving rise to the loss or damage you are not in compliance with any of the Vacant Building

Protective Safeguards, V1 to V3, shown in the Schedule.

4. We will not pay for loss or damage caused by or resulting from fire or explosion, if prior to the fire or explosion, any of Policy Conditions R1 through R4 are included in the Schedule and you are not in compliance with those conditions.
5. We will not pay for loss or damage caused by or resulting from power surge or electrical arcing, if prior to the power surge or electrical arcing, Policy Condition R5 is included in the Schedule and you are not in compliance with that conditions.
6. We will not pay for loss or damage caused by or resulting from electrical arcing or fire, if prior to the electrical arcing or fire, any of Policy Conditions R6 through R8 are included in the Schedule and you are not in compliance with those conditions.
7. We will not pay for loss or damage caused by or resulting from water damage, if prior to the water damage, any of Policy Conditions R9 through R10 are included in the Schedule and you are not in compliance with those conditions.
8. We will not pay for loss or damage caused by or resulting from water damage originating from the roof, if prior to the water damage, any of Policy Conditions R11 through R16 are included in the Schedule and you are not in compliance with those conditions.

   For the purposes of Policy Conditions R11 through R16, the "roof surface" refers to the shingles, tiles, cladding, metal or synthetic sheeting, or similar materials covering the roof, including all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.
9. We will not pay for loss or damage, from any cause of loss, if prior to the loss or damage, you are not in compliance with any of the Additional Policy Conditions included in the Schedule, if any.

C. If any of Policy Conditions R11 through R16 are included in the Schedule and you are not in compliance with those conditions, the following is added to G. Optional Coverages, 3. Replacement Cost of the Building and Personal Property Coverage Form:

This optional coverage also does not apply to the roofing system, which includes, but is not limited to, the roof surface, decking and support. The "roof surface" referenced in the previous sentence refers to the shingles, tiles, cladding, metal or synthetic sheeting, or similar materials covering the roof, including all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

PROTECTIVE SAFEGUARD SCHEDULE

Item	Applicable Buildings (Location # - Building #)
R11	All

The following Additional Policy Conditions apply:

Description	Applicable Buildings (Location # - Building #)
There are no Exterior Insulation Finishing System (EIFS) or Dryvit construction elements present on any building, unless for decorative purposes only	All
New Location(s) added to this Policy will be subject to underwriting review and may be subject to separate rating and/or require higher deductibles	All
$250k Minimum per Occurrence applies to % Named Storm Deductible	All

LIMITATION ON COVERAGE FOR ROOF SURFACING

This endorsement applies to the following buildings (location number - building number):

All Buildings

A. **Actual Cash Value for Roof Surfacing**

Replacement cost coverage, if otherwise applicable to the coverage provided for the buildings identified above, does not apply to the roof surfacing on those buildings. Instead, we will determine the value of roof surfacing at actual cash value, net of depreciation, as of the time of loss or damage.

B. **Cosmetic Damage to Roof Surfacing Exclusion**

We will not pay for cosmetic damage to roof surfacing on the buildings identified above, if such damage is caused by wind or hail.

C. **Definition of Cosmetic Damage**

For the purpose of this endorsement, cosmetic damage means marring, pitting or other superficial damage that alters the appearance of the roof surfacing, but does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

D. **Definition of Roof Surfacing**

For the purpose of this endorsement, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting, or similar materials covering the roof, including all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

ACV COVERAGE FOR ROOF SURFACING

This endorsement applies to the following buildings (location number - building number):

All Buildings

A. **Actual Cash Value for Roof Surfacing**

Replacement cost coverage, if otherwise applicable to the coverage provided for the buildings identified above, does not apply to the roof surfacing on those buildings. Instead, we will determine the value of roof surfacing at actual cash value, net of depreciation, as of the time of loss or damage.

B. **Definition of Roof Surfacing**

For the purpose of this endorsement, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting, or similar materials covering the roof, including all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

ROOF SURFACING COSMETIC DAMAGE EXCLUSION

This endorsement applies to the following buildings (location number - building number):

All Buildings

A. **Cosmetic Damage to Roof Surfacing Exclusion**

We will not pay for cosmetic damage to roof surfacing on the buildings identified above, if such damage is caused by wind or hail.

B. **Definition of Cosmetic Damage**

For the purpose of this endorsement, cosmetic damage means marring, pitting or other superficial damage that alters the appearance of the roof surfacing, but does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

C. **Definition of Roof Surfacing**

For the purpose of this endorsement, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting, or similar materials covering the roof, including all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

WINDSTORM PROTECTIVE DEVICES

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNER COVERAGE FORM

A. For the premium charged:

1. We acknowledge the installation of storm shutters or other windstorm protective devices, reported by you to us, that protect all exterior wall and roof openings, including doors, windows, skylights and vents, other than soffit and roof ridge vents, that are part of all buildings located at the premises described in the Schedule.

2. You agree to:

   a. Maintain each storm shutter or other windstorm protective device in working order;

   b. Close and secure all storm shutters or other windstorm protective devices when necessary or arrange for others to do so in your absence; and

   c. Let us know promptly of:

      (1) The alteration, disablement, replacement, or removal of, or significant damage to, any storm shutter or other windstorm protective device; or

      (2) Any alterations or additions to existing buildings or the construction of any new buildings;

   at the premises described in the Schedule.

B. While your failure to comply with any of the conditions in **A.2.** above will not result in denial of a claim for loss caused by Windstorm or Hail, we reserve the right to discontinue the benefits of this endorsement, including any related premium credit, in the event of such failure.

Schedule of Applicable Buildings

This endorsement is applicable to the following buildings (Location - Building):

12-1

APPRAISAL PROCESS ENDORSEMENT

This endorsement modifies insurance provided under all Coverage Parts and replaces any and all other provisions regarding appraisal.

A. Request for Appraisal

1. If we and you disagree on the value of the property or the amount of loss, either party may request, in writing, an appraisal of the value of the property and/or the amount of loss. You cannot make such request unless: (i) you have fully complied with all provisions of this policy; and (ii) we have received a signed and sworn proof of loss from you identifying the total amount being claimed under the policy along with detailed amounts for each type of coverage being claimed including but not limited to real property, personal property, stock, contents, debris removal, business income, extra expense, ordinance or law, and any other additional coverage a claim is being made.
2. An appraisal may then take place only if both parties agree in writing to participate in the appraisal process pursuant to terms of a written agreement between the parties. At a minimum, such written agreement will specify a protocol for:
   a. the selection of a disinterested, competent and impartial appraiser who does not have any financial interest in the claim or appraisal award, including any contingent interest in the outcome of the claim or appraisal award;
   b. the inspection of the property by the appraisers;
   c. communications between and among the appraisers and umpire;
   d. specific itemization of each item of property and business income in dispute, allocated building-by-building, floor-by-floor, unit-by-unit, and/or area-by-area or as otherwise agreed; and
   e. an award form.
3. If the parties cannot agree on a written agreement specifying the protocol within 30 days, an appraisal will not take place.

B. Selection of Umpire

1. If the appraisal moves forward, the two appraisers will select a disinterested, competent and impartial umpire who does not have any financial interest in the claim or appraisal award, including any contingent interest in the outcome of the claim or appraisal award.
2. If the two appraisers cannot agree on an umpire within 15 days of either appraiser proposing one or more umpires, the two appraisers may jointly request that a judge of a court in the county of the loss or damage select a disinterested, competent and impartial umpire who does not have any financial interest in the claim or appraisal award, including any contingent interest in the outcome of the claim or appraisal award.
3. If either party to the appraisal, without notice to the other party, asks a judge to select an umpire, any such selection shall be invalidated and the selection of a new umpire shall be required. If the appraisers do not jointly agree to request the appointment of an umpire, either you or we can unilaterally end the appraisal upon written notice to the other.

C. Appraisal Procedures

1. Each appraiser will independently state, in accordance with the terms and conditions of this policy, the actual cash value and replacement cost value for each item of damaged real and personal property as well as any other disputed amounts as required by the written appraisal agreement.
2. If the appraisers fail to agree, they will submit their differences to the umpire and any agreement in the amount of loss between the umpire and either appraiser will be binding.
3. Each party will pay its chosen appraiser and will equally bear all other expenses of the appraisal and umpire.

D. Restrictions on Scope of Appraisal

In connection with the appraisal proceeding, neither the appraisers nor the umpire shall have authority to decide questions of law. Neither the appraisers nor the umpire shall attempt to resolve any issue of insurance coverage, policy exclusions, compliance with the policy terms and conditions, or any issues concerning any limits of insurance available under the Policy.

E. Additional Provisions

1. A request for or participation in appraisal does not relieve you of your continuing obligation to comply with the terms and conditions of this policy, including all requirements outlined in event of a loss. We may require completion of any of your duties, responsibilities or requirements of this policy prior to continuance of the appraisal proceeding. We will not be held to have waived any of our rights by any act relating to appraisal, including our right to deny a claim in whole or in part.
2. Where applicable, the parties agree that the time period for which to respond to and/or cure any Civil Remedy Notice(s) during the pendency of appraisal is the longer of:
   a. 30 days after a binding appraisal agreement is reached pursuant to the terms of this endorsement; or
   b. the expiration of the time period prescribed by statute.
3. All other terms and conditions of this Policy remain unchanged.

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement supersedes any cancellation provision in the Policy in regards to refund or return premium calculations if we or you cancel this Policy, remove one or more locations from this Policy, or reduce the Total Insured Values (TIV) on one or more locations covered by this Policy.

Minimum Earned Premium Due to Cancellation

If we or you cancel this Policy, the Minimum Earned Premium will be 20% and the remaining 80% will be returned on a pro-rata basis, calculated as the number of days remaining in the Policy term as a percentage of the total number of days in the Policy term, and subject to the Wind Season Adjustment described below.

If the Policy was in force for one or more days during the period from June 1 to November 30, the return premium calculated in the preceding paragraph will be reduced by 50%. This Wind Season Adjustment to the return premium calculation will be waived if the cancellation is the result of a sale of the insured property and sufficient documentation of such sale is presented to us within ten (10) days of the requested cancellation.

Removal of Property and Reduction in TIV

If, rather than cancel the policy, you remove one or more locations or reduce the TIV, the same calculations described above for Cancellation, including the Wind Season Adjustment, will apply to the portion of the total policy premium related to the removed location(s) or location(s) where the TIV was reduced.

Endorsements and Fees

For the purposes of this endorsement, the premium shall be calculated taking into account all endorsements with effective dates on or prior to the effective date of the cancellation, removal or reduction in TIV, but shall not include Inspection Fees, Policy Fees or Modeling Fees, all of which are fully earned by us as of the effective date of the Policy.

Cancellation for Non-Payment of Premium

Your failure to make timely payment of premium shall be considered a request by you to cancel the Policy. In the event of such cancellation for non-payment of premium, the return premium calculations described above will apply and any premium earned by us shall be due and payable. Such non-payment cancellation may be rescinded by us if you remit the full premium due within ten (10) days of receiving the Policy cancellation notice.

All other terms and conditions of this Policy remain unchanged.

