

City of Alvin, Texas

Gabe Adame, Mayor

Keko Moore, Mayor Pro-tem, At-Lg P1
Joel Castro, At-Lg P2
Martin Vela, District A
Chris Vaughn, District B



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

Alvin City Council Agenda Thursday, September 19, 2024

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 19, 2024**, 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. PRESENTATIONS

- A. Presentation of Downtown Business Grant Check to The Fillin' Station, Corey Scopel.
- B. Parks & Recreation - Annual Departmental Presentation.

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the September 5, 2024, City Council meeting minutes.
- B. Consider an Interlocal Agreement with Brazoria County for the Fiscal Year 2024-25 Asphalt Improvement Project and authorize the Mayor to sign upon legal review.
- C. Consider an award of Bid (B-24-05) to Landscape Professionals of Texas, for manicured mowing services of select City-owned and State Right of Way property including parkland, lift stations, water wells, and various building grounds, in an amount not to exceed \$265,671; and authorize the City Manager to sign the agreement upon legal review.
- D. Consider an award of Bid (B-24-06), to Landscape Professionals of Texas, for manicured mowing services of select parkland and other City-owned property and State Right of Way, in an amount not to exceed \$68,100; and authorize the City Manager to sign the agreement upon legal review.

6. OTHER BUSINESS

- A. Discuss and consider Ordinance 24-Y, an Ordinance of the City of Alvin, Texas, amending Chapter 21, Subdivisions and Property Development of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article VII. Park Land Dedication And Development Fee; providing for severability ; and setting forth other provisions related thereto.
- B. Consider the approval of the annual windstorm and hail coverage renewal for Fiscal Year 2025; and authorize the City manager to sign the Proposal Acceptance Form and the Windstorm Quote.
- C. 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/or 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 16, 2024, at 5:30 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).**



PARKS & RECREATION

Departmental Update



PARKS & RECREATION

- Public Services Facility, Recreation Station & Sr. Center
- 17 full time employees, 8 part time employees
- Administrative, Recreation, Facility Maintenance, Park Maintenance, Senior Center
- Mission Statement
“Provide consistent superior service to all Alvin community members in the areas of Recreation, Administration, Park Operations, Senior Center and Facility Maintenance.”





RECREATION SERVICES





RECREATION SERVICES

Programs

- Offer quality, cost effective and diverse recreational programming to our community members!
- Enhance Quality of Life and Quality of Place!





RECREATION SERVICES

Senior Center / Adults ages 50+

- 10,000 square foot building hosts recreation programs, various meetings and celebrations
- Central point for community gatherings





RECREATION SERVICES

Community Wide Events





RECREATION SERVICES

Partnerships





ADMINISTRATIVE SERVICES

- Community Service Work Program
- Contract Management
- Work order management
- Registrations and Reservations
- Emergency Management Planning and Preparation
- Billing and collections
- Produce and manage annual budget
- Boards (Parks & Senior)





FACILITY MAINTENANCE SERVICES

- Responsible for building maintenance of seventeen city buildings, twenty-two emergency generators, Bob Owen and Rec Center pools, all playground equipment, park structures and irrigation
- The total approximate square footage is 280,000





PARK MAINTENANCE SERVICES

- Oversee the grounds maintenance of approximately 170 acres of parkland, green space and Oak Park Cemetery
- Equivalent to over 83 football fields





CAPITAL IMPROVEMENTS

Rec Center Pool



Senior Center Porta Cochere



KAB Governor's Award





Questions

- <https://www.facebook.com/alvinparksandrecreation/>
- www.alvin-tx.gov
 - > departments & utilities
 - > parks and recreation

Daniel Kelinske
CPRP, LPA
City of Alvin
Director, Parks and Recreation
(281) 388-4290 Work
dlkelinske@cityofalvin.com
1100 W. Highway 6 Alvin, TX 775...
www.alvin-tx.gov
Office Hours: Mon-Thurs 7 a.m. – 6:00 p.m.
Serving with Pride



**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, SEPTEMBER 5, 2024
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 Keko Moore; Council members: Martin Vela, Chris Vaughn, 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; Chris Thomas, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Kenny Carter of First Methodist Alvin Church 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.

PRESENTATIONS

Administer the Oath of Office to newly appointed Associate Municipal Court Judge, Samantha Gonzalez (Alvin Municipal Court Judge, Mo Ghuneim).

Municipal Court Judge Mo Ghuneim presented the Oath of Office to newly appointed Associate Municipal Court Judge, Samantha Gonzalez.

Badge Pinning of successful Alvin Police Department promotional candidate, J. P. Flores

Chief Robert Lee presented the promotion of Officer J.P. Flores to the Civil Service rank of Corporal/Specialist.

Hispanic Heritage Month Proclamation.

Mayor Adame proclaimed September 15th through October 15th, 2024, as Hispanic Heritage Month and formally issued the proclamation to recipients in attendance.

PUBLIC COMMENT

There were no comments from the public.

PUBLIC HEARING

Public hearing to receive comment on the proposed tax rate of \$0.6850 per \$100 of valuation for the Fiscal Year 2024-2025 (2024 tax year), which is a tax increase of 6.72% above the No New Revenue Tax Rate for the City of Alvin Fiscal Year 2024-2025.

Mayor Adame opened the public hearing at 7:15 p.m. There were no comments made. Mayor Adame closed the public hearing at 7:16 p.m.

CONSENT AGENDA

Consider approval of the August 15, 2024, City Council meeting minutes.

Consider awarding a bid to Vestis, as the vendor for the uniform services for two (2) years with an option to continue services for an additional two (2) years at the same price and conditions; and authorize the City Manager to sign related documents upon legal review.

Uniforms are issued and worn by City staff in several departments while staff are on duty; Public Works, Parks and Recreation, Inspections, Engineering, and Fleet departments. In addition to providing and laundering staff's uniforms, these uniform services include providing and laundering floor mats for building entrances at Public Services, the Wastewater Plant, the Senior Center, and mechanic shop towels/rags for the Fleet staff. The contract for these services with the current vendor ends on September 30, 2024. On August 6, 2024, bids were opened for these services. Vestis was the only bidder. Vestis' services and pricing are comparable to our current uniform services vendor. Staff recommends awarding the bid for staff's uniform services to Vestis.

Consider approval of Lease Agreements with Enterprise Fleet Management for six (6) Chevy Tahoes for the Alvin Police Department for an amount not to exceed \$130,000.00 from the FY24 budget, and authorize the City Manager to sign the Lease Agreements upon legal review.

In the FY24 budget, City Council approved six (6) new Chevy Tahoes for the Alvin Police Department. Five (5) vehicles are designated as patrol vehicles, and one (1) is for the Mental Health Detective Position. The budget was effective on October 1, 2023. However, the ability to place the order for these vehicles using the required online system closed prior to October 1, 2023. In the intervening months, Enterprise has stayed in contact with staff attempting to locate vehicles to meet our needs. The vehicles have finally been located and are ready to ship directly to our outfitters, Siddon-Martin in Houston, to be outfitted with our standard equipment upon execution of the lease agreement. Staff recommends approval of the expenditure of FY 24 funds not to exceed \$130,000.00 for six (6) Chevy Tahoes for the Police Department.

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

OTHER BUSINESS

Consider Ordinance 24-W, annexing approximately 107.1041 acres of land into the corporate limits of the City of Alvin; approving a Service Plan for the annexed area; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto.

On or about April 22, 2024, Beazer Homes Texas, L.P., the owner of real property located in Brazoria County, Texas, petitioned the City of Alvin, Texas, for voluntary annexation of approximately 107.1041 acres. The land being petitioned for annexation is contiguous and adjacent to the corporate limits of the City, located just north of Forest Heights near the intersection of County Road 149 and County Road 529. City Council authorized the commencement of annexation proceedings on July 18, 2024, in Resolution 24-R-21, for voluntary annexation of approximately 107.1041 acres. Public hearings were held on August 1, 2024, and August 15, 2024. There were no comments made at either public hearing. This Ordinance, upon passage, will finalize the annexation. Staff recommends approval of Ordinance 24-W.

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

Council member Castro moved to approve Ordinance 24-W, annexing approximately 107.1041 acres of land into the corporate limits of the City of Alvin; approving a Service Plan for the annexed area; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider Ordinance 24-X, granting consent to the annexation of approximately 107.1041 acres of land into Brazoria County Municipal Utility District No. 51; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto.

On January 17, 2019, the City consented to the creation of Brazoria County Municipal Utility District No. 51 in Ordinance 19-B. On or about April 22, 2024, the City received a Petition for Consent to Annex Land into MUD 51 from the District and Beazer Homes Texas, L.P., to include approximately 107.1041 acres into the District. Section 54.016 of the Texas Water Code provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district. The approximately 107.1041 acres of land were annexed into the corporate limits of the City on September 5, 2024, in Ordinance 24-W. Staff recommends approval of Ordinance 24-X.

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

Council member Moore moved to approve Ordinance 24-X, granting consent to the annexation of approximately 107.1041 acres of land into Brazoria County Municipal Utility District No. 51; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Resolution 24-R-25, accepting the Petition for Annexation of approximately 168.36 acres of land located in Brazoria County, Texas; setting an annexation schedule; providing for public hearings; and providing for other matters related thereto.

On or about August 9, 2024, the City received a Petition for Annexation from WB West Alvin Land, LLC, for the annexation of two (2) tracts of land totaling approximately 168.36 acres of land into the City and into the Preservation Creek development, located east of State Highway 288, and south of FM 1462. The land to be annexed into the City will be contained within Preservation Creek MUD No. 1, and the entire MUD will be within the City's corporate limits. Additionally, TIRZ No. 1 will be expanded to encompass the entire boundaries of the MUD, including the 168.36 acres being annexed into the City's corporate limits. By annexing these acres into the corporate limits, the City will be able to collect tax increments over these parcels, as well. This Resolution formally accepts the Petition, and sets two (2) public hearings: October 3 and October 17, 2024. The final reading of the Ordinance is scheduled for November 7, 2024. Staff recommends approval.

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

Council member Garivey moved to approve Resolution 24-R-25, accepting the Petition for Annexation of approximately 168.36 acres of land located in Brazoria County, Texas; setting an annexation schedule; providing for public hearings; and providing for other matters related thereto. Seconded by Council member Vela; motion carried with all members present voting Aye.

Consider a variance request from the homeowners at 1400 Highland Drive, from Chapter 21- Subdivision and Property Development, Section 21-37 (a), to encroach twenty-five feet into the twenty-five-foot front building setback for the construction of a carport.

On July 30, 2024, the Engineering Department received a variance request from the property owners of 1400 Highland Drive, to be permitted to encroach 25 feet into the 25-foot front building setback for the construction of a carport. The homeowners are proposing to construct a carport along the front of their home located at 1400 Highland Drive, for reasons outlined in the attached request letter. The carport, as proposed on the attached property survey, will encroach 25 feet into the 25' front building setback; however, it will still be approximately 21 feet from the nearest edge of the Highland Drive pavement. The City Planning Commission unanimously approved the variance request at their meeting on August 20, 2024. Staff recommends approval.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

Council member Starkey moved to approve the variance request for the property owners at 1400 Highland Drive, from Chapter 21- Subdivision and Property Development, Section 21-37 (a), to encroach twenty-five feet into the twenty-five-foot front building setback for the construction of a carport. Council member Moore; motion carried with all members present voting Aye.

Consider a variance request for the property owners at 208 N. 6th Street, from Chapter 21- Subdivision and Property Development, Section 21-8 (a), to construct two (2) single-family dwellings on a single lot.

On August 13, 2024, the Engineering Department received a variance request from the property owners at 208 N. 6th Street to Chapter 21- Subdivisions and Property Development, Section 21-8 (a) It shall be unlawful to construct two (2) single-family dwellings on a single lot, parcel, or tract of land. The homeowners, Edwin and Silvia Alfaro, would like to construct a new residential home prior to demolishing their existing home. A demolition permit for the existing home will be required prior to the City issuing the Certificate of Occupancy for the new home. The City Planning Commission unanimously approved the variance request at their meeting on August 20, 2024. Staff recommends approval.