ORDINANCE OR LAW ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
COMMERCIAL CONDOMINIUM UNIT-OWNERS COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM

A. **Ordinance or Law Limits Schedule**

Each coverage, Coverage A, Coverage B, Coverage C and Coverage D, is provided under this endorsement only if that Coverage(s) is reflected in the Ordinance or Law Limits Schedule in the Declarations and then only with respect to the building(s) identified for that Coverage(s) in the Schedule.

B. **All Coverage Limits Reflect Sub-Limits**

Each of Coverage A, Coverage B, Coverage C and Coverage D, the coverage is included within the Limit of Insurance shown in the Declarations as applicable to the covered building, whether provided separately or as a Combined Limit. Amounts shown in the Ordinance or Law Limits Schedule in the Declarations represent sub-limits and do **not** increase the Limit of Insurance.

C. **Coverage Conditions**

The Coverages provided by this endorsement apply only if both conditions C.1. and C.2. are satisfied and are subject to the qualification in C.3.

1. The ordinance or law regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises, and such ordinance or law is in force at the time of loss.

   But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2. A Covered Cause of Loss results in enforcement of the ordinance or law and

   a. the building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or

   b. the building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.

   If the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

3. In the situation described in C.2.b. above, we will not pay the full amount of loss otherwise payable under the terms of Coverages A, B, C or D of this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

   However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages A, B, C or D of this endorsement.

D. **Restrictions**

We will not pay under Coverages A, B, C or D of this endorsement for:

1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by pollutants or due to the presence, growth, proliferation, spread or any activity of fungus, wet or dry rot or bacteria; or

2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants, fungus, wet or dry rot or bacteria.

The terms fungus and pollutants each have the meaning as defined elsewhere in the policy.

E. **Coverage**

1. Coverage A – Loss to the Undamaged Portion of the Building

   With respect to the building that has sustained covered direct physical damage, we will pay under Coverage A for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

2. Coverage B – Demolition Cost

   With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

3. Coverage C – Increased Cost of Construction

   a. With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

      i. Repair or reconstruct damaged portions of that building; and/or

      ii. Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

      when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

      However:

      i. This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

      ii. We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

   b. When a building is damaged or destroyed and Coverage C applies to that building in accordance with E.3.a. above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in E.3.a.:

      i. The cost of excavations, grading, backfilling and filling;

      ii. Foundation of the building;

      iii. Pilings; and

      iv. Underground pipes, flues and drains.

      The items listed in E.3.b.i. through E.3.b.iv. above are deleted from Property Not Covered, but only with respect to the coverage described in this provision, E.3.b.

4. Coverage D – Increased Period of Restoration

   With respect to the building that has sustained covered direct physical damage, if Coverage D applies as per the Ordinance or Law Limits Schedule in the Declarations, the Period of Restoration definition is replaced by the following:

   Period of Restoration means the period of time that:

   a. Begins:

      i. 72 hours after the time of direct physical loss or damage for Business Income coverage; or

      ii. Immediately after the time of direct physical loss or damage for Extra Expense coverage;

      caused by or resulting from any Covered Cause of Loss at the described premises; and

   b. Ends on the earlier of:

i. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

ii. The date when business is resumed at a new permanent location.

Period of Restoration includes any increased period required to repair or reconstruct the property to comply with the minimum standards of any ordinance or law, in force at the time of loss, that regulates the construction or repair, or requires the tearing down of any property. The expiration date of the policy will not cut short the Period of Restoration.

F. **Loss Payment**

The following loss payment provisions, F.1. through F.5., are subject to the apportionment procedures set forth in Section C.3. of this endorsement.

1. Coverage A – When there is a loss in value of an undamaged portion of a building to which Coverage A applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

   a. If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:

      i. the amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

      ii. the Limit of Insurance shown in the Declarations as applicable to the covered building.

   b. If the Replacement Cost Coverage Option applies and the property is not repaired or replaced, or if the Replacement Cost Coverage Option does not apply, we will not pay more than the lesser of:

      i. the actual cash value of the building at the time of loss; or

      ii. the Limit of Insurance shown in the Declarations as applicable to the covered building.

2. Coverage B – Unless Paragraph F.4. applies, loss payment under Coverage B – Demolition Cost Coverage will be determined as follows:

   We will not pay more than the lesser of the following:

   a. The amount you actually spend to demolish and clear the site of the described premises; or

   b. The applicable Sub-limit shown for Coverage B in the Ordinance or Law Limits Schedule in the Declarations. If such Sub-limit is shown as a percentage, the Sub-limit shall be calculated as that percentage multiplied by the applicable Building and BPP limits, subject to a maximum dollar amount, if any is shown.

3. Coverage C – Unless Paragraph F.4. applies, loss payment under Coverage C – Increased Cost of Construction Coverage will be determined as follows:

   a. We will not pay under Coverage C until the property is actually repaired or replaced, at the same or another premises and unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

   b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage C is the lesser of:

      i. the increased cost of construction at the same premises; or

      ii. the applicable Sub-limit shown for Coverage C in the Ordinance or Law Limits Schedule in the Declarations. If such Sub-limit is shown as a percentage, the Sub-limit shall be calculated as that percentage multiplied by the applicable Building and BPP limits, subject to a maximum dollar amount, if any is shown.

   c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage C is the lesser of:

      i. the increased cost of construction at the new premises; or

      ii. the applicable Sub-limit shown for Coverage C in the Ordinance or Law Limits Schedule in the Declarations. If such Sub-limit is shown as a percentage, the Sub-limit shall be calculated as that percentage multiplied by the applicable Building and BPP limits, subject to a maximum dollar amount, if any is shown.

4. Coverage B & C (Combined) – If a Combined Sub-limit is shown for Coverages B and C in the Ordinance or Law Limits Schedule in the Declarations, Paragraphs F.2. and F.3. of this endorsement do not apply with respect to the building that is subject to the Combined Sub-limit, and the following loss payment provisions apply instead.

   The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the Combined Sub-limit shown for Coverages B and C in the Ordinance or Law Limits Schedule in the Declarations. If such Sub-limit is shown as a percentage, the Sub-limit shall be calculated as that percentage multiplied by the applicable Building and BPP limits, subject to a maximum dollar amount, if any is shown.

   Subject to this Combined Sub-limit, the following loss payment provisions apply:

   a. For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.

   b. With respect to Increased Cost of Construction,

      i. We will not pay for the increased cost of construction until the property is actually repaired or replaced, at the same or another premise, unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

      ii. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

      iii. If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

G. **Terms Applied Separately for Each Building**

The terms of this endorsement apply separately to each building to which this endorsement applies.

H. **Compliance Requirement**

We will not pay for loss due to any ordinance or law that you were required to comply with before the loss, even if the building was undamaged, and which you failed to comply with.

PRIOR LOSS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - SPECIAL FORM
CAUSES OF LOSS – WINDSTORM OR HAIL ONLY FORM

The following **Prior Loss Exclusion** is added to this policy:

We will not pay for any loss or damage that occurred prior to the effective date of this policy, including any continuation, change or resumption of such loss or damage during the Policy Period.

In the event the effective date of this policy is prior to the date coverage was requested to be bound, this policy will not pay for any loss or damage occurring between the effective date of this policy and the date coverage was requested to be bound.

ADDITIONAL POLICY EXCLUSIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS – SPECIAL FORM
CAUSES OF LOSS – BASIC FORM

1. **Aluminum Wire Exclusion**
   This policy does not cover any loss or damage caused by, or resulting from, a malfunction of aluminum distribution wiring.
2. **Existing Damage Exclusion**
   This policy does not cover any loss or damage to covered property:
   a. That occurred prior to the inception date of this policy regardless of whether such damages were apparent at the time of the inception of this policy or became apparent at a later date.
   b. Arising out of workmanship, repairs or lack of repairs arising from damage that occurred prior to the inception date of this policy.

   If the Valuation Clause in this policy is Replacement Cost or Agreed Amount, this policy does not provide coverage for Replacement Cost or Agreed Amount until and unless all property covered by your previous policy has been fully and completely repaired.

   Prior to the completion of repairs, coverage provided by this policy is limited to the greater of:

   i. The actual cash value of the property at the time of a covered loss occurring during the policy period; or
   ii. The cost of repairing the property to a condition at which it existed at the time of a loss covered by this policy.

ASBESTOS AND TOXIC MATERIALS EXCLUSION

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNER COVERAGE FORM
CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - SPECIAL FORM
CAUSES OF LOSS - WINDSTORM OR HAIL ONLY FORM

This policy does not provide coverage for any loss or damage caused by or resulting from the actual, alleged, or threatened release or escape of any asbestos or "toxic materials" meaning any solid, liquid or gaseous material that is toxic or poisonous to humans or animals, including but not limited to dioxin, polychlorinated biphenyls and lead.

We will not pay for any loss, damage or expense arising out of:

1. The removal of asbestos or "toxic materials" from any building or structure, fixture item of personal property or product;
2. Any demolition or increased cost of construction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos or "toxic materials";
3. Any governmental direction or request declaring that asbestos or "toxic materials" present in or part of or utilized on any undamaged portion of the insured's property, can no longer be used for the purpose it was intended or installed and must be removed or modified.

We have no duty to defend or indemnify any insured against any loss, damage, claim, suit or other legal action or proceedings alleging damages to which this exclusion applies.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to any such loss, damage or expense.

EIFS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under this policy. Please read it carefully.

The exclusions and limitations in this endorsement apply regardless of any other cause or event contributing concurrently or in any sequence.

A. If any building insured by this policy is constructed using "Exterior Insulation Finish System" (EIFS) components, then except in cases where the EIFS components are exclusively applied to concrete, gypsum block, hollow concrete block or any other wall constructed of masonry materials, coverage for such buildings is excluded for windstorm or hail, flood and earthquake, if such causes of loss are covered under the policy. This exclusion applies to coverage for the building, building personal property and business income, if such coverages are included in this policy.

B. This policy does not provide coverage for damage to EIFS components, or buildings containing EIFS components, that is directly or indirectly the result of a defect in the design, construction or installation of the EIFS components.

C. Definition: An "Exterior Insulation and Finish System" (EIFS) means an exterior cladding or finish system applied to a building, and consisting of:

   1. A rigid or semi-rigid sheathing or insulation board, including gypsum-based, wood-based, or insulation-based materials;
   2. The adhesive or mechanical fasteners used to attach the sheathing or insulation board to the substrate;
   3. A reinforcing mesh that is embedded in a coating applied to the sheathing or insulation board; and
   4. A finish coat.

   An "Exterior Insulation and Finish System" includes Dryvit® systems and synthetic stucco exterior cladding or finish systems.

All other terms and conditions remain unchanged.

PATHOGEN EXCLUSION

Notwithstanding any other provision of this Policy or any endorsement thereto, this Policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with the presence of a "Pathogen" or the fear or threat (whether actual or perceived) of a "Pathogen".

For the purposes of this exclusion, such loss, damage, claim, cost, expense or other sum includes but is not limited to:

1. any cost to clean-up, detoxify, remove, monitor or test for a "Pathogen";
2. any loss or damage to property that is affected by such "Pathogen"; and
3. any loss, including loss of income, from the interruption of business as a result of or in any way related to the presence of a "Pathogen", including but not limited to interruption or interference resulting from any action by, advice of or restriction imposed by any government or any local or public authority.