Michelle Segovia, City Engineer, presented this item before City Council with explanation. Council member Moore asked if this could be incorporated into the Ordinance so that residents wouldn't have to file for a variance. Ms. Segovia explained it could possibly be added as a clause or an exception to the ordinance.

Council member Starkey moved to approve a variance request for the property owners at 208 N. 6th Street

to Chapter 21- Subdivision and Property Development, Section 21-8 (a) It shall be unlawful to construct two (2) single-family dwellings on a single lot, parcel, or tract of land. Seconded by Council member Moore; motion carried with all members present voting Aye.

Discuss and consider Ordinance 24-Y, an Ordinance of the City of Alvin, Texas, amending Chapter 21, Subdivisions and Property Development of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article VII. Park Land Dedication and Development Fee; providing for severability; and setting forth other provisions related thereto.

At the June 6, 2024, City Council workshop, City Council directed staff to amend Article VII Park Land Dedication and Development Fee to allow developers -- when it is not feasible to allocate up to two acres for park use -- to have the option to dedicate a proportionate area within the development for parkland, and require that the designated parkland be owned and maintained by the Homeowner Association or related entity in lieu of paying the Parkland Dedication and Development fee in accordance with Sec. 21-130. At the July 2, 2024, regular Park Board meeting, the board unanimously recommended amending the ordinance to remove the minimum two (2) acre parkland requirement from Sec. 21-128(d), and add the following guiding principles for parkland development:

- Park shall be owned and maintained by the Homeowner Association or related entity

- Park shall possess four qualities:

** Accessible*

** Allow people to engage in activities*

** Comfortable spaces having a good image*

** Sociable place where people meet each other and take people to when they come to visit*

Staff recommends these amendments to Article VII. Park Land Dedication and Development Fee.

Dan Kelinske, Director of Parks and Recreation, presented this item before City Council with explanation. Council Member Moore inquired about the definition of a park, to which Mr. Kelinske responded by referencing the parameters outlined in the ordinance that specify the required qualities. Council member Dekeyzer cautioned that the way the required qualities are worded is very subjective and may need more clear definitions. Discussion was had on how to word those requirements, and provide examples without inferring a limited list of acceptable projects. Mr. Kelinske explained the Parks Board wanted the developers to have the creative freedom to define those spaces and not diminish the inspiration of a unique design idea. Council Member Vela raised concerns about the wording in the ordinance regarding park land accessibility, noting that it may unintentionally exclude individuals who do not reside in the subdivision. Ms. Segovia and Mr. Kelinske assured Council they were not aware of that being an issue. Staff will work on suggested modifications to the ordinance.

Council member DeKeyzer moved to the table for the next Council meeting Ordinance 24-Y, an Ordinance of the City of Alvin, Texas, amending Chapter 21, Subdivisions and Property Development of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article VII. Park Land Dedication and Development Fee; providing for severability; and setting forth other provisions related thereto. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider Ordinance 24-BB, amending Chapter 24 ½, Manufactured Homes and Manufactured Home Parks, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Manufactured Homes Located Outside of Manufactured Home Parks, and Article IV. Manufactured Home Parks; providing for penalties; providing for publication; providing for severability; and setting forth other provisions related thereto.

Ordinance 24-BB is amending Chapter 24 ½, Manufactured Homes and Manufactured Home Parks, Articles III and IV, of the City of Alvin Code of Ordinances. The proposed changes will allow for the use of metal skirting for manufactured homes within the City. The proposed changes were presented to the City Planning Commission at their meeting on June 18, 2024, and the amended ordinance was unanimously approved by the City Planning Commission at their meeting on August 20, 2024. Staff recommends approval of Ordinance 24-BB.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

Council member Castro moved to approve Ordinance 24-BB, amending Chapter 24 ½, Manufactured Homes and Manufactured Home Parks, of the Code of Ordinances of the City of Alvin, Texas, for the

purpose of amending Article III. Manufactured Homes Located Outside of Manufactured Home Parks, and Article IV. Manufactured Home Parks; providing for penalties; providing for publication providing for severability; and setting forth other provisions related thereto. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider Resolution 24-R-26, creating the Economic Development Advisory Committee for the City of Alvin and amending the City of Alvin Board and Commission Handbook; and setting forth other matters related thereto.

Attached are committee guidelines and a resolution in support of the creation of an Economic Development Advisory Committee (EDAC). The EDAC will make recommendations to the Economic Development Director and City Council on matters related to economic development which include but are not limited to economic development incentives, current business climate, business attraction and retention, marketing opportunities, and other issues that promote Alvin's economic development.

Paul Chavez, Economic Development Director, presented this item before City Council with explanation.

Council member Starkey moved to approve Resolution 24-R-26, creating the Economic Development Advisory Committee for the City of Alvin and amending the City of Alvin Board and Commission Handbook; and setting forth other matters related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Ordinance 24-T, amending Chapter 28, Comprehensive Fee Ordinance, for the purpose of setting certain solid waste collection and disposal fees for residential, commercial, and roll-off containers; providing for a ten percent (10%) penalty for late payment; providing for an effective date of October 2024 billing cycles; providing for publication; and setting forth other provisions related thereto.

The City's ordinance requires that solid waste rates be increased, at minimum, based on the annual CPI-U index rate for the Houston-Galveston-Brazoria, Texas area. The ordinance also allows the consideration of other factors to determine if an additional increase in solid waste rates is warranted. City Council approved a 3.257% contractual increase in costs of our solid waste provider in July 2024. As a result, staff is recommending increasing the solid waste rates by 3.257% for commercial and residential customers for FY 25 – resulting in an approximate \$0.45 monthly increase to residential solid waste bills.

The City accounts for solid waste revenues and expenses in the Sanitation Fund. Over the past few years, the City has been able to sustain a "healthy" fund balance in the Sanitation fund as a result of the CPI-U provision in the City's ordinance and other factors. Due to the contractual CPI-U increase in costs from our Sanitation Waste provider, staff is recommending that City Council consider the following solid waste rates for both residential and commercial businesses. Should the City Council elect to increase the rate by 3.257%, then both residential and commercial rates will reflect an increase that will take effect in the first billing cycles in October 2024. This increase is reflected in the FY25 Proposed Budget and staff recommends approval of Ordinance 24-T using the proposed rates:

Type	FY23	FY24	FY25	Inc	Inc%
Residential (garbage monthly charge)	\$11.07	\$12.40	\$12.80	+\$.40	
Residential (bulky trash)	\$ 1.41	\$1.58	\$1.63	+\$.05	
Residential Total	\$12.48	\$13.98	\$14.43	\$0.45	3.257%

Commercial +3.257%

Chris Thomas, Director of Finance, presented this item before City Council with explanation.

Council member Moore moved to approve Ordinance 24-T, amending Chapter 28, Comprehensive Fee Ordinance, for the purpose of setting certain solid waste collection and disposal fees for residential, commercial, and roll-off containers; providing for ten percent (10%) penalty for late payment; providing for an effective date of October 2024 billing cycles; providing for publication; and setting forth other provisions related thereto. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

Consider Ordinance 24-Z, adopting the annual budget for the City of Alvin, Texas, for Fiscal Year 2024-25; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.

On July 18, 2024, the City Manager presented the FY 2024-25 proposed budget to City Council. Subsequently, (2) budget workshops were held on August 1, 2024, and August 6, 2024, whereby City Council and staff reviewed the proposed budget. A budget hearing

was held by City Council at the regularly scheduled meeting on August 15, 2024, where citizens could voice their opinion for or against the 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 appropriations must be approved by a favorable vote of a majority of the members of the City Council. [Click here](#) to view the FY25 Final Budget.

Chris Thomas, Director of Finance, presented this item before City Council with explanation.

Council member Garivey moved to approve Ordinance 24-Z, adopting the budget for the City of Alvin, Texas, for Fiscal Year 2024-25; 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 Moore; motion carried with all members present voting Aye and Council member Castro voting No.

Consider ratifying the property tax revenue reflected in the City of Alvin's Adopted Budget for Fiscal Year 2024-25 in accordance with the Texas Local Government Code.

Pursuant to Section 102-007(c) of the Texas Local Government Code, the City Council must take a separate vote to ratify the increase in revenue generated by the 2024 property tax rate as reflected in the Fiscal Year 2024-25 Adopted Budget. This vote is separate and distinct from the vote adopting the budget and setting the tax rate as required by Chapter 26 of the Texas Tax Code. Even though the property tax rate will remain the same for Tax Year 2024, the adoption of the Fiscal Year 2024-2025 budget will necessitate raising more revenue from property taxes than in the previous year by \$1,387,463 (or 9.07%); of which \$467,146 is from new property added to the tax roll in Tax Year 2024. The increase in property tax revenue is required to fund city programs and services derived from the City Council strategic planning sessions, as well as debt obligations and other operational costs outlined in the Fiscal 2024-2025 adopted budget.

Chris Thomas, Director of Finance, presented this item before City Council with explanation.

Council member Garivey moved to ratify a 9.07% increase in property tax revenue for Tax Year 2024, reflected in the Fiscal Year 2024-2025 adopted budget, as required by the Texas Local Government Code, Section 102.007. Seconded by Council member Starkey; motion carried with all members present voting Aye and Council member Castro voting No.

Consider Ordinance 24-AA, adopting and levying the ad valorem tax rate for Tax Year 2024, commencing October 1, 2024, and ending September 30, 2025.

A taxing unit may not impose property taxes in 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 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 no-new-revenue 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." According to Texas Tax Code 26.05(a), each component of the tax rate (M&O and I&S) must be approved separately. The statute does not state that separate motions are needed, so clarifying verbiage is added to the ordinance to separate the two components. For Tax Year 2024, staff is proposing that City Council adopt a tax rate of \$0.6850 per \$100 of taxable assessed value, which is 6.72% above the 2024 No New Revenue tax rate of \$.641839.

Tax Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Tax Rate	\$0.8386	\$0.7980	\$0.7880	\$0.7880	\$0.7780	\$0.7680	\$0.7680	\$0.7100	\$0.6850	\$0.6850

Chris Thomas, Director of Finance, presented this item before City Council with explanation.

Council member Starkey made a motion stating: "I move that the property tax rate be increased by the adoption of a tax rate of **\$0.6850** per \$100 of valuation, which is effectively a **6.72%** increase in the tax rate." Seconded by Council member Moore; motion carried with all members present voting Aye and Council member Castro voting No.

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.

Council member Moore requested a workshop to discuss allowing the use of ADU's, Accessory Dwelling Units, seconded by Council member Vela.

REPORTS FROM THE CITY MANAGER

Items of Community Interest and/or 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 19, 2024, 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.

Council member Starkey complimented the community for their involvement in and support of local events.

Council member DeKeyzer reminded everyone of the upcoming November General Elections. She encouraged everyone to check their voter registration status and get out and vote.

Council member Castro reiterated Council Starkey's comments about local events, and encouraged everyone to attend the upcoming Hispanic Heritage events and football games.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:56 p.m.

PASSED and APPROVED the 19th of September 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/19/2024

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider an Interlocal Agreement with Brazoria County for the Fiscal Year 2024-25 Asphalt Improvement Project and authorize the Mayor to sign upon legal review.

Type of Item: Action Item

Summary: 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 of asphalt streets and has improved over 35 miles of asphalt streets since the start in 1991.

The County only performs driving surface asphalt overlays. An asphalt overlay is a paving method of applying a new layer of asphalt to a deteriorating surface. Rather than tearing up or removing any of the old asphalt surface entirely, an asphalt overlay project utilizes the existing layers as a base for the new asphalt pavement. The new layer of asphalt is usually between 1.5 and 3 inches thick, depending on the demands of the existing deteriorating asphalt surface.

Staff is in the process of identifying roads where the County's service would best be utilized. Once City staff has identified applicable roads, City Council will consider staff's recommendations. If approved by City Council, then the County Commissioner's Court will consider the City's identified roads. Next, the County will submit the materials cost estimates to complete the asphalt overlays identified as a part of this agreement. Finally, City Council will consider the material cost estimates the County submitted.

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

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 9/14/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

1. Brazoria County; FY 2024-25; Interlocal Agreement; Streets and Infrastructure Repair
-

Recommendation: Move to approve an Interlocal Agreement with Brazoria County for the Fiscal Year 2024-25 Asphalt Improvement Project and authorize the Mayor to sign upon legal review.