As used herein, a "Pathogen" means any virus, bacteria or organism, living or otherwise, that can cause disease. However, if this Policy provides coverage for mold resulting from a cause of loss not otherwise excluded, this endorsement does not apply to such loss or damage from mold.

All other terms, conditions and exclusions of the policy remain the same.

TOXIC DRYWALL EXCLUSION

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - SPECIAL FORM
CAUSES OF LOSS – WINDSTORM OR HAIL ONLY

This policy does not provide coverage for any claim or liability arising out of, caused by or attributed to the use, installation, repair, removal, disposal, presence or service of sheetrock, gypsum board, wallboard or any similar product that:

1. Was manufactured in or distributed from China; or,
2. Emits Hydrogen Sulfide (H2S), Sulfur Dioxide (SO2), Strontium Sulfide (SrS), or Carbonyl Sulfide (COS) collectively referred to as “Toxic Drywall”.

In addition, there is no coverage under this policy for the following:

1. “Toxic Drywall” material removal unless the “Toxic Drywall” itself is first damaged by a covered cause of loss;
2. Demolition or increased cost of construction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating “Toxic Drywall” material;
3. Any government direction or request declaring that “Toxic Drywall” material present in or part of or utilized on any undamaged portion of the Covered Property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

We have no duty to defend or indemnify any insured against any loss, damage, claim, suit or other legal action or proceedings alleging damages to which this exclusion applies.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to any such loss, damage or expense.

ABSOLUTE POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - SPECIAL FORM
CAUSES OF LOSS - WINDSTORM OR HAIL ONLY

The term "pollutants" in this endorsement means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Causes of Loss - Basic Form

With respect to the Causes of Loss - Basic Form, the following Absolute Pollution Exclusion is added to Section B. Exclusions:

We will not pay for any loss, damage or expense, including defense costs and expenses, arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.

Causes of Loss - Special Form

With respect to the Causes of Loss - Special Form, paragraph B. Exclusions, 2.l., is deleted in its entirety and the following Absolute Pollution Exclusion is added to Section B. Exclusions:

We will not pay for any loss, damage or expense, including defense costs and expenses, arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.

Causes of Loss - Windstorm or Hail Only Form

With respect to the Causes of Loss - Windstorm or Hail Only Form, the following Absolute Pollution Exclusion is added to this policy:

We will not pay for any loss, damage or expense, including defense costs and expenses, arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.

EXCLUSION OF MALICIOUS USE OF BIOLOGICAL OR CHEMICAL WEAPONS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Exclusion of Malicious Use of Biological or Chemical Weapons

We will not pay for loss or damage, or for costs or expenses of any nature directly or indirectly caused by, resulting from, or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

Such loss, damage, costs or expenses are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, costs or expenses.

This exclusion applies even if the malicious use of biological or chemical weapons is associated with a certified act of terror, regardless of whether coverage for such certified act of terror is provided in the policy or not.

GEOMAGNETIC STORM, ELECTROMAGNETIC STORM AND SPACE WEATHER EXCLUSION

This policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with Geomagnetic or Electromagnetic storm(s) or disturbances and/or any Space Weather phenomenon as classified by National Oceanic and Atmospheric Administration (NOAA).

All other terms and conditions of the policy remain unchanged.

FRAUD NOTICE - TX

Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison.

PRIVACY POLICY

The Insurance Carriers scheduled within this policy (the "Companies"), believe personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the group of Companies associated with the Carriers scheduled within this Policy or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose "consumer credit report" type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer's eligibility for credit, insurance or employment. "Consumer credit report type information" means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;

- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

TX COMPLAINT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Ventus Risk Management
To get information or file a complaint with your insurance company or HMO:
Call: Sylvia Prophett at 1-844-983-6887
Toll-free: 1-844-983-6887
Email: sylvia.prophett@ventusrisk.com
Mail: P.O. Box 25004, Columbia, SC 29224

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:
Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Ventus Risk Management
Para obtener información o para presentar una queja ante su compañía de seguros o HMO:
Llame a: Sylvia Prophett at 1-844-983-6887
Teléfono gratuito: 1-844-983-6887
Correo electrónico: sylvia.prophett@ventusrisk.com
Dirección postal: 1030 Wildwood Center Drive, Suite A, Columbia, SC 29229

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:
Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

CLAIM REPORTING PROCEDURES

Sedgwick Delegated Authority (SDA) operates a Claims Intake Center to accept all property claim reports via phone, mail or e-mail. This center is open and available to accept claim reports 24 hours a day.

Mailing Address
Sedgwick Delegated Authority
Attn: Ventus Risk
12650 Ingenuity Drive Suite 200
Orlando, FL 32826

Phone and Email
Phone: 888-659-1893
Email: Ventus@Sedgwick.com

Online Claim Reporting
Claims can also be reported using SDA's digital claims form, available at:

https://intake.sedgwick.com/u/VentusRisk/reportaclaim

THE FOLLOWING INFORMATION SHOULD BE INCLUDED ON ALL CORRESPONDENCE

A. Name of the Insured
B. Policy number
C. Claim number, if one has been assigned
D. Location number, building number and street address of the building(s) where loss or damage has occurred

SERVICE OF SUIT (ASIC)

It is agreed that:

1. In the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction. All matters arising under this Policy shall be determined in accordance with the law and practice of such Court, provided that nothing shall prohibit the Insurer from removing any action, suit or proceeding to a United States District Court. The Insurer shall abide by the final decision of such court or any appellate court in the event of an appeal.
2. Service of process in the above described action, suit or proceeding may be made upon: General Counsel, Arch Specialty Insurance Company, Harborside 3, 210 Hudson Street, Suite 300 Jersey City, NJ 07311-1107. Upon the request of the Insured, such General Counsel shall give a written undertaking to enter an appearance on behalf of the Insurer in the event that such an action, suit or proceeding shall be instituted.
3. Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Insurer hereby designates the Superintendent, Commissioner, or Director of Insurance or other officer specified in such statute as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted against the Insurer upon this Policy. The Superintendent, Commissioner or Director of Insurance or other officer is hereby authorized and directed to accept service of process on behalf of the Insurer in any such action, suit or proceeding and to mail a copy of such process to the above mentioned General Counsel. All other terms and conditions of this policy remain unchanged.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

LLOYD'S OF LONDON SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon:

Lloyd's America, Inc.
Attention: Legal Department
280 Park Avenue, East Tower 25th Floor
New York, NY 10017

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

CHOICE OF LAW ENDORSEMENT

The Insured and the Insurer agree that New York law shall control the interpretation, application and meaning of this contract, whether in suit or otherwise, without regard to any conflict of laws rules that would cause the application of the laws of any other jurisdiction.

All other terms and conditions of this Policy remain unchanged.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site: http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

POLICYHOLDER NOTICE: SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

TOTAL TERRORISM EXCLUSION

This endorsement modifies insurance provided under the Policy.

A. The following definition is added and applies under this endorsement whenever the term terrorism, is enclosed in quotation marks:

"Terrorism" means activities against persons, organizations or property of any nature:

1. that involve the following or preparation for the following:
   a. use or threat of force or violence; or
   b. commission or threat of a dangerous act; or
   c. commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When:
   a. the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
   b. it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We (the Company) will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage.

This exclusion also applies when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
4. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

C. **Application Of Other Exclusions**

1. When the EXCLUSION OF TERRORISM applies in accordance with the terms of **B.1., B.2.** or **B.3.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The EXCLUSION OF TERRORISM contained in this Endorsement replaces any terrorism exclusion contained in this Coverage Form, Coverage Part or Policy.
3. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion, War Exclusion, or the War And Military Action Exclusion.

All other terms and conditions of this Policy remain unchanged.