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

Matt Hanks, P.E., CFM
COUNTY ENGINEER



Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

Wael Tabara, P.E., CFM
ASST. COUNTY ENGINEER

979.864.1265
ANGLETON

979.388.1265
CLUTE

281.756.1265
HOUSTON

979.864.1270
FAX

BRAZORIA COUNTY ENGINEERING

451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515

July 31, 2024

City of Alvin
ATTN: Mayor
216 West Sealy
Alvin, TX 77511

RE: Interlocal Agreement with Brazoria County and the City of Alvin

Please find two copies of the above referenced Interlocal Agreement between Brazoria County and the City of Alvin. Please carefully review the conditions of the agreement and have it signed by the Mayor of the City of Alvin. Please return one signed copy back to the Brazoria County Engineer's Office.

If you have any questions please feel free to contact me at 979.864.1265 or by email at engineer-interlocals@brazoriacountytx.gov.

Sincerely,

Tricia L. Simmons

Tricia L. Simmons
Interlocal Coordinator

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF ALVIN, acting through its Mayor (hereinafter "CITY").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2024, to September 30, 2025. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the COUNTY agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the CITY OF ALVIN, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link to, other roads and highways is allowed if such work is determined to be a benefit

to the County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

- (1) By the COUNTY through use of county equipment;
- (2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the COUNTY in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

BRAZORIA COUNTY, TEXAS



By: L.M. "Matt" Sebesta Jr.
Brazoria County Judge

By: Mayor

DATE: _____

ATTEST:

CITY SECRETARY



AGENDA COMMENTARY

Meeting Date: 9/19/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an award of Bid (B-24-05) to Landscape Professionals of Texas, for manicured mowing services of select City-owned and State Right of Way property including parkland, lift stations, water wells, and various building grounds, in an amount not to exceed \$265,671; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Action Item

Summary: The current manicured mowing agreement with LTS Lawncare was set to expire September 30, 2025, for a total annual amount of \$161,176.35. With the sudden passing of LTS Lawncare business owner Larry Dietrich, the business was no longer able to continue providing mowing services as scheduled; therefore, a notice of immediate termination was issued on July 30, 2024. Horticare was hired as the interim contractor to provide manicured mowing services through September 30, 2024.

Manicured mowing bid # B-24-05 was advertised on August 11, 2024, and August 18, 2024. Bids were opened August 27, 2024, and Landscape Professionals of Texas provided the lowest price/best value bid of \$265,671. Horticare was the second and only other bidder with an annual bid price of \$272,705.00. This is the first of two manicured mowing agreements being considered with Landscape Professionals of Texas, with the first year of service beginning October 1, 2024, and ending September 30, 2025, with up to three one-year renewals.

Staff recommends awarding this manicured mowing agreement in the amount of \$265,671 to Landscape Professionals of Texas.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐

Funding Account: 616-8003-00-3270 **Amount:** \$265,671 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 9/14/2024 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 9/16/24

Supporting documents attached:

1. B-24-05; Manicured Mowing; City Facilities; Bid Tab
 2. B-24-05 Manicured Mowing Services Side by Side Comparison
 3. B-24-05; Agreement for Manicured Mowing Services City Facilities Parks, Lift Stations
 4. LTS Termination Letter 7-29-2024
-

Recommendation: Move to approve an award of Bid B-24-05 to Landscape Professionals of Texas

for manicured mowing services of select City-owned and State Right of Way property including parkland, lift stations, water wells, and various building grounds for an amount not to exceed \$265,671; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable: X
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X
Reviewed by City Manager, if applicable: X

B-24-05; City Facilities

Vendor/Bidder Name	Grand Total
Landscape Professionals of Texas	\$265,671
Horticare Landscape Management	\$272,705

B-24-05 Manicured Mowing Service Bid Submittals

BID SUBMITTAL # 1 / Landscape Professionals of Texas

Section A - Lift Stations/Water Towers/Water Wells

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
1	Lift Station 8	2580 Koster St.	\$ 29.00	26	\$ 754.00
2	Lift Station 14	205 E. Old Galveston R.	\$ 54.00	26	\$ 1,404.00
3	Lift Station 23B	1823 Steele Rd	\$ 29.00	26	\$ 754.00
4	Lift Station 26	2490 Rowan Burton South & CR 178	\$ 29.00	26	\$ 754.00
5	Lift Station 28	2690 West Dumble St.	\$ 29.00	26	\$ 754.00
6	Lift Station 29	1920 Callaway	\$ 29.00	26	\$ 754.00
7	Lift Station 30	1587 S. Hwy 35	\$ 29.00	26	\$ 754.00
8	Lift Station 31	1075 FM 1462	\$ 29.00	26	\$ 754.00
9	Lift Station 33	Bypass 35	\$ 29.00	26	\$ 754.00
10	Lift Station 34	CR 153 @ End 3323 Old Galveston Rd.	\$ 29.00	26	\$ 754.00
11	Lift Station 43	1846 FM 528	\$ 29.00	26	\$ 754.00
12	Water Well #3	1080 W. Snyder	\$ 168.00	26	\$ 4,368.00
13	Water Well #4	300 S. Durant	\$ 126.00	26	\$ 3,276.00
14	Water Well #6	1050 Heights Rd	\$ 126.00	26	\$ 3,276.00
15	Water Well #7	1060 Heights Rd	\$ 59.00	26	\$ 1,534.00
16	Water Well #8	380 W. Willis St.	\$ 49.00	26	\$ 1,274.00
17	Water Tower	650 Dyche Lane	\$ 84.00	26	\$ 2,184.00
18	Water Tower	707 Verhalen	\$ 49.00	26	\$ 1,274.00
19	Water Tower	N. Bypass 35	\$ 99.00	26	\$ 2,574.00

Section A Total \$ 28,704.00

Section B - Facility Grounds

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
20	City Hall	216 W. Sealy St.	\$ 126.00	30	\$ 3,780.00
21	Vacant Lot (near chamber bldg.)	W. Willis St @ Hardie St	\$ 49.00	30	\$ 1,470.00
22	Library	105 S. Gordon St.	\$ 126.00	30	\$ 3,780.00
23	Senior Citizen Center	309 W. Sealy St	\$ 59.00	30	\$ 1,770.00
24	Museum	302 W. Sealy St.	\$ 39.00	30	\$ 1,170.00
25	Public Service Facility	1100 W. Hwy 6	\$ 210.00	30	\$ 6,300.00
26	Alvin Animal Adoption Center	550 W. Hwy 6	\$ 294.00	30	\$ 8,820.00
27	Alvin Police Department	1500 S. Gordon St.	\$ 210.00	30	\$ 6,300.00
28	Bob Owen Pool	919 Bayou Dr.	\$ 84.00	30	\$ 2,520.00
29	Girl Scout House Lot	1006 W. Adoue St.	\$ 126.00	30	\$ 3,780.00
30	American Legion Lot	206 S. Durant St	\$ 59.00	30	\$ 1,770.00
31	COA Facility with over-flow parking lot	302 W. House St./407 W. House St	\$ 84.00	30	\$ 2,520.00
32	Fire Station #2	110 Medic Lane	\$ 49.00	30	\$ 1,470.00
33	Fire Station #3	2700 FM 1462	\$ 126.00	30	\$ 3,780.00
34	COA Facility	709 E. House St.	\$ 49.00	30	\$ 1,470.00
35	Park-N-Ride	1755 Steel Rd.	\$ 59.00	30	\$ 1,770.00
36	Fire Training Field	7100 CR 160	\$ 84.00	30	\$ 2,520.00
37	Dyche Lane Property	800 Dyche Lane	\$ 126.00	30	\$ 3,780.00
38	Vacant Lot	N. Gordon St. @ W. Willis St.	\$ 49.00	30	\$ 1,470.00
39	ACVB grounds (train depot)	200 Depot Centre Blvd.	\$ 84.00	30	\$ 2,520.00
40	Fire Station / EMS	801 E. South Street	\$ 294.00	30	\$ 8,820.00
41	Downtown Parking Lot	Corner of Sealy St. & Gordon Street	\$ 49.00	30	\$ 1,470.00
42	APD Shooting Range	200 Depot Centre Blvd.	\$ 84.00	30	\$ 2,520.00
43	Durant Detention Pond	Durant & South Street	\$ 420.00	30	\$ 12,600.00
44	Kost Detention Pond	Kost & South Street	\$ 1,008.00	30	\$ 30,240.00
45	Waste Water Treatment	4238 CR 160	\$ 294.00	30	\$ 8,820.00

46	Recreation Center	3201 Hwy 35	\$ 294.00	30	\$ 8,820.00
----	-------------------	-------------	-----------	----	-------------

Section B Total **\$ 135,450.00**

Section C - City Entrances					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
46	North entrance sign area	Southbound Bypass 35	\$ 252.00	39	\$ 9,828.00
47	South entrance sign area #1	Northbound Bypass 35	\$ 237.00	39	\$ 9,243.00
49	Welcome to Alvin Sign	Hwy 6 @ Gordon St.	\$ 84.00	39	\$ 3,276.00
50	Welcome to Alvin Sign	Hwy 6 from Manvel	\$ 84.00	39	\$ 3,276.00

Section C Total **\$ 25,623.00**

Section D - Public Parks					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
51	Ruben Adame	801 Shaw St.	\$ 168.00	39	\$ 6,552.00
52	Newman Park	1200 Newman St.	\$ 252.00	39	\$ 9,828.00
53	Citizens Park	Gordon St. @ Depot Centre Blvd.	\$ 49.00	39	\$ 1,911.00
54	Sealy Park	206 S. Durant St.	\$ 126.00	39	\$ 4,914.00
55	Prairie Dog Park	575 E. Hathaway	\$ 49.00	39	\$ 1,911.00
56	National Oak Park	118 S. Magnolia St.	\$ 504.00	39	\$ 19,656.00
57	Lion's Park	1060 College Dr	\$ 672.00	39	\$ 26,208.00
58	Oak Park Cemetery	300 Oak Park Dr.	\$ 126.00	39	\$ 4,914.00

Section D Total **\$ 75,894.00**

GRAND TOTAL **\$ 265,671.00**

B-24-05 Manicured Mowing Service Bid Submittals

BID SUBMITTAL # 2 / Horticare

Section A - Lift Stations/Water Towers/Water Wells

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
1	Lift Station 8	2580 Koster St.	\$ 40.00	26	\$ 1,040.00
2	Lift Station 14	205 E. Old Galveston R.	\$ 40.00	26	\$ 1,040.00
3	Lift Station 23B	1823 Steele Rd	\$ 40.00	26	\$ 1,040.00
4	Lift Station 26	2490 Rowan Burton South & CR 178	\$ 40.00	26	\$ 1,040.00
5	Lift Station 28	2690 West Dumble St.	\$ 40.00	26	\$ 1,040.00
6	Lift Station 29	1920 Callaway	\$ 40.00	26	\$ 1,040.00
7	Lift Station 30	1587 S. Hwy 35	\$ 40.00	26	\$ 1,040.00
8	Lift Station 31	1075 FM 1462	\$ 40.00	26	\$ 1,040.00
9	Lift Station 33	Bypass 35	\$ 40.00	26	\$ 1,040.00
10	Lift Station 34	CR 153 @ End 3323 Old Galveston Rd.	\$ 40.00	26	\$ 1,040.00
11	Lift Station 43	1846 FM 528	\$ 40.00	26	\$ 1,040.00
12	Water Well #3	1080 W. Snyder	\$ 55.00	26	\$ 1,430.00
13	Water Well #4	300 S. Durant	\$ 55.00	26	\$ 1,430.00
14	Water Well #6	1050 Heights Rd	\$ 55.00	26	\$ 1,430.00
15	Water Well #7	1060 Heights Rd	\$ 55.00	26	\$ 1,430.00
16	Water Well #8	380 W. Willis St.	\$ 55.00	26	\$ 1,430.00
17	Water Tower	650 Dyche Lane	\$ 100.00	26	\$ 2,600.00
18	Water Tower	707 Verhalen	\$ 100.00	26	\$ 2,600.00
19	Water Tower	N. Bypass 35	\$ 100.00	26	\$ 2,600.00

Section A Total \$ 26,390.00

Section B - Facility Grounds

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
20	City Hall	216 W. Sealy St.	\$ 70.00	30	\$ 2,100.00
21	Vacant Lot (near chamber bldg.)	W. Willis St @ Hardie St	\$ 45.00	30	\$ 1,350.00
22	Library	105 S. Gordon St.	\$ 70.00	30	\$ 2,100.00
23	Senior Citizen Center	309 W. Sealy St	\$ 45.00	30	\$ 1,350.00
24	Museum	302 W. Sealy St.	\$ 60.00	30	\$ 1,800.00
25	Public Service Facility	1100 W. Hwy 6	\$ 150.00	30	\$ 4,500.00
26	Alvin Animal Adoption Center	550 W. Hwy 6	\$ 165.00	30	\$ 4,950.00
27	Alvin Police Department	1500 S. Gordon St.	\$ 125.00	30	\$ 3,750.00
28	Bob Owen Pool	919 Bayou Dr.	\$ 75.00	30	\$ 2,250.00
29	Girl Scout House Lot	1006 W. Adoue St.	\$ 45.00	30	\$ 1,350.00
30	American Legion Lot	206 S. Durant St	\$ 45.00	30	\$ 1,350.00
31	COA Facility with over-flow parki	302 W. House St./407 W. House St	\$ 60.00	30	\$ 1,800.00
32	Fire Station #2	110 Medic Lane	\$ 55.00	30	\$ 1,650.00
33	Fire Station #3	2700 FM 1462	\$ 65.00	30	\$ 1,950.00
34	COA Facility	709 E. House St.	\$ 50.00	30	\$ 1,500.00
35	Park-N-Ride	1755 Steel Rd.	\$ 50.00	30	\$ 1,500.00
36	Fire Training Field	7100 CR 160	\$ 110.00	30	\$ 3,300.00
37	Dyche Lane Property	800 Dyche Lane	\$ 50.00	30	\$ 1,500.00
38	Vacant Lot	N. Gordon St. @ W. Willis St.	\$ 50.00	30	\$ 1,500.00
39	ACVB grounds (train depot)	200 Depot Centre Blvd.	\$ 65.00	30	\$ 1,950.00
40	Fire Station / EMS	801 E. South Street	\$ 115.00	30	\$ 3,450.00
41	Downtown Parking Lot	Corner of Sealy St. & Gordon Street	\$ 45.00	30	\$ 1,350.00
42	APD Shooting Range	200 Depot Centre Blvd.	\$ 115.00	30	\$ 3,450.00
43	Durant Detention Pond	Durant & South Street	\$ 235.00	30	\$ 7,050.00
44	Kost Detention Pond	Kost & South Street	\$ 600.00	30	\$ 18,000.00
45	Waste Water Treatment	4238 CR 160	\$ 275.00	30	\$ 8,250.00

45	Recreation Center	3201 Hwy 35	\$ 780.00	30	\$ 23,400.00
----	-------------------	-------------	-----------	----	--------------

Section B Total \$ 108,450.00

Section C - City Entrances					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
46	North entrance sign area	Southbound Bypass 35	\$ 400.00	39	\$ 15,600.00
47	South entrance sign area #1	Northbound Bypass 35	\$ 350.00	39	\$ 13,650.00
49	Welcome to Alvin Sign	Hwy 6 @ Gordon St.	\$ 50.00	39	\$ 1,950.00
50	Welcome to Alvin Sign	Hwy 6 from Manvel	\$ 50.00	39	\$ 1,950.00

Section C Total \$ 33,150.00

Section D - Public Parks					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
51	Ruben Adame	801 Shaw St.	\$ 475.00	39	\$ 18,525.00
52	Newman Park	1200 Newman St.	\$ 140.00	39	\$ 5,460.00
53	Citizens Park	Gordon St. @ Depot Centre Blvd.	\$ 50.00	39	\$ 1,950.00
54	Sealy Park	206 S. Durant St.	\$ 135.00	39	\$ 5,265.00
55	Prairie Dog Park	575 E. Hathaway	\$ 65.00	39	\$ 2,535.00
56	National Oak Park	118 S. Magnolia St.	\$ 570.00	39	\$ 22,230.00
57	Lion's Park	1060 College Dr	\$ 500.00	39	\$ 19,500.00
58	Oak Park Cemetery	300 Oak Park Dr.	\$ 750.00	39	\$ 29,250.00

Section D Total \$ 104,715.00

GRAND TOTAL \$ 272,705.00

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

location(s). During the term of this Agreement, the City may issue a change order and add or delete to the locations requiring landscape maintenance.

Contractor shall take all necessary precautions to minimize and avoid damage to trees, glass windows, doors, vehicles, etc. The Contractor shall be held accountable for any damages.

II.

COMPENSATION

2.01 – Payment Terms.

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay, and the Contractor agrees to accept during the term hereof the amount of Two Hundred Sixty-Five Thousand Six Hundred Seventy-One and No/100 (\$265,671.00) Dollars for landscape maintenance services of the City Facilities as set out in B-24-05 as required hereunder for the fiscal year 2024-2025.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of Two Hundred Sixty-Five Thousand Six Hundred Seventy-One and No/100 (\$265,671.00) Dollars, may be renewed by mutual agreement between Contractor and the City at the same rate. If the City requests more than the stated number of mowing and trimming cycles at the locations listed in Exhibit “A,” the City shall pay the per trip charges shown in Exhibit “A,” attached hereto and incorporated herein by reference.

To receive payment the Contractor shall submit monthly invoices to the City on or before the tenth (10th) day of each month for the services rendered in the preceding month, specifying the services rendered, dates of service, and the amount(s) owed pursuant to this Agreement.

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s). The City shall be entitled to any reimbursement from the Contractor for overpayments due to election of equal monthly installments based upon time of contract termination.

2.02 – Allocated Funds.

- (a) The City’s duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 2.02.
- (b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of Two Hundred Sixty-Five Thousand Six Hundred Seventy-One and No/100 (\$265,671.00) Dollars, to be used to discharge its duties to pay money

under this Agreement (the “Original Allocation”) during the fiscal year 2024-2025. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City’s officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.

- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.
- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor’s exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

III.

TERM AND RENEWAL OPTION

This Agreement shall commence on **October 1, 2024**, and shall end on **September 30, 2025**. However, upon mutual consent of the parties and approval of the governing body, this Agreement may be extended for an additional three (3) one (1) year extensions, for a total of four (4) consecutive years. Each extension must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation provided in Section 2.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

IV.

TERMINATION

4.01 – With Cause.

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it. Should such a default occur, the City shall have the right to terminate the Contractor's duties under this Agreement as of the (10th) day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

- (i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and
- (ii) such termination may be stayed, at the sole option of the City pending cure of the default if action to cure begins during the ten (10) day period and is successfully complete within a reasonable time thereafter.

4.02 – Without Cause.

This Agreement may be terminated by the City without cause upon thirty (30) days advance written notice to the Contractor.

V. INSURANCE

5.01 – Coverage and Amounts.

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

- (1) **Risk and Limits of Liability.** The insurance at a minimum must include the following coverages and limits of liability:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability Including Blanket Contractual Liability	Bodily Injury and Property Damage Limits of \$1,000,000 each Occurrence and \$2,000,000 Aggregate
Automobile Liability	Bodily Injury and Property Damage

Combined Single Limit \$1,000,000
Each Occurrence

- (2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.
- (3) **Issuers of Policies.** The issuer of any policy must have the certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Parks and Recreation Director as to conformance with these requirements.
- (4) **Insured Parties.** Each policy must name the Contractor and the City (and the officers, agents, and employees of the City) as insured parties.
- (5) **Deductibles.** A policy may contain deductible amounts. Notwithstanding the deductible amounts, the Contractor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.
- (6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days' advance notice of cancellation is given in writing to the Parks and Recreation Director.
- (7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents is employees.
- (8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

5.02 – Delivery of Policies.

The original of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them, together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Parks and Recreation Director prior to the beginning of the term of this Agreement.

Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing date of any existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entailing the City, at its option, to terminate its duties and the Contractor rights under this Agreement upon at least three (3) days' notice in writing to the Contractor.

VI.

MISCELLANEOUS

6.01 – Independent Contractor.

The relationship of the Contractor to the City shall be that of an independent contractor. Nothing herein contained shall be constructed as constituting the Contractor an employee, agent, servant, or department of the City. The City shall not be liable for the acts or omissions of the Contractor, its officers, members, agents or employees. All persons employed by the Contractor must be legally approved to work in the United States.

6.02 – Subcontractors.

The Contractor shall not subcontract any part of its performance under this Agreement without approval of the Parks and Recreation Director, which approval shall not be unreasonably withheld. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the City, in connection with this Agreement only, as if they were employees of the Contractor. All persons employed by the Contractor must be legally approved to work in the United States.

6.03 – Administration of Agreement.

Except as otherwise provided herein, this Agreement shall be administered by the Parks and Recreation Director or his designee and all correspondence and questions from the Contractor shall be directed to the Parks and Recreation Director or his designee, as applicable.

6.04 – Parties in Interest.

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Contractor only.

6.05 – Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights of remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the rights to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure or performance.

6.06 – Applicable Laws.

This Agreement is subject to and shall be constructed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction over the Contractor's services required by this Agreement. This Agreement is performable in Brazoria County, Texas.

6.07 – Licenses and Permits.

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder.

6.08 – Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3rd) day following deposit in the United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other addresses as the receiving party may have therefore prescribed by the notice to the sending party:

Parks and Recreation Director
City of Alvin
216 W. Sealy Street
Alvin, Texas 77511
Phone No: (281) 388-4290

Jerry Thompson
Landscape Professionals of Texas
3439 West Benders Landing Boulevard
Spring, Texas 77386
Phone No: (281) 788-6926

6.09 – Captions.

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and,

therefore, will be given no effect in construing this Agreement and shall not be restricted of or be used to interpret the subject matter of any article, section subsection or part of this Agreement.

6.10 – Acceptance and Approvals.

Any acceptance or approval by the City, or its agents or employees shall not constitute, nor be deemed to be a release of the responsibility and liability of the contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any documents prepared or services performed pursuant to the terms and conditions of this Agreement, not shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees for any defect, error or omissions in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

6.11 – Inspections and Audits.

At mutually agreeable times, the City shall have the right to examine, review, copy and audit all books, records and billing documents which are directly related to performance to payment under this Agreement provided, however that records and documents that reflect Contractor's profits shall not be available for inspection. The Contractor shall maintain such books, records, and billing documents for one (1) year after cessation of its other duties under this Agreement.

6.12 – Remedies.

The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statutory, at law, or in equity; provided however, that none of the parties shall terminate this Agreement except in accordance with the provisions hereof.

6.13 – Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be constructed for or against any party hereto on the basis that such party did or did not author the same.

6.14 – Survival.

The provisions set forth in Section 6.11 herein shall survive the termination, cancellation, or expiration of this Agreement.

6.15 – Entire Agreement.

This Agreement contains all the agreement of the parties relating to the subject matter hereto and is the full and final expression of the agreement between parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this _____ day of _____, 2024.

CONTRACTOR:
LANDSCAPE PROFESSIONALS OF TEXAS

CITY:
CITY OF ALVIN, TEXAS

BY: _____

Name: _____

Title: _____

BY: _____

Junru Roland

City Manager

ATTEST/SEAL

ATTEST/SEAL

BY: _____

Name: _____

Title: _____

BY: _____

Dixie Roberts

City Secretary

APPROVED AS TO FORM:

BY: _____

Suzanne L. Hanneman

City Attorney



www.alvin-tx.gov

CITY OF ALVIN

309 W. Sealy St • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 388-4367

Parks & Recreation Department

July 30, 2022

LTS Lawncare
P.O. Box 314
Alvin, TX 77512

RE: Termination of Agreement

Dear LTS Lawncare:

With the unfortunate and sudden passing of LTS Lawncare owner, Larry Dietrich, LTS Lawncare is no longer able to continue providing mowing services as scheduled. Therefore, pursuant to Section 4.01 and 4.02 of the Agreement for Manicured Mowing Services Bid # B-21-11 initially approved on May 6, 2021, and Bid # B-22-05 initially approved on April 21, 2022 and both set to expire September 30, 2025, the City of Alvin has no other option than to immediately terminate both agreements and find supplemental contract mowing for City owned or maintained property.