CITY OF ALVIN - VENTUS SCHEDULE OF VALUES

* Bldg No.	Location Name	*Street Address	*City	*State Code	*Zip	County	*ISO Const	Construction Description	*Orig Year Built	Roof Replacement	# of Stories	*Real Property Value ($)	Personal Property Value ($)	*Total TIV	*Square Footage	Flood Zone	
1	City Hall w/Flag Pole	216 W Sealy St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1971	2019 upper & 2020 lower	2	$3,416,099	$745,200	$4,161,299	16,048	X	*FY2019 lower roof replacement $16,250
2	Westend Concession w/Restroom	2200 Westpark Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	1975	2000	1	$125,336	$0	$125,336	980	X	
5	Office w/Garage	709 E House St	Alvin	TX	77511	Brazoria	3	Noncombustible	1981	2018	2	$760,007	$248,400	$1,008,407	4,588	X	
6	Fire Station w/80kw Generator/Comm Tower/Flag Pole	302 W House St	Alvin	TX	77511	Brazoria	2	Joisted Masonry	1966	1997	2	$1,526,558	$248,400	$1,774,958	10,739	X	
7	Fire Substation w/25kw Generator/Comm Tower	110 Medic Ln	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1986	2016	1	$372,370	$37,260	$409,630	3,200	X	
8	Library w/Flag Pole/(2)Brick Walls/(2)Gates	105 S Gordon St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1994	1997	1	$3,549,368	$226,370	$3,775,738	18,273	X	
9	Shop #B	1100 W Hwy 6	Alvin	TX	77511	Brazoria	3	Noncombustible	1970	2014	2	$423,987	$62,100	$486,087	3,150	X	
10	Office w/Warehouse #A	1100 W Hwy 6	Alvin	TX	77511	Brazoria	3	Noncombustible	1970	2014	2	$1,485,500	$75,251	$1,560,751	14,855	X	
11	Museum w/Flag Pole	304 W Sealy St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1940	1980 & 2018	1	$1,581,083	$0	$1,581,083	7,236	X	
12	Administration Bldg w/40kw Generator/(2)WoodFences	800 Dyche Ln	Alvin	TX	77511	Brazoria	3	Noncombustible	1984	1984	1	$520,000	$62,100	$582,100	5,200	X	
15	Service Facility #C	1100 W Hwy 6	Alvin	TX	77511	Brazoria	3	Noncombustible	1970	2014	2	$405,800	$62,100	$467,900	4,058	X	
16	Senior Citizens Center	309 W Sealy St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1940	2006, 2015 & 2016	1	$1,473,196	$98,118	$1,571,314	10,931	X	
17	Police Station/Comm Tower/Generator/Flag/Walls	1500 S Gordon St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1997	partial 2015 & 2018	1	$4,564,989	$2,484,000	$7,048,989	19,152	X	*FY2019 center roof replacement $12,100
18	Field Box/Storage Building	2200 Westpark Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	1975	2000	2	$162,000	$0	$162,000	1,296	X	
19	Concession w/Restroom	1500 W South St	Alvin	TX	77511	Brazoria	2	Joisted Masonry	1975	1980	1	$200,000	$0	$200,000	1,600	X	
20	Restroom	1060 College Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2000	2000	1	$260,702	$0	$260,702	1,050	X	
21	Playground Equipment	800 Shaw St	Alvin	TX	77511	Brazoria			1999	n/a	n/a	$87,240	$0	$87,240	0	X	
22	Playground Equipment	2200 Westpark Dr	Alvin	TX	77511	Brazoria			1999	n/a	n/a	$87,240	$0	$87,240	0	X	
23	Playground Equipment	1200 Newman St	Alvin	TX	77511	Brazoria			1999	n/a	n/a	$87,240	$0	$87,240	0	A	
24	Score Booth #1	2200 Westpark Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2000	2000	1	$12,500	$0	$12,500	100	X	
25	Museum-Old Railroad Depot	119 E Willis St	Alvin	TX	77511	Brazoria	1	Frame	1910	2008	1	$351,142	$0	$351,142	2,151	X	
26	Equipment Shed/Storage	1100 W Hwy 6	Alvin	TX	77511	Brazoria	3	Noncombustible	1980	1999	1	$577,600	$24,840	$602,440	5,776	X	
27	Score Booth #2	2200 Westpark Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2000	2000	1	$12,500	$0	$12,500	100	X	
28	Pool	919 Bayou Dr	Alvin	TX	77511	Brazoria			1954	n/a	1	$727,001	$12,420	$739,421	0	A	
29	Restroom	2200 Westpark Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2001	2001	1	$203,124	$0	$203,124	676	X	
30	Lighting	2200 Westpark Dr	Alvin	TX	77511	Brazoria			0	n/a	n/a	$581,601	$0	$581,601	0	X	
31	Pump House at Pool w/Pumps/Equipment	919 Bayou Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2003	2003	1	$172,591	$0	$172,591	576	A	
32	Lighting	1060 College Dr	Alvin	TX	77511	Brazoria			0	n/a	n/a	$218,100	$0	$218,100	0	X	
33	Lighting	1500 W South St	Alvin	TX	77511	Brazoria			0	n/a	n/a	$239,911	$0	$239,911	0	X	
34	Eastend Concession w/Restroom	2200 Westpark Dr	Alvin	TX	77511	Brazoria	3	Noncombustible	1975	1975	1	$239,474	$0	$239,474	1,412	X	
35	Score Booth #3	2200 Westpark Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2000	2000	1	$12,000	$0	$12,000	96	X	
36	Picnic Shelter	2200 Westpark Dr	Alvin	TX	77511	Brazoria	1	Frame	1980	1980	n/a	$60,000	$0	$60,000	480	X	
37	Picnic Shelter #1	2200 Westpark Dr	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	2001	2001	n/a	$40,000	$0	$40,000	400	X	
38	Fire Station #3/100kw Generator/Flag/(2)Light Pole	2700 FM 1462	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	2007	2007	1	$1,033,360	$13,662	$1,047,022	5,623	X	
39	Bath House/Restroom/Office	919 Bayou Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2003	2003	1	$424,424	$0	$424,424	2,899	X	
40	(2)Picnic Shelters	919 Bayou Dr	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	2003	2003	n/a	$80,000	$0	$80,000	800	A	
41	Parking Shelter	302 W House St	Alvin	TX	77511	Brazoria	3	Noncombustible	2004	2004	n/a	$76,000	$0	$76,000	760	X	
42	Storage Building	1080 W Snyder St	Alvin	TX	77511	Brazoria	1	Frame	1984	2010	1	$90,000	$0	$90,000	720	X	
43	Fence 1040ft w/(5)Gates	1080 W Snyder St	Alvin	TX	77511	Brazoria			0	n/a	n/a	$27,916	$0	$27,916	0	A	
44	Chlorine Building	1080 W Snyder St	Alvin	TX	77511	Brazoria	1	Frame	2000	2015		$12,500	$0	$12,500	100	X	
45	Pump House	1080 W Snyder St	Alvin	TX	77511	Brazoria	3	Noncombustible	1957	2015		$152,000	$0	$152,000	1,520	A	
55	Generator - Energy Pac w/ISUZU Engine	110 W Hwy 6 @ PSF1100	Alvin	TX	77511	Brazoria			2011	n/a	0	$87,240	$0	$87,240		A	
56	Storage Bldg	709 E House St	Alvin	TX	77511	Brazoria	1	Frame	2001	2001	1	$8,724	$6,210	$14,934		X	
57	Concession Stand at Bob Briscoe Park	3625 Natures Way (Bob Briscoe Park)	Alvin	TX	77511	Brazoria	1	Frame	2009	2010	1	$363,502	$62,100	$425,602		A	
59	Animal Control/Generator/Fence/Gate/Flag Pole	550 W Highway 6	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	2014	2014	1	$2,106,546	$434,700	$2,541,246	7,271	AE	
60	Batting Cage	1060 College Dr	Alvin	TX	77511	Brazoria			2005	n/a	1	$114,884	$0	$114,884	0	A	
61	Playground Equipment	3502 Mustang Rd	Alvin	TX	77511	Brazoria			2002	n/a	n/a	$165,147	$0	$165,147	0	A	
62	Playground Equipment	1185 S Magnolia	Alvin	TX	77511	Brazoria			2009	n/a	n/a	$71,802	$0	$71,802	0	A	
64	10x10 Picnic Shelter	575 E Hathaway	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	2011	2012	n/a	$189,560	$0	$189,560	0	A	
65	Fence-Free Standing	2200 West Park Dr	Alvin	TX	77511	Brazoria	3	Noncombustible	2002	n/a	n/a	$165,147	$0	$165,147	0	A	
66	Fence-Freestanding	1060 College Dr	Alvin	TX	77511	Brazoria	3	Noncombustible	1999	n/a	n/a	$165,147	$0	$165,147	0	A	
67	Fence-Free Standing	1500 W South St	Alvin	TX	77511	Brazoria	3	Noncombustible	2000	n/a	n/a	$47,389	$0	$47,389	0	A	
68	Rotary Pavilion	118 S Magnolia	Alvin	TX	77511	Brazoria	3	Noncombustible	2011	2011	n/a	$70,366	$0	$70,366	0	A	
69	Bridge	118 S Magnolia	Alvin	TX	77511	Brazoria	3	Noncombustible	2003	n/a	n/a	$160,838	$0	$160,838	0	A	
70	Park Pavilions	919 Bayou Dr	Alvin	TX	77511	Brazoria	3	Noncombustible	2011	2003	n/a	$70,366	$0	$70,366	0	A	
71	Park Pavilion	3625 Briscoe Dr	Alvin	TX	77511	Brazoria	3	Noncombustible	2011	2012	n/a	$155,764	$0	$155,764	0	A	
72	Fence-Free Standing (Dog Park)	3625 Briscoe Dr	Alvin	TX	77511	Brazoria	3	Noncombustible	2013	n/a	n/a	$43,081	$0	$43,081	0	A	
73	Lights/Light Poles	3625 Briscoe Dr	Alvin	TX	77511	Brazoria			2009	n/a	n/a	$215,407	$0	$215,407	0	A	
74	Playground Equipment	3625 Briscoe Dr	Alvin	TX	77511	Brazoria			2014	n/a	n/a	$100,523	$0	$100,523	0	A	
75	Playground Equipment	1500 W South St	Alvin	TX	77511	Brazoria			2015		n/a	$327,750	$0	$327,750	2,622	A	
76	Fire & EMS Station	801 E South St	Alvin	TX	77511	Brazoria	3	Noncombustible	2021	2021		$15,035,983	$931,500	$15,967,483			
77	Picnic Pavillion (2)	1200 Newman St	Alvin	TX	77511	Brazoria	1	Frame	1999			$12,000	$0	$12,000			
78	Playground Shade Canopy	3625 Briscoe Dr	Alvin	TX	77511	Brazoria		Frame	2017		n/a	$103,040	$0	$103,040			
79	Storage Building	1060 College Dr	Alvin	TX	77511	Brazoria	1	Frame	1999	2022		$100,000	$0	$100,000			
80	Playground Shade Canopy (1)	3502 Mustang Rd	Alvin	TX	77511	Brazoria	1	Frame	2021		n/a	$50,000	$0	$50,000			
81	Picnic Pavillion (4)	3502 Mustang Rd	Alvin	TX	77511	Brazoria	1	Frame	2021		n/a	$32,000	$0	$32,000			
82	Picnic Pavillion (2)	3502 Mustang Rd	Alvin	TX	77511	Brazoria	1	Frame	2021		n/a	$18,000	$0	$18,000			
									TOTALS:			$46,412,665	$5,834,731	$52,247,396			

CITY OF ALVIN - TWIA SCHEDULE OF VALUES

City of Dickinson
10/01/2020 to 10/01/2021
SOV - Submitted

																	Premium			
3	500k gal-Elevated Water Tank w/Fence	800 Dyche Ln	Alvin	TX	77511	Brazoria	3	Noncombustible	1987	n/a	0	$2,001,000	$0	$2,001,000	0	X	$20,609			
4	500k gal-Elevated Water Tank	5425 Mustang Rd	Alvin	TX	77511	Brazoria	3	Noncombustible	1987	n/a	0	$2,068,000	$0	$2,068,000	0	X	$21,299			
13	Lab w/Office/Shelter/Equipment	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1984	1984*	1	$3,083,000	$821,000	$3,904,000	3,416	X	$39,790			
46	Control Building	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1984	1984*		$43,000	$0	$43,000	108	X	$606			
48	RES Pump Building	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1984	1984*		$111,000	$0	$111,000	629	X	$1,505			
49	Sulfur Dioxide Shed	7100 S CR 160	Alvin	TX	77511	Brazoria	1	Frame	1984	2009		$50,000	$0	$50,000	336	A	$675			
50	Chlorine Building	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1984	1984*		$125,000	$0	$125,000	760	X	$1,695			
51	Old Storage Building	7100 S CR 160	Alvin	TX	77511	Brazoria	1	Frame	1984	1984*		$49,000	$0	$49,000	270	X	$662			
52	Maintenance Shop	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1961	1961*		$91,000	$0	$91,000	450	X	$1,282			
53	Old Blower Building	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1961	1961*		$126,000	$0	$126,000	768	X	$1,709			
												$7,747,000	$821,000	$8,568,000			$89,832			

CITY OF ALVIN - NO WINDSTORM COVERAGE

																	Information Required to Obtain TWIA Windstorm Coverage
14	Blower Bldg w/Pumps/Motors/Equip	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1961	2009		$288,766	$621,000	$909,766	616	A	WPI8 wind certification for 2009 reroof
47	Generator-500kW	7100 S CR 160	Alvin	TX	77511	Brazoria	7		0	n/a	0	$254,449	$0	$254,449	0	A	Orig date of installation & WPI8 wind certification if 1988 or later
54	Generator - ONAN w/Cummins Engine	7100 CR 160 @ WWTP	Alvin	TX	77511	Brazoria			2011	n/a	0	$130,860	$0	$130,860		A	WPI8 wind certification for 2011 installaltion
58	500k gal Elevated Water Tower	3625 N Bypass	Alvin	TX	77511	Brazoria	3	Noncombustible	2009	n/a	0	$2,471,806	$0	$2,471,806		AO	WPI8 wind certification for 2009 installation
												$3,145,881	$621,000	$3,766,881			

AGENDA COMMENTARY

Meeting Date: 9/21/2023

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Resolution 23-R-30, revising the Athletic Facilities Policy for the use of parks and recreational facilities; establishing an effective date; and setting forth other matters related thereto.