We appreciate your dedicated service these past ten (10) years.

Regards,

Dan Kelinske

Digitally signed by Dan Kelinske
DN: cn=Dan Kelinske, o=City of Alvin,
ou=Parks and Recreation,
email=DK_Kelinske@cityofalvin.com, c=US
Date: 2024.07.30 12:06:46 -05'00'

Daniel Kelinske
Director
Parks and Recreation
City of Alvin, Texas

cc: City of Alvin, Legal Department
cc: City of Alvin, Finance Department



AGENDA COMMENTARY

Meeting Date: 9/19/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an award of Bid (B-24-06), to Landscape Professionals of Texas, for manicured mowing services of select parkland and other City-owned property and State Right of Way, in an amount not to exceed \$68,100; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Action Item

Summary: The current manicured mowing agreement with LTS Lawncare was set to expire September 30, 2025, for a total annual amount of \$56,252.65. With the sudden passing of LTS Lawncare business owner Larry Dietrich, the business was no longer able to continue providing mowing services as scheduled; therefore, a notice of immediate termination was issued on July 30, 2024. Horticare was hired as the interim contractor to provide manicured mowing services through September 30, 2024.

Manicured mowing bid # B-24-06 was advertised on August 11, 2024, and August 18, 2024. Bids were opened August 27, 2024, and Landscape Professionals of Texas provided the lowest price/best value bid of \$68,100.00. Horticare was the second and only other bidder with an annual bid price of \$87,135.00. This is the second of two manicured mowing agreements being considered with Landscape Professionals of Texas, with the first year of service beginning October 1, 2024, and ending September 30, 2025, with up to three one-year renewals.

Staff recommends awarding this manicured mowing agreement in the amount of \$68,100.00 to Landscape Professionals of Texas.

Funding Expected:	Revenue _ Expenditure ☒ N/A _	Budgeted Item:	Yes ☒ No _ N/A _
Funding Account:	<u>616-8003-00-3270</u>	Amount:	\$68,100.00
		1295 Form Required?	Yes ☒ No _
Legal Review Required:	N/A _ Required ☒ _	Date Completed:	<u>9/14/2024 SLH</u>
Finance Review Required:	N/A _ Required ☒ _	Date Completed:	<u>CT 9/16/24</u>

Supporting documents attached:

1. B-24-06; Manicured Mowing; Right of Ways and Trust Land; Bid Tab
 2. B-24-06 Bid Comparison
 3. B-24-06 Agreement for Manicured Mowing Services Parks, ROW & Trust Land
 4. LTS Termination Letter 7-29-2024
-

Recommendation: Move to approve an award of Bid B-24-06 to Landscape Professionals of Texas, for manicured mowing services of select parkland and other City-owned

property and Right of Way, in an amount not to exceed \$68,100.00; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable: X
Reviewed by City Attorney, if applicable:X

Reviewed by Chief Financial Officer, if applicable: X
Reviewed by City Manager, if applicable: X

B-24-06; ROW & Trust Land	
Vendor/Bidder Name	Grand Total
Landscape Professionals of Texas	\$68,100
Horticare Landscape Management	\$87,135

B-24-06 Manicured Mowing Service Bid Submittals					
BID SUBMITTAL # 1 / Landscape Professionals of Texas					
Section A - Public Parks and Right of Way (ROW)					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
1	Pearson Park	2200 Westpark Dr.	\$ 588.00	39	\$ 22,932.00
2	Morgan Park	1500 W. South St.	\$ 336.00	39	\$ 13,104.00
3	Hugh Adams Park	3502 Mustang Rd.	\$ 84.00	39	\$ 3,276.00
4	Talmadge Park	Talmadge St. @ 6th St.	\$ 126.00	39	\$ 4,914.00
5	Hike and Bike Trail	Adoue St. to South St.	\$ 336.00	39	\$ 13,104.00
6	Right of Way	Gordon St. Bridge	\$ 126.00	39	\$ 4,914.00

Section A Total \$ 62,244.00

Section B - Trust Properties					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
7	Trust Property #1	3404 Hummingbird	\$ 59.00	24	\$ 1,416.00
8	Trust Property #2	1409 W. Talmadge	\$ 59.00	24	\$ 1,416.00
9	Marina Park	Behind Bowling Alley	\$ 126.00	24	\$ 3,024.00

Section B Total \$ 5,856.00

GRAND TOTAL \$ 68,100.00

B-24-06 Manicured Mowing Service Bid Submittals					
BID SUBMITTAL # 2 / Horticare Landscape Management					
Section A - Public Parks and Right of Way (ROW)					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
1	Pearson Park	2200 Westpark Dr.	\$ 960.00	39	\$ 37,440.00
2	Morgan Park	1500 W. South St.	\$ 510.00	39	\$ 19,890.00
3	Hugh Adams Park	3502 Mustang Rd.	\$ 110.00	39	\$ 4,290.00
5	Talmadge Park	Talmadge St. @ 6th St.	\$ 165.00	39	\$ 6,435.00
6	Hike and Bike Trail	Adoue St. to South St.	\$ 265.00	39	\$ 10,335.00
7	Right of Way	Gordon St. Bridge	\$ 55.00	39	\$ 2,145.00

Section A Total \$ 80,535.00

Section B - Facility Grounds					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
7	Trust Property #1	3404 Hummingbird	\$ 70.00	24	\$ 1,680.00
8	Trust Property #2	1409 W. Talmadge	\$ 55.00	24	\$ 1,320.00
9	Marina Park	Behind Bowling Alley	\$ 150.00	24	\$ 3,600.00

Section B Total \$ 6,600.00

GRAND TOTAL \$ 87,135.00

AGREEMENT FOR MANICURED MOWING SERVICES

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA §

THIS AGREEMENT FOR MANICURED MOWING SERVICES (the “Agreement”) is made and entered into on this this 19th day of September, 2024, by and between the CITY OF ALVIN, TEXAS (the “City”), a municipal corporation of the State of Texas, situated in Brazoria County, Texas, and LANDSCAPE PROFESSIONALS OF TEXAS (the “Contractor”).

WITNESSETH:

WHEREAS, on or about August 11, 2024, and August 18, 2024, the City advertised for bids for manicured mowing services for select City parkland, Right-of-Ways, and other City owned property (Trust Land) for Fiscal Year 2024-2025; and

WHEREAS, the Contractor submitted the lowest bid or the bid that will provide the best value for the City; and

WHEREAS, on or about September 19, 2024, the City Council awarded a Manicured Mowing Services bid to the Contractor; and

WHEREAS, this Agreement defines the rights and obligations of the parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein the City and the Contractor hereby agree as follows:

I.

SCOPE OF SERVICES

The Contractor shall perform services necessary to provide a well-maintained and groomed area in those locations identified Bid B-24-06, entitled City of Alvin, Texas, Manicured Mowing Services, attached hereto as Exhibit “A” and incorporated herein by reference (the “Bid”). Such services shall include, but not be limited to, the services specified in the Bid and shall be performed according to the schedule set forth in Exhibit “A.” Notwithstanding the foregoing, the City reserves the right to delete locations from the scope of services at any time during this Agreement and reduce the payment to the Contractor in the amount of the per trip price for such location(s), multiplied by the number of trips remaining in the fiscal year. During the term of this Agreement, the City may issue a change order and add or delete to the mowing locations.

Contractor shall use professionally accepted mowers as determined by location. All curb lines, edges, etc., shall be edged with every mowing. Weed eating shall be done around all buildings, trees, shrubs, posts, tire stops, etc., with every mowing. Contractor shall take all necessary precautions to minimize and avoid damage to trees, glass windows, doors, vehicles, etc. The Contractor shall be held accountable for any damages resulting from its performance under this Agreement.

II.

COMPENSATION

2.01 – Payment Terms.

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay, and the Contractor agrees to accept during the term hereof the amount of Sixty-Eight Thousand One Hundred and No/100 (\$68,100.00) Dollars for landscape maintenance services of the Public Parks, Right-of-Ways, and Trust Land as set out in B-24-06 as required hereunder for the fiscal year 2024-2025.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of Sixty-Eight Thousand One Hundred and No/100 (\$68,100.00) Dollars, may be renewed by mutual agreement between Contractor and the City at the same rate. If the City requests more than the stated number of mowing and trimming cycles at the locations listed in Exhibit “A,” the City shall pay the per trip charges shown in Exhibit “A,” attached hereto and incorporated herein by reference.

To receive payment the Contractor shall submit monthly invoices to the City on or before the tenth (10th) day of each month for the services rendered in the preceding month, specifying the services rendered, dates of service, and the amount(s) owed pursuant to this Agreement.

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s). The City shall be entitled to any reimbursement from the Contractor for overpayments due to election of equal monthly installments based upon time of contract termination.

2.02 – Allocated Funds.

- (a) The City’s duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 2.02.

- (b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of Sixty-Eight Thousand One Hundred and No/100 (\$68,100.00) Dollars, to be used to discharge its duties to pay money under this Agreement (the “Original Allocation”) during the fiscal year 2024-2025. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City’s officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.
- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.
- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor’s exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

III.

TERM AND RENEWAL OPTION

This Agreement shall commence on **October 1, 2024**, and shall end on **September 30, 2025**. However, upon mutual consent of the parties and approval of the governing body, this Agreement may be extended for three (3) one (1) year extensions, for a total of four (4) consecutive years. Each extension must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation provided in Section 2.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

IV.

TERMINATION

4.01 – With Cause.

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it. Should such a default occur, the City shall have the right to terminate the Contractor's duties under this Agreement as of the (10th) day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

- (i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and
- (ii) such termination may be stayed, at the sole option of the City pending cure of the default if action to cure begins during the ten (10) day period and is successfully complete within a reasonable time thereafter.

4.02 – Without Cause.

This Agreement may be terminated by the City without cause upon thirty (30) days advance written notice to the Contractor.

V. INSURANCE

5.01 – Coverage and Amounts.

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

- (1) **Risk and Limits of Liability.** The insurance at a minimum must include the following coverages and limits of liability:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability Including Blanket Contractual Liability	Bodily Injury and Property Damage Limits of \$1,000,000 each Occurrence and \$2,000,000 Aggregate

Automobile Liability

Bodily Injury and Property Damage
Combined Single Limit \$1,000,000
Each Occurrence

- (2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.
- (3) **Issuers of Policies.** The issuer of any policy must have the certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Parks and Recreation Director as to conformance with these requirements.
- (4) **Insured Parties.** Each policy must name the Contractor and the City (and the officers, agents, and employees of the City) as insured parties.
- (5) **Deductibles.** A policy may contain deductible amounts. Notwithstanding the deductible amounts, the Contractor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.
- (6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days' advance notice of cancellation is given in writing to the Parks and Recreation Director.
- (7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents or employees.
- (8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

5.02 – Delivery of Policies.

The original of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them, together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Parks and Recreation Director prior to the beginning of the term of this Agreement.

Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing date of any existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entailing the City, at its option, to terminate its duties and the Contractor rights under this Agreement upon at least three (3) days' notice in writing to the Contractor.

VI.

MISCELLANEOUS

6.01 – Independent Contractor.

The relationship of the Contractor to the City shall be that of an independent contractor. Nothing herein contained shall be constructed as constituting the Contractor an employee, agent, servant, or department of the City. The City shall not be liable for the acts or omissions of the Contractor, its officers, members, agents or employees. All persons employed by the Contractor must be legally approved to work in the United States.

6.02 – Subcontractors.

The Contractor shall not subcontract any part of its performance under this Agreement without approval of the Parks and Recreation Director, which approval shall not be unreasonably withheld. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the City, in connection with this Agreement only, as if they were employees of the Contractor. All persons employed by the Contractor must be legally approved to work in the United States.

6.03 – Administration of Agreement.

Except as otherwise provided herein, this Agreement shall be administered by the Parks and Recreation Director or his designee and all correspondence and questions from the Contractor shall be directed to the Parks and Recreation Director or his designee, as applicable.

6.04 – Parties in Interest.

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Contractor only.

6.05 – Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights of remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the rights to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure or performance.

6.06 – Applicable Laws.

This Agreement is subject to and shall be constructed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction over the Contractor's services required by this Agreement. This Agreement is performable in Brazoria County, Texas.

6.07 – Licenses and Permits.

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder.

6.08 – Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3rd) day following deposit in the United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other addresses as the receiving party may have therefore prescribed by the notice to the sending party:

Parks and Recreation Director
City of Alvin
216 W. Sealy Street
Alvin, Texas 77511
Phone No: (281) 388-4290

Jerry Thompson
Landscape Professionals of Texas
3439 West Benders Landing Boulevard
Spring, Texas 77386
Phone No: (281) 788-6926

6.09 – Captions.

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and, therefore, will be given no effect in construing this Agreement and shall not be restricted of or be used to interpret the subject matter of any article, section subsection or part of this Agreement.

6.10 – Acceptance and Approvals.

Any acceptance or approval by the City, or its agents or employees shall not constitute, nor be deemed to be a release of the responsibility and liability of the contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any documents prepared or services performed pursuant to the terms and conditions of this Agreement, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees for any defect, error or omissions in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

6.11 – Inspections and Audits.

At mutually agreeable times, the City shall have the right to examine, review, copy and audit all books, records and billing documents which are directly related to performance to payment under this Agreement provided, however that records and documents that reflect Contractor's profits shall not be available for inspection. The Contractor shall maintain such books, records, and billing documents for one (1) year after cessation of its other duties under this Agreement.

6.12 – Remedies.

The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statutory, at law, or in equity; provided however, that none of the parties shall terminate this Agreement except in accordance with the provisions hereof.

6.13 – Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be constructed for or against any party hereto on the basis that such party did or did not author the same.

6.14 – Survival.

The provisions set forth in Section 6.11 herein shall survive the termination, cancellation, or expiration of this Agreement.

6.15 – Entire Agreement.

This Agreement contains all the agreement of the parties relating to the subject matter hereto and is the full and final expression of the agreement between parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this _____ day of _____, 2024.

CONTRACTOR:

LANDSCAPE PROFESSIONALS OF TEXAS

CITY:

CITY OF ALVIN, TEXAS

BY: _____

Name: _____

Title: _____

BY: _____

Junru Roland

City Manager

ATTEST/SEAL

BY: _____

Name: _____

Title: _____

ATTEST/SEAL

BY: _____

Dixie Roberts

City Secretary

APPROVED AS TO FORM:

BY: _____

Suzanne L. Hanneman

City Attorney



www.alvin-tx.gov

CITY OF ALVIN

309 W. Sealy St • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 388-4367

Parks & Recreation Department

July 30, 2022

LTS Lawncare
P.O. Box 314
Alvin, TX 77512

RE: Termination of Agreement

Dear LTS Lawncare:

With the unfortunate and sudden passing of LTS Lawncare owner, Larry Dietrich, LTS Lawncare is no longer able to continue providing mowing services as scheduled. Therefore, pursuant to Section 4.01 and 4.02 of the Agreement for Manicured Mowing Services Bid # B-21-11 initially approved on May 6, 2021, and Bid # B-22-05 initially approved on April 21, 2022 and both set to expire September 30, 2025, the City of Alvin has no other option than to immediately terminate both agreements and find supplemental contract mowing for City owned or maintained property.

We appreciate your dedicated service these past ten (10) years.

Regards,

Dan Kelinske

Digitally signed by Dan Kelinske
DN: cn=Dan Kelinske, o=City of Alvin,
ou=Parks and Recreation,
email=DK_Kelinske@cityofalvin.com, c=US
Date: 2024.07.30 12:06:46 -05'00'

Daniel Kelinske
Director
Parks and Recreation
City of Alvin, Texas

cc: City of Alvin, Legal Department
cc: City of Alvin, Finance Department



AGENDA COMMENTARY

Meeting Date: 9/19/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Discuss and consider Ordinance 24-Y, an Ordinance of the City of Alvin, Texas, amending Chapter 21, Subdivisions and Property Development of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article VII. Park Land Dedication And Development Fee; providing for severability ; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: At the September 5, 2024, city council meeting, City Council directed staff to elaborate on the guiding principles of park development. Below is the verbiage presented at the September 5, 2024, city council meeting, as well as descriptions and examples of various types of parks as defined in the *Park and Open Space Standards and Guidelines* from the National Recreation and Park Association (NRPA).

Verbiage proposed at the September 5, 2024 City Council meeting:

- Park shall be owned and maintained by the Homeowner Association or related entity
- Park shall possess four qualities:
 - * Accessible
 - * Allow people to engage in activities
 - * Comfortable spaces having a good image
 - * Sociable place where people meet each other and take people to when they come to visit

National Recreation and Park Association (NRPA) Park and Open Space Standards and Guidelines:

- Pocket Parks and Playlots

- * Desirable Size: .25 to 1.0 acre
- * Service Area: Immediate development or neighborhood
- * Summary: Serve a concentrated or limited population within an immediate proximity, such as within

apartment complexes, retirement communities, and small neighborhoods. They are intended to meet

the passive recreational needs of residents and limited recreational activity of the immediate neighbors. Examples include: a tot lot in or near an apartment complex, or a vacant lot developed as a passive park with sidewalks and benches.

- Neighborhood Parks

- * Desirable Size: 5 acres
 - * Service Area: .25 to .5-mile radius
 - * Summary: These parks are designed to accommodate the needs of complete neighborhoods, typically within a distance of six to
-

eight blocks. Facilities are for active recreation and playground use, i.e., sport courts and fields, playscape areas, playground equipment, walking trails, etc.

- Community Parks

- * Desirable Size: 10 to 50 acres
- * Service Area: Primarily for residents within a two-mile radius
- * Summary: Provides a large variety of facilities and intended uses within community parks, including both passive and active recreation such as walking and jogging paths, athletic courts, ball fields, lakes or other natural features, picnic areas, activity centers, swimming pools, and facilities that draw residents within a reach of one mile or further.

Planned Unit Development Verbiage:

PUD parks must contain at least 3 of the following amenities:

- * Splash pad
- * Permanently covered or shaded playground with equipment
- * Aesthetically lit landscaping with benches and/or gazebos
- * Swimming pool with restrooms and clubhouse.

Prior to city council adopting Ordinance 24-Y, staff desires to present and review the amendments with the Parks Board.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒	Budgeted Item: Yes ☐ No ☐ N/A ☒
Funding Account: ☐	Amount: ☐
Legal Review Required: N/A ☐ Required ☒	1295 Form Required? Yes ☐ No ☐
Finance Review Required: N/A ☒ Required ☐	Date Completed: <u>8/26/2024 SLH</u>
	Date Completed: ☐

Supporting documents attached:

1. Ord 24-Y; Chapter 21; Art VII - Park Land Dedication.redline
-

Recommendation: Discussion

Reviewed by Department Head, if applicable: ☐
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐
Reviewed by City Manager, if applicable: ☒

ORDINANCE NO. 24-Y

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 21, SUBDIVISIONS AND PROPERTY DEVELOPMENT OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE VII. PARK LAND DEDICATION AND DEVELOPMENT FEE; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin is continually reviewing the provisions of the City Code of Ordinances to ensure that they meet the current needs of the City and that the procedures herein reflect standard practice; and

WHEREAS, the City Council of the City of Alvin desires to promote the health, safety, and general welfare of its citizens;

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

Section 1. That Chapter 21, Subdivisions and Property Development, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

CHAPTER 21, SUBDIVISIONS AND PROPERTY DEVELOPMENT

ARTICLE I. IN GENERAL

...

Secs. 21-111—21-125. - Reserved.

ARTICLE VII. PARK LAND DEDICATION AND DEVELOPMENT FEE

Sec. 21-126. Short title.

This article shall be known and cited as the “Park Land Dedication and Development Fee Article.”

Sec. 21-127. Purpose and applicability.

- (a) This article is adopted to provide and ensure adequate recreational areas and amenities in the form of neighborhood parks for subdivision developments subject to this chapter and to make the park land dedication and park development fee requirements an integral part of the review and approval of residential developments, whether the developments consist of new construction on previously vacant land or rebuilding and redeveloping existing residential areas.

- (b) New developments or redevelopments that involve only the replacement or reconstruction of pre-existing dwelling units shall be exempt from the provisions of this article, provided that the developments do not increase the density of the pre-existing dwelling units or involve a replat of the property.
- (c) Neighborhood parks are those parks that provide a variety of outdoor recreational facilities and within convenient distances from a majority of the residences to be served by such parks.
- (d) The city currently has a park system; however, new residential growth adds demands for more public park space and amenities. The cost of the additional demands should be supplemented by the residential property owners who shall be the beneficiaries of such parks.
- (e) The provisions of this article shall apply to the corporate limits of the city.
- (f) The provisions of this article shall not apply to properties that are included in a valid preliminary or final plat application that was submitted before the effective date of this article.

Sec. 21-128. Park land dedication.

- (a) When developing residential properties, the owner or developer shall be responsible for a fee simple dedication of park land at a ratio of one-one hundredth (1/100) of an acre or four hundred thirty-five and six-tenths (435.6) square feet of land for each proposed dwelling unit. A "dwelling unit" shall mean each individual residence, including each individual residential unit in a multi-family residential structure or manufactured home park, designed or intended for habitation by a single family. Hereinafter, all references to "the developer" shall mean both the owner and the developer jointly and severally, where the owner and developer are not the same party.
- (b) Plat submitted to the city for approval shall show the area required to be dedicated under this section.
- (c) Each corner of the park land dedication shall have an iron rod or pin set, in accordance with other lot corners in the subdivision.
- (d) The City Council and the city parks and recreation board generally consider that development of neighborhood parks ~~less than two (2) acres may be inefficient for public maintenance. Therefore, if fewer than two (2) acres are proposed as park land dedication, shall be owned and maintained by the homeowner association or related entity as set forth for the development.~~ Furthermore, parks shall possess the following qualities: they must be accessible and allow for people to engage in activities, they must be comfortable space(s), and have a good image and be a place where people meet each other and where residents take people to when they come to visit. Failure to provide the mechanism for perpetual maintenance or to include all these qualities in the park(s) shall result in the city ~~shall~~ haveing the option to require the developer to pay the applicable cash in lieu of land amount as provided in section 21-130.
- (e) The city, prior to plat submittal, will define the optimum location of the required park land dedication based upon the proposed park being located adjacent to current or future park land. If there is not an opportunity for the proposed park land dedication to be adjacent to current or future park land, then the city and developer will work together to define an optimum location for the park land dedication. If an optimum location cannot be determined, then the city shall accept the cash in lieu of land option as outlined in section 21-130.
- (f) In the case of a multi-phase development, if the developer dedicates all of the park land required by this article in the first or early phase(s) of the development, no additional park land dedication will be required in later phases unless additional lots that are not shown in the original master preliminary plat are included in the later phases of the development.

- (g) Unless approved in writing by the city, no construction materials shall be disposed of or deposited within the dedicated park land by the developer or its contractors, subcontractors, employees, or agents, at any time while the subdivision is being built. If materials are deposited or disposed of within the park, the developer shall remove such materials within seventy-two (72) hours of written notice by the city. If the developer fails to remove the materials after notice, the city may do so at the developer's expense. The cost of removal shall be added to the subsequent request for a building permit.

...

Section 2. That except as amended herein all other provisions of Chapter 21 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 3. 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 4. 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 5. 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 6. 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 19th day of September 2024.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/19/2024

Department: Finance

Contact: Chris Thomas, Director of
Administrative Services

Agenda Item: Consider the approval of the annual windstorm and hail coverage renewal for Fiscal Year 2025; and authorize the City manager to sign the Proposal Acceptance Form and the Windstorm Quote.

Type of Item: Action Item

Summary: Windstorm insurance is property and casualty insurance that specially 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 (TMLIRP) does not offer windstorm and hail coverage for the City of Alvin. The City's current underwriting manager in placing windstorm coverage is Victor Insurance Managers Inc (VIM). The current annual windstorm policy for FY24 expires October 1, 2024.