Type of Item: Resolution

Summary: The Athletic Facilities Policy is designed to ensure all City facilities are utilized in a safe and efficient manner. The policy provides priority use of athletic facilities for those associations requiring perpetual use and who provide recreational service(s) or to meet a community need. Recommended changes to this policy occur as necessary and are the result of collaborative efforts between the Alvin Sport Associations (ASA), the Parks and Recreation Board, and Parks Department staff. Changes to this policy were previously approved by City Council on June 16, 2022, by Resolution 22-R-15.

On August 22, 2023, the Parks Department hosted a meeting with Alvin Sport Associations to gather suggestions and feedback on proposed changes to the Athletic Facility Policy. On September 5, 2023, at a regular Parks Board meeting, the Board recommended and unanimously approved the changes to the Athletic Facilities Policy.

PROPOSED CHANGES	REASON
Eliminate Alvin Sport Associations listed within the policy	Create an addendum to the policy reviewed and adopted annually listing the Alvin Sport Associations
Require non-association athletic field requests no more than two weeks in advance	Prevent future scheduling conflict with Alvin Sport Association field use
Utilize Event Application for large scale tournaments	Utilize existing application to assist with preparation
MUSCO Lighting usage (Lions & Pearson Park)	Allow self service for sport field light schedule changes by Alvin Sport Associations
Subleasing athletic fields will be strictly prohibited effective 9/15/2024	Require control of all field scheduling/usage thru the Parks Department, provide 1 year effective date for affected Alvin sport associations
Remove Non Alvin Sport Association Application from within the policy	Application will be hosted online thru Civic Rec (City's registration & reservation platform)

Staff recommends approval of Resolution 23-R-30.

Funding Expected:	Revenue _ Expenditure _ N/A X	**Budgeted Item:**	Yes __ No _ N/A X
Funding Acount: ___	**Amount:** ___	**1295 Form Required?**	Yes __ No X
Legal Review Required:	N/A __ Required X	**Date Completed:**	9/12/2023 SLH
Finance Review Required:	N/A X Required __	**Date Completed:**	________

Supporting documents attached:

1. Res 23-R-30; Athletic Policy
2. Exhibit A - 2023 Athletic Policy - Red Line Legal 9-6-2023
3. Exhibit A - 2022 Athletic Policy_FINAL

Recommendation: Move to approve Resolution 23-R-30, revising the Athletic Facilities Policy for use of parks and recreational facilities; establishing an effective date; and setting forth other matters related thereto.

Reviewed by Department Head, if applicable: X
Reviewed by City Attorney, if applicable: X
Reviewed by Chief Financial Officer, if applicable: _
Reviewed by City Manager, if applicable: _

RESOLUTION NO. 23-R-30

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, REVISING THE CITY'S ATHLETIC FACILITIES POLICY FOR USE OF THE CITY'S PARKS AND RECREATIONAL FACILITIES; ESTABLISHING AN EFFECTIVE DATE; AND SETTING FORTH OTHER RELATED MATTERS.

WHEREAS, the City of Alvin provides Park and Recreational facilities for which procedures and guidelines are needed to keep an attractive appearance and the ability to properly maintain the facilities; and

WHEREAS, establishing Procedures and Guidelines for the City of Alvin and the Alvin Sports Association to control the use, planning, and maintenance of the City of Alvin Park and Recreational facilities in a safe and efficient manner is warranted; and

WHEREAS, establishing and revising Procedures and Guidelines for the City of Alvin Athletic Facilities Policy, attached hereto as Exhibit "A" (and incorporated herein by reference), upon review and consideration by the City Council approves and authorizes this action,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. That the revised Procedures and Guidelines for the City of Alvin Athletic Facilities Policy attached hereto as Exhibit "A" are hereby adopted.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this the _______ day of September 2023.

CITY OF ALVIN, TEXAS	ATTEST:
By:____________________________	By:____________________________
Gabe Adame, Mayor	Dixie Roberts, City Secretary

CITY OF ALVIN

ATHLETIC FACILITIES POLICY

PARKS AND RECREATION DEPARTMENT

2023 Policy

Exhibit A to Resolution 23-R-___

CITY OF ALVIN

POLICY FOR USE OF PARK AND RECREATIONAL FACILITIES

The policy for use of City of Alvin Park and Recreational facilities is comprised of procedures, regulations, and guidelines designed to ensure that all facilities are utilized in a safe and efficient manner. The City of Alvin develops and maintains park and recreational facilities to serve the residents of Alvin.

Priority use of the athletic facilities is reserved for associations requiring the on-going, scheduled use of a facility to provide a recreational service or to meet a community recreational need. "Sports Association," as defined for the purpose of this document, is a non-profit organization under the terms of a 501(C)(3) status of the Internal Revenue Service that conducts its own affairs within the framework of policies established by the City of Alvin for use of City facilities and is recommended by the Park and Recreation Advisory Board.

CITY OF ALVIN

ATHLETIC FACILITIES PROCEDURES AND GUIDELINES

PARTIES:

The City of Alvin, hereinafter referred to as the "City," and the City of Alvin Parks and Recreation Department, hereinafter referred to as "Parks," and the Alvin Sports Association, hereinafter referred to as the "ASA." ~~which consists of Alvin Little League Baseball (ALLB), Alvin Youth Soccer Club (AYSC), Alvin Girls Softball Association (AGSA), Raiders Football, Alvin I.S.D. (AISD), Alvin Community College (ACC), and Brazoria Spartans Rugby are~~ Parties outlined in the Exhibit A will be designated as ASA's for the current year. Exhibit A shall be amended, as necessary, to reflect the current ASAs. Each organization shall designate one (1) person to act as the contact person for the sports association, and shall submit, the person's name, title, address, best contact phone number(s) to the Parks and Recreation Department. Each ASA is responsible for submitting their application by September 15th ~~30th~~ annually. The Director of Parks, or designee, shall act as the City's liaison to the ASA.

A Non-Association group seeking to become an ASA may apply using the Application for ASA use of City Athletic Facilities, under the following conditions:

- Use of facilities does not interfere or coincide with existing ASA or City usage;
- Applicant has demonstrated or can demonstrate a sustained demand for the sport;
- Proof of current non-profit status or application submittal under the terms of a 501 (c)(3) to the IRS; and

- Failure to obtain non-profit 501 (c)(3) status with the IRS within twelve (12) months from the date of application, applicant shall forfeit ASA status with the City of Alvin.

Non-Association groups or individuals seeking reserved use of city athletic facilities may do so under the following conditions:

Daily Usage

- Times and dates do not conflict with City or ASA use and are not requested more than two weeks prior to use.
- Use of facilities does not exceed four (4) consecutive days (i.e., Monday through Sunday tournament from 6:30 a.m. to 10:30 p.m.).
- Payment is rendered in advance based on a charge of Thirty-Five Dollars ($35.00) per hour per field for daytime use and Seventy ~~Sixty~~ Dollars (~~$60.00~~ $70.00) per hour per field for use of field lights.

Tournament Usage

- Tournament is defined as being separate from league play, having a separate entry fee and including a team(s) from other jurisdictions to compete in a onetime competition.
- Application along with a $200 damage deposit is made at least thirty (30) days prior to anticipated use, unless otherwise approved by the Director of Parks and Recreation or designee.
- Satisfactory arrangements are made for refuse collection and sanitation with the Parks Department at the scheduling of the tournament. Large scale tournaments may need to reference the event application for additional resources. All or part of the deposit ~~could~~ may be relinquished based on the condition of the park after the tournament?
- If necessary, a fee is presented to defray the cost of additional security forces supplied by the City for the proposed use or activity.
- Proof of insurance or a signed waiver of liability not holding City responsible for injury or damages.
- Tournament host may only use fields as designed, cannot alter fields in any way.

CONDITIONS FOR USE:

All Alvin Sport Associations shall attend any necessary sport association meeting. The ASA shall submit their completed application. Applications shall include:~~;~~ proof of liability insurance naming the City as an additional insured, list of the ASA Board of Directors with appropriate email addresses and phone numbers, proof of ~~their~~ ASA's 501c3 non-profit status, and tryout, practice, game, and light schedules. Upon submission of completed application, each ASA shall provide a breakdown of total participation into percent within City Limits and percent outside City Limits.

All Alvin Sport Associations shall conduct background checks on all volunteers and/or paid employees who will interact with youth and shall maintain documentation of completed background checks for review upon request by the City. If the background checks reveal that an employee or volunteer is unsuitable for working with youth, the ASA shall not allow the volunteer or employee to interact with youth. A person should be disqualified and prohibited from serving as a volunteer if the person has been found guilty of the following crimes:

(For purposes of this policy, *guilty* shall mean that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (regardless of adjudication), or received court directed programs in lieu of conviction.)

SEX OFFENSES

- All Sex Offenses – regardless of the amount of time since offense.

  Examples include sexual assault, prostitution, solicitation, indecent exposure, etc.

FELONIES

- All Felony Violent Offenses – regardless of the amount of time since offense.

  Examples include murder, manslaughter, aggravated assault, kidnapping, robbery, etc.

- All Felony offenses other than violence or sex within the past 10 years.

  Examples include drug offenses, theft, embezzlement, fraud, child endangerment, etc.

MISDEMEANORS

- All misdemeanor violence offenses within the past 7 years.

  Examples include assault, family violence assault, failure to stop and give information, theft, etc.

- Two or more misdemeanor drug and alcohol offenses within the past 7 years.

  Examples include driving while intoxicated, drug possession, disorderly conduct, public intoxication, possession of drug paraphernalia, etc.

PENDING CASES

Individuals found to have pending court cases for any of the disqualifying offenses will be disqualified. If the disposition of the pending case results in the case not meeting ~~does not meet~~ the criteria for ~~the~~ disqualification as listed above, the individual ~~would then~~will be cleared and reinstated.

DETERMINING FACILITY USE:

Use of any park and recreational facilities shall be determined by "historical precedent" for any certain facility during a specific season. "Historical precedent," for the purpose of this document, is defined to mean "a particular organization, which has been first to establish a continued use of a specific facility, for a designated time frame or season, and which has more than one use of occurrence." The organization will be granted priority use of a facility by the City on a per season basis; however, facilities will remain open for public use (and for other organizations) when such use does not interfere with current scheduled activities; subleasing athletic fields shall be strictly prohibited effective 9/15/2024. Use by the public will be on first come first served basis, providing facilities are not reserved by groups or individuals. Requests for field usage made by non-ASA's do not conflict with City or ASA use and are not requested more than two weeks prior to use. The City reserves the right to schedule facilities during times when facilities are not being utilized. All scheduled use of facilities will be determined by the City. The City may designate "down time" for maintenance, regeneration time and/or emergency times.

~~AGSA – Pearson Park~~
~~ALLB – Morgan Park, Lions Park~~
~~AYSC – Briscoe Park, two east playing fields~~
~~Alvin Raiders – Briscoe Park, one northwest playing field~~
~~Brazoria Spartans Rugby -Briscoe Park, northwest and southwest playing field~~

A Sports Association's percentage of non-resident participation may be considered when determining the number of facilities available for use by the Sports Association. Joint use of facilities by different Sports Associations will be considered and encouraged. If cooperation between different Sports Associations cannot be achieved regarding field usage, the Parks

Department shall act in the best interest of the community by establishing field usage.