Victor Insurance Managers Inc (VIM) canvassed the open marketplace and approached 36 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. Some companies declined to offer a quote based on competition or other factors. The total scheduled assets to cover is \$79,761,834. The layered amount of coverage the City gained quotations for was \$25 million per occurrence. The cost for coverage on City properties is significantly less than last year, as the same coverage was quoted in around the \$900,000 range. Representatives from Victor and TML attributed this to a stabilization of the insurance market and nothing the City can replicate to continue lowering the premium.

The insurance quotations are for an annual period. The City was informed that the rates would probably not be significantly different at other points in the year because it is based on the annual calculation.

OPTION #1 (\$782,023.16); \$25 million coverage

* Includes a shared/layered structure for a total of \$25 million of coverage.

* Deductibles:

- 1.) 3% per building (currently 5% per building)
- 2.) \$100,000 minimum Named Storm and Wind Driven Precipitation (current \$250,000 minimum)
- 3.) \$100,000 all other wind/hail (in lieu of 5% per building, \$250,000 minimum)

* Wind Driven Precipitation Sub-limit: \$500,000 (Currently \$100,000)

.....(next page).....

CARRIER	LAYER	PARTICIPATION	LIMIT	CARRIER PREMIUM	TOTAL COST
Core Specialty	\$10,000,000 primary	- 25.00%	\$2,500,000	\$125,000	\$141,470.39
Westfield	\$10,000,000 primary	- 30.00%	\$3,000,000	\$142,500	\$161,205.45
Navigators	\$10,000,000 primary	- 25.00%	\$2,500,000	\$125,000	\$141,470.39
Ironshore	\$10,000,000 primary	- 20.00%	\$2,000,000	\$100,000	\$113,281.20
Risk Smith	\$15,000,000 excess \$10,000,000 of	25.00%	\$3,750,000	\$50,000	\$58,476.18
Sompo	\$15,000,000 excess \$10,000,000 of	25.00%	\$3,750,000	\$50,000	\$57,951.73
AXIS	\$15,000,000 excess \$10,000,000 of	25.00%	\$3,750,000	\$45,000	\$51,264.99
Rivington	\$15,000,000 excess \$10,000,000 of	25.00%	\$3,750,000	\$50,000	\$56,902.83
		TOTALS:			\$782,023.16
The above is a summary of carriers only and does not reflect complete terms and conditions of the quote. Premiums could be affected by rounding.					

OPTION #2 (\$776,673.74); \$25 million

- * Carrier: AmRisc
- * Deductible % is per location versus per building
- * There is no wind driven rain coverage

Staff recommends Option #1.

Funding Expected: Revenue ☒ Expenditure ☐ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐
Funding Account: ☐ **Amount:** ☐ **1295 Form Required?** Yes ☐ No ☒
Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 9/16/2024 SLH
Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 9/19/24

Supporting documents attached:

1. AmRisc Quote
2. Core Spec Quote

3. Westfield Quote
 4. Navigators Quote
 5. Ironshore Quote
 6. RiskSmith Quote
 7. Sampo Quote
 8. Axis Quote
 9. Rivington Quote
 10. City of Alvin SOV Renewal
 11. Market Responses
-

Recommendation: Move to approve annual windstorm and hail coverage renewal for Fiscal Year 2025 with OPTION #1 for a total cost of \$782,023.16; 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

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

Sep 16, 2024

City of Alvin, Ref# 13097700-A
Proposed Effective 10/1/2024 to 10/1/2025

We are pleased to confirm the attached quotation being offered with Lloyd's of London. 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:	\$665,000.00
Policy Fee	\$750.00
Broker Fee	\$48,215.00
Inspection Fee - Company	\$13,200.00
MGA Fee	\$13,300.00
Surplus Lines Tax	\$35,912.55
Stamping Office Fee	\$296.19
Grand Total:	\$776,673.74

<u>Option to Elect Terrorism Coverage</u>
TRIPRA Premium: APPLIES \$66,500.00
Additional Taxes: \$3,251.85
Total Including TRIA(if elected) \$846,425.59

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 Insurance Services

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, and as necessary maintain proof of declination. 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.

Texas Complaints 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.

AmRisc, LLC

To get information or file a complaint with your insurance company or HMO:

Call: Complaints Department at 252-247-8760

Toll-free: 877-284-4900

Online: www.AmRISC.com

Email: Complaints@AmRISC.com

Mail: AmRISC, LLC

Complaints Department

1700 City Plaza Drive, Suite 200

Spring, TX 77389

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: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

LMA9080E

1 August 2023

TEXAS SURPLUS LINES 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.

LMA9079
September 1, 2013

Named Insured: City of Alvin
Account Number: 1173258
Quote Id : 571048
Date/Time: 9/16/2024 09:17 AM
Term: 10/1/2024 - 10/1/2025
Valid Until: 9/24/2024



Quote

To: Justin Purdy
CRC Group Houston TX

Named Insured: City of Alvin

Effective Date: 10/1/2024

Expiration Date: 10/1/2025

Mailing Address: 216 W Sealy Street
Alvin , TX 77511

Valid until: 9/24/2024

IF THIS ACCOUNT INCEPTS DURING HURRICANE SEASON, THIS QUOTE EXPIRES ON 9/24/2024

This Quote is based on the coverage, terms and conditions listed herein, which may be different from those requested in your original submission or shown in your produced binder. It is incumbent upon you to review the terms of this Quote carefully with your insured and reconcile any differences in the terms requested in your original submission or shown in your produced binder. AmRisc, LLC disclaims any responsibility for your failure to reconcile with the insured any differences between the terms shown in this Quote and those terms requested in your original submission or shown in your Certificates of insurance or produced binder.

The Quote is based on the information submitted on the property App-SOV. In the event there is conflicting material information between that information shown on the property App-SOV and other submitted information (Acord forms/etc). the information shown on the property App-SOV shall take precedence.

Named Insured: City of Alvin
Account Number: 1173258
Quote Id : 571048
Date/Time: 9/16/2024 09:17 AM
Term: 10/1/2024 - 10/1/2025
Valid Until: 9/24/2024



Mailing Address: 216 W Sealy Street
Alvin, TX 77511

Values(\$):	Building	66,431,165
	Contents/BPP	8,299,845
	Other	5,030,824
	BI	0

Sum of TIV(\$): 79,761,834

Valuation:	Coinsurance:	N/A
	Limitation, TE:	N/A
	Valuation, PD:	RCV
	Valuation, TE:	ALS

Perils Covered: Wind & Hail Only

Limits of Liability: Limits of Liability: (as per schedule, NOT blanket)

Total Limits of Liability: \$25,000,000 (100.00 %) part of \$25,000,000 excess of "deductible"

Deductibles: (Deductibles are Per Occurrence unless stated otherwise)		
NS Wind/Hail		3.00% minimum \$100,000
AO Wind/Hail		\$100,000
AOP	NOT COVERED	

Named Insured: City of Alvin
Account Number: 1173258
Quote Id : 571048
Date/Time: 9/16/2024 09:17 AM
Term: 10/1/2024 - 10/1/2025
Valid Until: 9/24/2024



Premium(\$):	
Premium:	665,000.00
Subtotal:	665,000.00

Taxes & Fees(\$):	
Producer is responsible for collection/payment of State taxes & related fees	
Inspection Fee:	13,200.00
Program Fee:	13,300.00
Total(\$):	691,500.00

Additional options:	
Additional options listed below are not included in the above premium or tax summary, and additional charges may apply if purchased.	
TRIPRA(\$):	66,500.00

Minimum Earned Premium:	35%
Term Rate (Reference Only):	\$0.834

Named Insured: City of Alvin
Account Number: 1173258
Quote Id : 571048
Date/Time: 9/16/2024 09:17 AM
Term: 10/1/2024 - 10/1/2025
Valid Until: 9/24/2024



Terms and Conditions

Specific Terms and Conditions

Percent deductibles are per occurrence, per Location.

Coverage explicitly excludes all Flood including but not limited to Flood during windstorm events.

Limits are as per Schedule by Building, NOT blanket.

All Buildings with outstanding damage are excluded. Contact underwriter if waiver needed.

Roof coverings to be ACV if originally installed or last fully replaced prior to 2012

Coverage excludes all loss or damage directly or indirectly caused by any Named Storm in existence at time of written request to bind or inception of any new or additional exposure.

Cosmetic Roof Damage Restriction AR CRD applies.

Compass Policy Section II.A. "Covered Causes of Loss" is deleted in its entirety and replaced with the following:

II.A. COVERED CAUSES OF LOSS: This policy insures against all direct physical loss or damage to Covered Property for the perils of Windstorm and Hail Only, except as excluded.

Standard Terms and Conditions

Any Additional or Return premium under \$500 shall be waived, except for new perils or coverages added.

This quote is subject to acceptance both sides with NO COVER GIVEN.

Severe cancellation penalties apply to CAT exposed property.

Warranties

Warrant no losses last 5 years on properties to be covered unless specified in Property Application.

Warrant no expiring markets that are quoted herein unless exception by the underwriter.

Warrant no Exterior Insulation Finish System (EIFS) Construction.

Information due at binding OR within 30 days of inception:

Signed Property Application/SOV (AR APP), Signed Flood Notice, Signed Surplus Lines Statement (Required at binding)

Signed TRIA Disclosure Notice(s)

To comply with regulatory provisions, unless the above requested information is received within 30 days, automatic NOC must be sent contingent upon receipt of information.

Named Insured: City of Alvin
Account Number: 1173258
Quote Id : 571048
Date/Time: 9/16/2024 09:17 AM
Term: 10/1/2024 - 10/1/2025
Valid Until: 9/24/2024

Extensions and Sublimits

Form Type (unless otherwise identified):

Compass

Standard Endorsements

Exclusion of Certified Acts of Terrorism (AR TRIA EXCL)

Standard forms/endts, avail upon req.

Extensions and Sublimits

Program Sublimits

Earth Movement per occ & ann aggr for all Locations combined; subject to:	Not Covered
Earth Movement per occ & ann aggr: CA, AK & HI	Not Covered
Earth Movement per occ & ann aggr: OR & WA	Not Covered
Earth Movement per occ & ann aggr: New Madrid	Not Covered
Flood, per occ & ann aggr for all Locations combined; subject to:	Not Covered
Flood, per occ & ann aggr: Zones A & V	Not Covered
Accounts Receivable	\$1,000,000
Civil or Military Authority, the lesser of	Not Covered
Contingent Time Element; the lesser of	Not Covered
Contractors Equipment; unscheduled: owned, leased, rented or borrowed	\$100,000
Any One Item	\$25,000
Course of Construction	\$250,000
Course of Construction Soft Costs	\$25,000
Debris Removal; the lesser of	25% / \$5,000,000
Electronic Data and Media	\$100,000
Errors or Omissions	\$25,000
Extended Period of Indemnity	Not Covered
Extra Expense	\$100,000
Expediting Expense	\$10,000
Fine Arts	\$250,000
Fire Brigade Charges	\$100,000
Fungus, Molds, Mildew, Spores, Yeast (per occ/ann aggr)	\$15,000
Ingress/Egress	Not Covered
Leasehold Interest	\$100,000
Limited Pollution Coverage (Annual Aggregate)	\$100,000
Lock Replacement	\$25,000
Miscellaneous Unnamed Locations	\$100,000
Newly Acquired Property	60 days max \$1,000,000
Ordinance or Law:	
Coverage A:	Incl in Bldg Limit
Coverage B:	10% per bldg, max \$1.0M per occ
Coverage C:	Included with Coverage B
Coverage D:	Incl in the TE, if cov'd

Coverage E	Included in the Building Limit
Ordinary Payroll	Not Covered
Plants, lawns, trees or shrubs	\$100,000
Any one plant, lawn, tree or shrub	\$25,000
Professional Fees (Annual Aggregate)	\$100,000
Reclaiming, restoring or repairing land improvements	\$10,000
Reward Reimbursement	\$25,000
Royalties	Not Covered
Service Interruption (72 hr qualifying period)	\$100,000
Solar Power Systems	\$25,000
Spoilage	\$25,000
Time Element Monthly Limitation	N/A
Transit	\$100,000
Underground pipes,flues & drains	\$50,000
Valuable Papers and Records	\$1,000,000

Named Insured: City of Alvin
Account Number: 1173258
Quote Id : 571048
Date/Time: 9/16/2024 09:17 AM
Term: 10/1/2024 - 10/1/2025
Valid Until: 9/24/2024



Carrier Participation

<u>Carrier (May change at binding)</u>	<u>AM Best / S&P</u>
Certain Underwriters at Lloyds (Lloyds)	A XV / A+
Indian Harbor Insurance Company (IndianH)	A+ XV / A+
Old Republic Union Insurance Company (ORU)	A+ XV / A+
GeoVera Specialty Insurance Company (GVS)	A VIII/na
MS Transverse Specialty Insurance Company (TSIC)	A VIII/na
National Fire & Marine Insurance Company (NFM)	A++ XV
Spinnaker Specialty Insurance Company (SPI)	A- VIII
Everest Indemnity Insurance Company (EIIC)	A+ XV

Company Ratings stated above reflect our best efforts for updating the information, but may be out of date at the time of this quote or binder. Financial Review is the responsibility of the Insured.