Designated down time for the Turf Management Program will take place twice a year with fertilizing two additional times per year. Plan for field maintenance in November and February and fertilizing in April and June on all sports fields.

SPECIAL USE OF FACILITIES:

The City of Alvin reserves the right to host athletic leagues, tournaments, special events, and programs at all public park facilities. The City will make every effort to schedule special events during non-peak use time periods.

The Parks Director must approve any Sports Association arrangements with other organizations for use of public facilities. Organizations or individuals wishing to host clinics, workshops, and/or programs that are performed by agencies other than the ASA are requested to schedule such programs with the City at least thirty (30) days prior to the beginning of the program. (*See* page 4, Conditions for Use.) Individual teams hosting tournaments as fundraisers must submit a written request to host such tournaments through the Alvin Sport Association. The ASA shall ultimately be responsible for upholding City requirements for field usage.

HOURS AVAILABLE FOR USE:

City parks are open daily to the public from 6:30 a.m. until 10:30 p.m. All park facility usage must be completed no later than 10:30 p.m. unless otherwise approved by the Parks Director.

FACILITY KEYS:

Where applicable, keys will be provided to the restrooms, concession, and storage buildings. If requested, a maximum of three (3) keys will be issued for each facility. Sports Associations will be assessed a Fifty Dollar ($50.00) deposit per key. Key deposits will be refunded upon return of issued keys, at the end of scheduled use periods. All keys for City facilities shall not be duplicated or reproduced, and all keys shall be returned to the Parks director within 30 days, should the association completely vacate the sports park facility.

UTILITIES:

ASA's utilizing lighted facilities will be required to pay fees for use of lights after the allotted eight (8) hours per month given by the City for the use of the league account. The league account will be established at the beginning of each season. The reserved use of lights will be assessed at a rate of Thirty-Five Dollars ($35.00) per hour per field. The City will pay the costs associated with providing water. The City will not be responsible for any costs associated with any type of utility services at facilities that are not owned and maintained by the City.

AUTOMATED LIGHTING SYSTEM:

Field light schedules are due two weeks prior to the start of each season. ASA's can opt to self-schedule through Civic Rec or have staff schedule lights. Each ASA shall monitor the times lights are used as they will be charged for the actual light usage. Each ASA shall provide a field usage schedule in advance of usage and payment for anticipated light usage to the Alvin Parks and Recreation Department. Actual light usage shall be downloaded and verified by the 5th of the following month. (Example: March lighting will be paid in advance of March use; however, usage will be verified by April 5th). Once verified, a new invoice will be sent reflecting an outstanding amount or credit placed on the account. Failure to pay any invoice shall result in the suspension of that ASA's light usage until the invoice is paid in full. Lights will only be scheduled by city staff once payment is made. ~~If at any point self-scheduling becomes available Alvin Sport Associations will be provided access, training and take responsibility for field scheduling.~~

Musco Lighting:

Musco lighting is now available at select parks ASA's at those parks have been provided the number (1-877-347-3319) to call to make adjustments to previously scheduled lighting.

Musco App access. ASA's may request App access if they have the light schedule for the season submitted and paid in full. App access will be granted for no more than three users per ASA, access can be revoked at the determination of the Parks Director or designee.

CONCESSION/STORAGE BUILDINGS/RESTROOMS:

Scheduled use of restrooms or concession/storage buildings will be on per season basis, with use determined by the historical presence of an Alvin Sports Association at a specific facility. Only one ASA per season will be granted priority use of a specific building unless another Sports Association requests use of the building during the same time frame. The Sports Association with priority use of the building may choose to share use, contingent upon the City's approval. The non-priority association (sharing) is approved on a per season basis and must adhere to rules of the primary Association. A Five Hundred Dollar ($500.00) damage deposit will be required prior to any use of restrooms or concession/storage buildings, and with repair of damage to be paid by such deposit. If there is damage or misuse of restrooms during league use, a clean-up/damage fee equal to the cost of restoration will be assessed to the Sports Association per incident per restroom. All sports associations shall deposit concession stand trash in dumpsters supplied by the City in each park. The City may use the concession and storage areas during City sponsored activities. The City also reserves the right to enter into contracts with private companies for concession operation services.

All Sports Associations are required to furnish all equipment and supplies necessary to operate the concession area and shall maintain in a sanitary manner, all restrooms, concession, and storage facilities. Associations agree to abide by all health code requirements for food service, food permits, as required by city ordinance and state law and will annually set up and undergo inspection by the Health Inspector and Fire Marshall prior to the first game of the season. Sports Associations are subject to all penalties of applicable laws and any major infractions may result in loss of privileges and/or damage deposit.

The addition of new storage facilities may be added with the review and written permission from the City of Alvin. All equipment stored at a concession/storage building must be removed at the end of the Sports Association's season, unless otherwise approved by the City. Storage of flammable, hazardous, or toxic substances or materials, on City property, is not permitted. Sports Associations must not block access to facility equipment such as air conditioners, heaters, breaker panels, circuit panels, etc. Also, these groups must follow all City fire code regulations.

The City shall be responsible for repairs and upkeep of the restrooms and concession/storage buildings that are the result of normal wear and tear and aging. Each Sports Association will be responsible for repairs stemming from damages incurred to the facility due to the Sports Association's negligent or irresponsible use.

THE CITY OF ALVIN WILL NOT BE HELD LIABLE AND WILL BE HELD HARMLESS FOR ANY CONTENTS OWNED AND STORED BY ANY ASA IN ANY BUILDING PERTAINING, BUT NOT LIMITED TO, THEFT, VANDALISM, STORM DAMAGE, OR ANY ACT CAUSING DAMAGE OR DESTRUCTION OF ASA OWNED CONTENTS.

STORAGE OF CONTENTS BY ANY ASA IS AT THE RISK AND FINANCIAL OBLIGATION FOR REPAIR OR REPLACEMENT OF CONTENTS BY THE ASA.

IF, AND WHEN, THE CITY OF ALVIN DETERMINES THE STORAGE BUILDING NEEDS TO BE REMOVED AND/OR TORN DOWN FOR ANY REASON, THE CITY WILL GIVE ASA FORTY-FIVE (45) DAYS TO RELOCATE THEIR STORAGE CONTENTS AT THE EXPENSE OF ASA.

____
Signature of Acknowledgement

____
ASA Organization

VANDALISM:

Sports Associations with access to facilities should make every effort to mitigate vandalism by securing all doors, windows, or any other point from which persons could enter. The City will share in the responsibility of deterrence by providing sufficient lighting, frequent security patrols, overall security assessment, and other measures upon the review and permission of the Parks Director.

Repairs to City facilities caused by vandalism will be the responsibility of the City, unless the vandalized facility was vacated before being properly secured by the ASA. The City will repair or replace as necessary, the following equipment: air conditioners and/or heaters, electrical and lighting systems, phone systems, plumbing systems, or others upon review and permission of the Parks Director. The ASA will be responsible for replacing or repairing vandalized items which are built by the ASA. The City shall not be responsible for loss and/or damages to any property, equipment, supplies, etc., not owned by the City.

PARK AND ATHLETIC FACILITY ORDINANCES:

1. City parks are open daily to the public from 6:30 a.m. until 10:30 p.m. except as otherwise restricted at specific park facilities and lighted use. Strict compliance will be enforced.
2. The possession or consumption of alcoholic beverages is prohibited at all City parks and athletic facilities, unless otherwise permitted.
3. All pets must be on a leash at all times, except in designated off leash area.
4. Motorized vehicles are prohibited to drive or park on City property without prior approval as per City ordinance.
5. Trash must be disposed in proper receptacles by all associations preceding or concluding an event. Failure to do so shall result in a $200.00 clean-up fee.

MAINTENANCE OF PARK AND RECREATIONAL FACILITIES:

The City will provide a level of maintenance service to all park and recreation facilities that ensures the safe and efficient use of facilities by the ASA and the general public. Work requests shall be directed to the Operations Manager or designee of the Parks and Recreation Department. It is the Sports Association's responsibility to report hazardous or dangerous facility conditions to the City immediately. The City will not provide maintenance or upkeep to property or facilities that are not owned by the City. ASA's will be given access to Brightly work order system to allow for ease of work order requests.

The Alvin Sport Association and non-ASA organizations will be responsible for and bear all costs associated with the operation and maintenance of any and all league, season, or sport specific upkeep to the facility (i.e., chalking foul/boundary lines, football lines, dragging infields, screening, etc.). The ASA and non-ASA organizations shall furnish their own equipment, materials, and/or supplies for operating their games and events (i.e., starting blocks, bases, soccer goals, public address systems, nets, etc.). Where applicable, Sport Associations shall provide proper maintenance of the dirt infield areas year-round at their respective athletic complexes. Proper maintenance shall include; expertise, labor and equipment to provide sport specific, industry accepted, field maintenance practices and techniques in order to keep the infields in playable condition. Non-ASA softball and baseball associations having scheduled usage at any athletic complex shall properly maintain the dirt infield areas during and after each usage. All Alvin Sport Associations may be required at the request of the Parks Director or designee to mow playing field turf during scheduled seasonal play. This does not preclude the use of these fields by other organizations if approved by the Parks Director or designee.

The City will share the responsibility of keeping all facilities clean of trash, debris, and litter. Alvin Sport Associations shall not leave trash/recycling containers full or overflowing during and after their activities. In addition, Alvin Sport Associations, Non-Alvin Sport Associations and/or individual teams shall make every effort to monitor the facilities, buildings, parking areas and common areas for trash, debris and litter associated with their activities. All trash, debris and litter shall be deposited in the trash receptacles or dumpster on the park grounds.

PARKING:

Alvin Sports Associations, organizations and individuals are entitled to use parking areas located at each park. No entity shall have the authority to charge, impose or imply collecting fees of any amount from users of the parking areas. All users are required to obey all traffic laws and regulations when utilizing park roadways. "No parking" areas, as designated by posted signs, will be strictly enforced. Handicapped parking spaces are available at each established parking area. In addition, the ASA shall be responsible for the overall cleanliness of all on and off premise parking areas used during their activities.

ENHANCEMENTS:

The ASA shall not install, build, or perform any type of facility or property improvements without the express written consent of the Parks Director. Requests for improvements must be submitted in writing to the Parks and Recreation Director providing ample time for consideration, up to and including approval from the City Council. All requests require approval and shall meet the City's inspection codes and/or ordinance requirements.

RESTROOM FACILITIES:

Restroom facilities are available at Lions, Morgan, Briscoe, and Pearson Parks. Janitorial services such as cleaning and stocking supplies is the joint responsibility of the City and each Alvin Sport Association, Non-Alvin Sport Association and/or individual team. The City does not encourage the use of restroom facilities at private or semi-public facilities located adjacent to City owned parks.

EMERGENCIES AND ACCIDENTS:

Alvin Sport Associations, Non-Alvin Sport Associations and/or individual teams shall report any and all accidents that require medical attention by health care professionals. Accidents involving the condition or maintenance of facilities should be reported to the Parks and Recreation office at the beginning of the first business day following the accident. After hour emergencies involving immediate maintenance of the facility shall be reported immediately by contacting the Alvin Police Department at (281) 388-4370. The Police Department will contact the proper on-call staff representative.

CAPITAL IMPROVEMENT PROJECTS:

Alvin Sport Associations may submit requests for consideration of future park improvements. Recommended projects shall be submitted in writing (i.e., scoreboards, bleachers, etc.). Written requests should be submitted to the Parks Director by February 1 of each year. The City's fiscal year runs October 1 - September 30. Approval of projects is based on priority need and available funding.

TERMINATION CLAUSE:

Alvin Sport Associations using City of Alvin Athletic Facilities may terminate their relationship with the City of Alvin voluntarily or involuntarily. Voluntary termination shall constitute a written letter of intent sent to the Parks Director from the ASA. Upon such notification, the Parks Director or designee shall conduct a walk-through inspection of the park premises and structures for damage, collect all keys to park facilities, and ensure all light usage has been paid in full prior to issuing any refundable deposit. Involuntary termination shall constitute any Alvin Sport Association, Non-Alvin Sport Association or individual team who fails to perform to the expectations outlined in the aforementioned sections of the Athletic Facilities Policy. As such, the Alvin Sport Association, Non-Alvin Sport Association, or individual team shall be subject to loss of park usage privileges up to and including termination as an ASA and forfeiture of any refundable deposit.

In the event of an involuntary termination, the Parks Director shall provide written notice to the Alvin Sport Association, Non-Alvin Sport Association, or individual team listing any/all violations and allowing reasonable time to bring all violations into acceptable and sustained compliance.

APPLICATION

ALVIN SPORTS ASSOCIATIONS'

USE OF CITY ATHLETIC FACILITIES

- ☐ Application submitted within a minimum of thirty (30) days of planned use
- ☐ City of Alvin is named as an additional insured on the Certificate of Insurance
- ☐ Last season's financial statement, upon request
- ☐ List of association's Board of Directors including name, address, contact number and email address
- ☐ Tryout, practice game and light schedules must be submitted two weeks prior to the start of each season
- ☐ Contact person's name, title, ~~address~~, best contact phone number(s), and email address
- ☐ This signed statement for Athletic Facility Policy of Compliance
- ☐ Five Hundred Dollar ($500.00) Damage Deposit, if applicable, for usage of restrooms and/or concession stands
- ☐ Proof of non-profit status under the terms of a 501 (c)(3) status with the IRS
- ☐ Equipment storage hold harmless if applicable

____
Name of Organization

____ _________________
Contact Person Name Date

____
Title

____
Address

Phone: ________________ Mobile: __________________ Email: ________________________

~~APPLICATION~~

~~PRIVATE INDIVIDUAL OR NON-ALVIN SPORT ASSOCIATION GROUPS~~

~~USE OF CITY ATHLETIC FACILITIES~~

- ☐ ~~Application is made at least thirty (30) days prior to anticipated use~~
- ☐ ~~Dates of planned use do not exceed four (4) consecutive days~~
- ☐ ~~Payment prior to use has been made~~
- ☐ ~~Signed statement of athletic facility compliance~~
- ☐ ~~Signed waiver of liability~~
- ☐ ~~Arrangements for additional sanitation facilities, refuse and traffic control are approved by the City of Alvin~~
- ☐ ~~Two Hundred Dollar $200 Damage Deposit~~
- ☐ ~~Contact person's name, title, address, best contact phone number(s), and email address~~

____
~~Name of Individual / Non-Alvin Sport Association~~

____ ________________
~~Contact Person Name~~ ~~Date~~

____
~~Title~~

~~Address:~~ ____

~~Phone:~~ ________________________ ~~Mobile:~~ __________________________

~~Email:~~ ____

REMOVE – COMPLETED THROUGH CIVIC REC

CITY OF ALVIN

ATHLETIC FACILITIES POLICY

PARKS AND RECREATION DEPARTMENT

2022 Policy

(Exhibit A   Res.22 - R -15)

CITY OF ALVIN

POLICY FOR USE OF PARK AND RECREATIONAL FACILITIES

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CITY OF ALVIN

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PARTIES:

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A Non-Association group seeking to become an ASA may apply using the Application for ASA use of City Athletic Facilities, under the following conditions:

- Use of facilities does not interfere or coincide with existing ASA or City usage;
- Applicant has demonstrated or can demonstrate a sustained demand for the sport;
- Proof of current non-profit status or application submittal under the terms of a 501 (c)(3) to the IRS;
- Failure to obtain non-profit 501 (c)(3) status with the IRS within twelve (12) months from the date of application, applicant shall forfeit ASA status with the City of Alvin.

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- Tournament is defined as being separate from league play, having a separate entry fee and including a team(s) from other jurisdictions to compete in a onetime competition.
- Application along with a $200 damage deposit is made at least thirty (30) days prior to anticipated use, unless otherwise approved by the Director of Parks and Recreation or designee.
- Satisfactory arrangements are made for refuse collection and sanitation by City Staff/Parks**.** All or part of the deposit could be relinquished.
- If necessary, a fee is presented to defray the cost of additional security forces supplied by the City for the proposed use or activity.
- Proof of insurance or a signed waiver of liability not holding City responsible for injury or damages.
- Can only use fields as designed, cannot alter fields in any way.

CONDITIONS FOR USE:

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For purposes of this policy, guilty shall mean that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (regardless of adjudication), or received court directed programs in lieu of conviction.

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Examples include *sexual assault, prostitution, solicitation, indecent exposure, etc.*

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Examples include: *murder, manslaughter, aggravated assault, kidnapping, robbery, etc.*

- All Felony offenses other than violence or sex within the past 10 years.

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Examples include: *assault, family violence assault, failure to stop and give information, theft, etc.*

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The Parks Director must approve any Sports Association arrangements with other organizations for use of public facilities. Organizations or individuals wishing to host clinics, workshops, and/or programs that are performed by agencies other than the ASA are requested to schedule such programs with the City at least thirty (30) days prior to the beginning of the program. (See page 4, Conditions for Use.) Individual teams hosting tournaments as fundraisers must submit a written request to host such tournaments through the Alvin Sport Association. The ASA shall ultimately be responsible for upholding City requirements for field usage.

HOURS AVAILABLE FOR USE:

City parks are open daily to the public from 6:30 a.m. until 10:30 p.m. All park facility usage must be completed no later than 10:30 p.m. unless otherwise approved by the Parks Director.

FACILITY KEYS:

Where applicable, keys will be provided to the restrooms, concession, and storage buildings. If requested, a maximum of three (3) keys will be issued for each facility. Sports Associations will be assessed a Fifty Dollar ($50.00) deposit per key. Key deposits will be refunded upon return of issued keys, at the end of scheduled use periods. All keys for City facilities shall not be duplicated or reproduced, and **all keys shall be returned** to the Parks director within 30 days, should the association completely vacate the sports park facility.

UTILITIES:

ASA's utilizing lighted facilities will be required to pay fees for use of lights after the allotted eight (8) hours per month given by the City for the use of the league account. The league account will be established at the beginning of each season. The reserved use of lights will be assessed at a rate of Thirty-Five Dollars ($35.00) per hour per field. The City will pay the costs associated with providing water. The City will not be responsible for any costs associated with any type of utility services at facilities that are not owned and maintained by the City.

AUTOMATED LIGHTING SYSTEM:

Each ASA shall monitor the times lights are used as they will be charged for the actual light usage. Each ASA shall provide a field usage schedule in advance of usage and payment for anticipated light usage to the Alvin Parks and Recreation Department. Actual light usage shall be downloaded and verified by the 5th of the following month. (*Example- March lighting will be paid in advance of March use; however usage will be verified by April* 5th.) Once verified, a new invoice will be sent reflecting an outstanding amount or credit placed on the account. Failure to pay any invoice shall result in the suspension of that ASA's light usage until the invoice is paid in full. Lights will only be scheduled by city staff once payment is made. If at any point self-scheduling becomes available Alvin Sport Associations will be provided access, training and take responsibility for field scheduling.

CONCESSION/STORAGE BUILDINGS/RESTROOMS:

Scheduled use of restrooms or concession/storage buildings will be on per season basis, with use determined by the historical presence of an Alvin Sports Association at a specific facility. Only one ASA per season will be granted priority use of a specific building unless another Sports Association requests use of the building during the same time frame. The Sports Association with priority use of the building may choose to share use, contingent upon the City's approval. The non-priority association (sharing) is approved on a per season basis and must adhere to rules of the primary Association. A Five Hundred Dollar ($500.00) damage deposit will be required prior to any use of restrooms or concession/storage buildings, and with repair of damage to be paid by such deposit. If there is damage or misuse of restrooms during league use, a clean-up/damage fee equal to the cost of restoration will be assessed to the Sports Association per incident per restroom. All sports associations shall deposit concession stand trash in dumpsters supplied by the City in each park. The City may use the concession and storage areas during City sponsored activities. The City also reserves the right to enter into contracts with private companies for concession operation services.

All Sports Associations are required to furnish all equipment and supplies necessary to operate the concession area and shall maintain in a sanitary manner, all restrooms, concession, and storage facilities. Associations agree to abide by all health code requirements for food service, food permits, as required by city ordinance and state law and will annually set up and undergo inspection by the Health Inspector and Fire Marshall prior to the first game of the season. Sports Associations are subject to all penalties of applicable laws and any major infractions may result in loss of privileges and/or damage deposit.

The addition of new storage facilities may be added with the review and written permission from the City of Alvin. All equipment stored at a concession/storage building must be removed at the end of the Sports Association's season, unless otherwise approved by the City. Storage of flammable, hazardous, or toxic substances or materials, on City property, is not permitted. Sports Associations must not block access to facility equipment such as air conditioners, heaters, breaker panels, circuit panels, etc. Also, these groups must follow all City fire code regulations.

The City shall be responsible for repairs and upkeep of the restrooms and concession/storage buildings that are the result of normal wear and tear and aging. Each Sports Association will be responsible for repairs stemming from damages incurred to the facility due to the Sports Association's negligent or irresponsible use.

THE CITY OF ALVIN WILL NOT BE HELD LIABLE AND WILL BE HELD HARMLESS FOR ANY CONTENTS OWNED AND STORED BY ANY ASA IN ANY BUILDING PERTAINING, BUT NOT LIMITED TO, THEFT, VANDALISM, STORM DAMAGE OR ANY ACT CAUSING DAMAGE OR DESTRUCTION OF ASA OWNED CONTENTS.

STORAGE OF CONTENTS BY ANY ASA IS AT THE RISK AND FINANCIAL OBLIGATION FOR REPAIR OR REPLACEMENT OF CONTENTS BY THE ASA.

IF, AND WHEN, THE CITY OF ALVIN DETERMINES THE STORAGE BUILDING NEEDS TO BE REMOVED AND/OR TORN DOWN FOR ANY REASON, THE CITY WILL GIVE ASA FORTY-FIVE (45) DAYS TO RELOCATE THEIR STORAGE CONTENTS AT THE EXPENSE OF ASA.

____

Signature of Acknowledgement

____

ASA Organization

VANDALISM:

Sports Associations with access to facilities should make every effort to mitigate vandalism by securing all doors, windows, or any other point from which persons could enter. The City will share in the responsibility of deterrence by providing sufficient lighting, frequent security patrols, overall security assessment, and other measures upon the review and permission of the Parks Director.

Repairs to City facilities caused by vandalism will be the responsibility of the City, unless the vandalized facility was vacated before being properly secured by the ASA. The City will repair or replace as necessary, the following equipment: air conditioners and/or heaters, electrical and lighting systems, phone systems, plumbing systems, or others upon review and permission of the Parks Director. The ASA will be responsible for replacing or repairing vandalized items which are built by the ASA. The City shall not be responsible for loss and/or damages to any property, equipment, supplies, etc. not owned by the City.

PARK AND ATHLETIC FACILITY ORDINANCES:

1. City parks are open daily to the public from 6:30 a.m. until 10:30 p.m. except as otherwise restricted at specific park facilities and lighted use. Strict compliance will be enforced.
2. The possession or consumption of alcoholic beverages is prohibited at all City parks and athletic facilities, unless otherwise permitted.
3. All pets must be on a leash at all times, except in designated off leash area.
4. Motorized vehicles are prohibited to drive or park on City property without prior approval as per City ordinance.
5. Trash must be disposed in proper receptacles by all associations preceding or concluding an event. Failure to do so shall result in a $200.00 clean-up fee.

MAINTENANCE OF PARK AND RECREATIONAL FACILITIES:

The City will provide a level of maintenance service to all park and recreation facilities that ensures the safe and efficient use of facilities by the ASA and the general public. Work requests shall be directed to the Operations Manager or designee of the Parks and Recreation Department. It is the Sports Association’s responsibility to report hazardous or dangerous facility conditions to the City immediately. The City will not provide maintenance or upkeep to property or facilities that are not owned by the City.

The Alvin Sport Association and non-ASA organizations will be responsible for and bear all costs associated with the operation and maintenance of any and all league, season, or sport specific upkeep to the facility (i.e., chalking foul/boundary lines, football lines, dragging infields, screening, etc.). The ASA and non-ASA organizations shall furnish their own equipment, materials, and/or supplies for operating their games and events (i.e., starting blocks, bases, soccer goals, public address systems, nets, etc.). Where applicable, Sport Associations shall provide proper maintenance of the dirt infield areas year-round at their respective athletic complexes. Proper maintenance shall include; expertise, labor and equipment to provide sport specific, industry accepted, field maintenance practices and techniques in order to keep the infields in playable condition. Non-ASA softball and baseball associations having scheduled usage at any athletic complex shall properly maintain the dirt infield areas during and after each usage. All Alvin Sport Associations may be required at the request of the Parks Director or designee to mow playing field turf during scheduled seasonal play. This does not preclude the use of these fields by other organizations if approved by the Parks Director or designee.

The City will share the responsibility of keeping all facilities clean of trash, debris, and litter. Alvin Sport Associations shall not leave trash/recycling containers full or overflowing during and after their activities. In addition, Alvin Sport Associations, Non-Alvin Sport Associations and/or individual teams shall make every effort to monitor the facilities, buildings, parking areas and common areas for trash, debris and litter associated with their activities. All trash, debris and litter shall be deposited in the trash receptacles or dumpster on the park grounds.

PARKING:

Alvin Sports Associations, organizations and individuals are entitled to use parking areas located at each park. No entity shall have the authority to charge, impose or imply collecting fees of any amount from users of the parking areas. All users are required to obey all traffic laws and regulations when utilizing park roadways. "No parking" areas, as designated by posted signs, will be strictly enforced. Handicapped parking spaces are available at each established parking area. In addition, the ASA shall be responsible for the overall cleanliness of all on and off premise parking areas used during their activities.

ENHANCEMENTS:

The ASA shall not install, build, or perform any type of facility or property improvements without the express written consent of the Parks Director. Requests for improvements must be submitted in writing to the Parks and Recreation Director providing ample time for consideration, up to and including approval from the City Council. All requests require approval and shall meet the City's inspection codes and/or ordinance requirements.

RESTROOM FACILITIES:

Restroom facilities are available at Lions, Morgan, Briscoe and Pearson Parks. Janitorial services such as cleaning and stocking supplies is the joint responsibility of the City and each Alvin Sport Association, Non-Alvin Sport Association and/or individual team. The City does not encourage the use of restroom facilities at private or semi-public facilities located adjacent to City owned parks.

EMERGENCIES AND ACCIDENTS:

Alvin Sport Associations, Non-Alvin Sport Associations and/or individual teams shall report any and all accidents that require medical attention by health care professionals. Accidents involving the condition or maintenance of facilities should be reported to the Parks and Recreation office at the beginning of the first business day following the accident. After hour emergencies involving immediate maintenance of the facility shall be reported immediately by contacting the Alvin Police Department at (281) 388-4370. The Police Department will contact the proper on-call staff representative.

CAPITAL IMPROVEMENT PROJECTS:

Alvin Sport Associations may submit requests for consideration of future park improvements. Recommended projects shall be submitted in writing (i.e., scoreboards, bleachers, etc). Written requests should be submitted to the Parks Director by February 1 of each year. The City's fiscal year runs October 1 - September 30. Approval of projects is based on priority need and available funding.

TERMINATION CLAUSE:

Alvin Sport Associations using City of Alvin Athletic Facilities may terminate their relationship with the City of Alvin voluntarily or involuntarily. Voluntary termination shall constitute a written letter of intent sent to the Parks Director from the ASA. Upon such notification, the Parks Director or designee shall conduct a walk-through inspection of the park premises and structures for damage, collect all keys to park facilities, and ensure all light usage has been paid in full prior to issuing any refundable deposit. Involuntary termination shall constitute any Alvin Sport Association, Non-Alvin Sport Association or individual team who fails to perform to the expectations outlined in the aforementioned sections of the Athletic Facilities Policy. As such, the Alvin Sport Association, Non-Alvin Sport Association, or individual team shall be subject to loss of park usage privileges up to and including termination as an ASA and forfeiture of any refundable deposit.

In the event of an involuntary termination, the Parks Director shall provide written notice to the Alvin Sport Association, Non-Alvin Sport Association, or individual team listing any/all violations and allowing reasonable time to bring all violations into acceptable and sustained compliance.

APPLICATION

ALVIN SPORTS ASSOCIATIONS'

USE OF CITY ATHLETIC FACILITIES

- ❑ Application submitted within a minimum of thirty (30) days of planned use
- ❑ City of Alvin is named as an additional insured on the Certificate of Insurance
- ❑ Last season's financial statement, upon request
- ❑ List of association's Board of Directors including name, address, contact number and email address
- ❑ Tryout, practice game and light schedules
- ❑ Contact person's name, title, address, best contact phone number(s), and email address
- ❑ This signed statement for Athletic Facility Policy of Compliance
- ❑ Five Hundred Dollar ($500.00) Damage Deposit, if applicable, for usage of restrooms and/or concession stands
- ❑ Proof of non-profit status under the terms of a 501 (c)(3) status with the IRS
- ❑ Equipment storage hold harmless if applicable

____
Name of Organization

____ __________________
Contact Person Name Date

____
Title

____
Address

Phone: ________________ Mobile: __________________ Email: ________________________

APPLICATION

PRIVATE INDIVIDUAL OR NON-ALVIN SPORT ASSOCIATION GROUPS

USE OF CITY ATHLETIC FACILITIES

- ❑ Application is made at least thirty (30) days prior to anticipated use
- ❑ Dates of planned use do not exceed four (4) consecutive days
- ❑ Payment prior to use has been made
- ❑ Signed statement of athletic facility compliance
- ❑ Signed waiver of liability
- ❑ Arrangements for additional sanitation facilities, refuse and traffic control are approved by the City of Alvin
- ❑ Two Hundred Dollar $200 Damage Deposit
- ❑ Contact person's name, title, address, best contact phone number(s), and email address

____
Name of Individual / Non-Alvin Sport Association

____ __________________
Contact Person Name Date

____
Title

Address: ____

Phone: _________________________ Mobile: ____________________________

Email: ____

AGENDA COMMENTARY

Meeting Date: 9/21/2023

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Ordinance 23-Z, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending Athletic Facilities fees; providing for an effective date; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: This Ordinance adopts the fee change into Chapter 28, Comprehensive Fee Ordinance of the Alvin code of Ordinances related to the use of Athletic Facilities. All fees charged by the City must be included within Chapter 28. Resolution 23-R-30, updating the Athletic Facilities, was passed on a previous agenda item. The fee amendment as presented and adopted in said resolution has been included in Ordinance 23-Z as outlined below:

Athletic Facilities Policy

* Athletic facilities (non-association groups):

- Night use, per hour per field (lighted fields) -- increase rate from $60 to $70

Funding Expected: Revenue _ Expenditure _ N/A __X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** 9/12/2023 SLH

Finance Review Required: N/A X Required __ **Date Completed:** _________

Supporting documents attached:

1. Ord 23-Z; Chapter 28 Athletic Facilities

Recommendation: Move to approve Ordinance 23-Z, amending Chapter 28 Comprehensive Fee Ordinance, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending Athletic Facilities fees; providing for an effective date; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: _ Reviewed by Chief Financial Officer, if applicable: _

Reviewed by City Attorney, if applicable: X Reviewed by City Manager, if applicable: _

ORDINANCE NO. 23-Z

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF REVISING VARIOUS FEES INCLUDING ATHLETIC FACILITIES FEES; PROVIDING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN:

Section 1. That Section 28-2 of the Code of Ordinances of the City of Alvin, Texas, is hereby amended by revising certain fees for the Athletic Facilities as follows:

"Sec. 28-2. In General.

. . .

PARKS AND RECREATION

(1) Athletic facilities (non-association groups):

Daytime use, per hour per field $35.00

Night use, per hour per field (lighted fields) .....$~~60.00~~70.00

Security/cleanup deposit $200.00

Security supplied by city: Actual cost.

(2) Athletic facilities (sports associations):

Lighting fees, per hour, per field with a one hour minimum $35.00

Light scheduling: Fifty dollar ($50.00) call-out fee in addition to the regular hourly fee for light usage requested after 10:00 a.m. on the day of the usage.

Key deposit for key(s) to concession and storage buildings, per key $50.00

Damage deposit for concession and storage buildings $500.00

Damage or misuse of restrooms during league use, [which] will be assessed to the sports association per incident per restroom $50.00

. . .

Section 2. That except as specifically amended herein all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control. That all rights and remedies which have accrued in favor of the City under Chapter 28 and any amendments thereto shall be and are preserved for the benefit of the City.

Section 3. Severability Clause. If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Publication. The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 5. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code.* Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter.*

Section 6. Effective Date. This Ordinance shall take effect after its passage in accordance with the provisions of Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter.*

PASSED and APPROVED on the 21st day of September 2023.

THE CITY OF ALVIN, TEXAS

By: ______________________________
Gabe Adame, Mayor

ATTEST

By: ___________________________________
Dixie Roberts, City Secretary