Unless notified otherwise, completion of this form replaces the application, statement of values, hard copy loss runs and formally executed loss letters. This form contains the information submitted to date. The form must be completed, signed and returned for underwriter's review and acceptance within 30 days of inception. Any inaccurate information identified on the returned form is automatically deemed noted and agreed by underwriters upon receipt, so please return as soon as possible.

Named Insured: City of Alvin **Account ID:** 1173258
Mailing Address: 216 W Sealy Street, Alvin, TX 77511

Loc/Bldg No.	Address	City	State	Zip	Building Area (Sq. ft)	% Automatic Sprinklers	Original Year Built	ISO Const. (1 to 6)	No. Of Buildings
	As per schedule on file with Waypoint Wholesale, an AmRisc Company								
Totals:					225,146	9%			82

If you have any questions regarding the type of construction or other information, discuss with your agent prior to signing this application.

Valuation:	RCV	RCV	RCV	ALS	
Coins:	N/A	N/A	N/A	N/A	
Loc/Bldg No.	Building	Contents/BPP	Other	BI	
	As per schedule on file with Waypoint Wholesale, an AmRisc Company				
Totals:	\$66,431,165	\$8,299,845	\$5,030,824	\$0	\$79,761,834

These values often form the basis of the policy's limit of liability. Please review carefully.

List ALL losses caused by requested perils for the prior 5 years that did or may exceed the specified threshold. Please add any losses if not listed. Incomplete loss history is considered material and may void coverage.

Threshold: **\$5,000**

DOL	Description / COL	Incurred	Status (O/C)	DOL	Description / COL	Incurred	Status (O/C)
NO LOSSES 5 YEARS				NO LOSSES 5 YEARS			

Has any policy or coverage been declined, cancelled or non-renewed during the prior 3 years (not applicable in MO.)	No	Has any applicant been convicted of arson in the past 10 years?	No
Is the applicant a S-Chapter Corporation, partnership or any other type of sole proprietor organization?	No	Any bankruptcies or tax credit liens against applicant in prior 5 years?	No
Does the applicant have any reason that they would not be aware of all losses for the prior 5 years?	No	Has net income been negative for 2 of the past 3 years? If so, please attach financials or tax returns for 3 years.	No
If habitational, is there any aluminum distribution wiring?	No		

Explain any Yes answers. If necessary, add additional pages, which are hereby made part of the application.

Warranties: Warrant no losses last 5 years on properties to be covered unless specified in Property Application.
 Warrant no expiring markets that are quoted herein unless exception by the underwriter.
 Warrant no Exterior Insulation Finish System (EIFS) Construction.

List any Discrepancies. Discrepancies received by underwriters prior to a loss shall be deemed noted and agreed by underwriters. However, additional premium may be charged as of the date the information is received by underwriters.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. The Insured further acknowledges the fraud statement above and understands the Policy will contain a Fraud Notice by state. Severe cancellation penalties apply to CAT exposed property - Form is available upon request. Carriers' participation may change prior to binding or throughout the coverage period.

In accordance with insurance rules and regulations, this notice is to inform you that AmRisc, LLC for services rendered may receive compensation in the form of commission paid as a percentage of premiums and fees. Fees are assessed in compliance with applicable state law and are due when coverage is bound. I, the undersigned, have reviewed the terms, conditions, premiums, fees and amount to be charged and find them to be acceptable. By signing below, and in exchange for the coverages to be provided pursuant to the terms and conditions of the applicable insurance policy, I agree to pay the premiums, fees, and other amounts to be charged.

To the best knowledge of the applicant and the producer, the above information is true and complete.

Applicant Printed Name _____ Title _____

Producer Printed Name _____

Applicant Signature _____ Date _____

Producer Signature _____ Date _____

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**INSURED:** City of Alvin**Account ID:** 1173258**LIMITS:** As per the attached Authorization or Indication

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD \$66,500
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Print Name

Date

This notice applies to the following carriers and their respective participation quoted herein:

Certain Underwriters at Lloyds

Indian Harbor Insurance Company

Old Republic Union Insurance Company

GeoVera Specialty Insurance Company

MS Transverse Specialty Insurance Company

National Fire & Marine Insurance Company

Spinnaker Specialty Insurance Company

Everest Indemnity Insurance Company

LMA9184

09 January 2020

Flood Notice

If the policy issued by Waypoint Wholesale, an AmRisc Company excludes Flood, the following shall apply:

Flood Exclusion Acknowledgement

I understand the policy issued by Waypoint Wholesale, an AmRisc Company does NOT provide coverage for loss or damage caused by or resulting from Flood, including any Flood and/or storm surge associated with windstorm events.

I understand that Flood insurance can be purchased elsewhere from a private flood insurer or the National Flood Insurance Program.

It is strongly recommended that Insureds in "Special Flood Hazard Areas" or areas subject to Flood, including Flood and/or storm surge from windstorm events, obtain Flood coverage.

I also understand that execution of this form does NOT relieve me of any obligation that I may have to my mortgagees or lenders to purchase Flood insurance.

If the policy issued by Waypoint Wholesale, an AmRisc Company includes Flood, the following shall apply:

Flood Coverage

I understand the policy issued by Waypoint Wholesale, an AmRisc Company does provide coverage for loss or damage caused by or resulting from Flood, including any Flood and/or storm surge associated with windstorm events.

I understand that loss or damage caused by or resulting from Flood, including any Flood and/or storm surge associated with windstorm events, will be subject to the Flood sublimit stated elsewhere in the policy

I understand that if I do not sign this form that my application for coverage may be denied or that my policy issued by Waypoint Wholesale, an AmRisc Company may be cancelled or non-renewed. I have read and I understand the information above.

Named Insured: City of Alvin

Account No.: 1173258

Policyholder/Applicant's Signature

Print Name

Date

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

Sep 13, 2024

City of Alvin, Ref# 13092344-A
Proposed Effective 10/1/2024 to 10/1/2025

We are pleased to confirm the attached quotation being offered with StarStone 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:	\$125,000.00
Policy Fee	\$500.00
Broker Fee	\$9,375.00
Surplus Lines Tax	\$6,541.44
Stamping Office Fee	\$53.95
 Grand Total:	 \$141,470.39

<u><i>Option to Elect Terrorism Coverage</i></u>
TRIPRA Premium: APPLIES \$5,551.50
Additional Taxes: \$271.47
Total Including TRIA(if elected) \$147,293.36

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 Insurance Services

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, and as necessary maintain proof of declination. 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.

Quote

Date: 9/9/2024

Policy Number: TBD

**Named Insured
and Mailing Address:** City of Alvin
216 W Sealy St,
Alvin, TX 77511

**Producer Name
and Address:** Justin & Ryan Purdy
CRC Insurance Services - Houston, TX
10375 Richmond Avenue
Houston, TX 77042

Issuing Company: StarStone Specialty Insurance Company

Territory: United States of America being the fifty (50) states plus the
District of Columbia

Policy Period: 10/1/2024 to 10/1/2025
(12:01 A.M. Standard Time at the address of the Named Insured as stated herein)

**Description of
Operations:** Municipalityetc.

Total Insured Values: \$79,761,834.00 per schedule on File with the Company

Covered Perils: Wind/Hail Only

Coverage: Real and Personal Property
Business Interruption—Gross Earnings/Extra Expense
And as more fully defined in the policy form

Limit of Liability: \$2,500,000.00(25.00%) part of \$10,000,000.00 per occurrence per the most
recent schedule on file with the Company

Application of Limit: Scheduled

Sublimits:

Stated sublimits are 100% program and Starstone is only responsible for its pro-rata share. The sublimits of liability stated below are the specified limits of liability, per occurrence, unless otherwise indicated.

1. EARTHQUAKE:

- a. \$NOT COVERED Annual Aggregate, for all insured locations, combined; further subject to:
- b. N/A Annual Aggregate, for all insured locations in California
- c. N/A Annual Aggregate, for all insured locations in Alaska
- d. N/A Annual Aggregate, for all insured locations in Hawaii

- e. N/A Annual Aggregate, for all insured locations in Pacific Northwest States
- f. N/A Annual Aggregate, for all insured locations in New Madrid

2. FLOOD:

- a. \$NOT COVERED Annual Aggregate, for all insured Locations, subject to the below, which is part of and not in addition to this limit:
- b. \$NOT COVERED Annual Aggregate as respects Flood for all Locations, combined, wholly or partially within Special Flood Hazard Areas.

3. NAMED STORM:

- a. \$INCLUDED Regardless of the number of coverages, locations, or perils involved including, but not limited to, all wind, wind gusts, tornados, cyclones, hail, or rain, all arising out of a Named Storm, this is the maximum amount that will be paid per occurrence as respects any covered cause of loss.

4. WIND DRIVEN PRECIPITATION:

- a. \$500,000 per occurrence, for all insured locations, combined.

5. **ACCOUNTS RECEIVABLE** \$100,000

6. **BACKUP OF SEWERS AND DRAINS** \$100,000

7. **BUILDERS RISK** \$100,000
Property in the course of construction or renovation, excluding soft costs

8. DEBRIS REMOVAL

Total liability for debris removal per occurrence for all insured locations sustaining a covered cause of loss payable under this policy shall not exceed the lesser of:

- a. 25% of the amount of covered physical loss or damage to covered property (excluding Time Element coverages), payable for all insured locations; or
- b. \$500,000

9. **ELECTRONIC DATA AND MEDIA** \$100,000

10. **ERRORS AND OMISSIONS** \$100,000

11. **FINE ARTS** \$25,000

12. **FIRE BRIGADE CHARGES** \$15,000

13. **FUNGUS, MOLDS, MILDEW, SPORES, YEAST** \$15,000
per Occurrence and Annual Aggregate

14. **LEASED OR RENTED EQUIPMENT** \$25,000
But not to exceed: \$1,000 any one item

15. **LEASEHOLD INTEREST** \$25,000

16.	LIMITED POLLUTION COVERAGE	\$25,000 Annual Aggregate
17.	LOCK REPLACEMENT	\$5,000
18.	MISCELLANEOUS UNNAMED LOCATIONS Subject to all other sublimits contained herein.	\$100,000
19.	NEWLY ACQUIRED PROPERTY In no event will this policy pay more than: Subject to all other sublimits contained herein.	60 days \$250,000
20.	ORDINANCE OR LAW a. Coverage A b. Coverage B c. Coverage C d. Coverage D (if covered)	Included in BUILDING Limit The lesser of \$500,000 or 15% of BUILDING LIMIT per BUILDING The lesser of \$500,000 or 15% of BUILDING LIMIT per BUILDING Included in Time Element
21.	OUTDOOR PROPERTY	\$500,000
22.	PAIRS OR SETS	\$5,000
23.	PERSONAL PROPERTY OF OTHERS	\$10,000
24.	PLANTS, LAWNS, TREES OR SHRUBS Maximum for any one plant, lawn, tree, or shrub	\$50,000 \$1,000
25.	PROFESSIONAL FEES FOR ALL CLAIMS COMBINED Per Occurrence and Annual Aggregate	\$10,000
26.	PROPERTY REMOVED FROM INSURED LOCATIONS	\$10,000
27.	PROTECTION AND PRESERVATION OF PROPERTY	\$100,000
28.	RECLAIMING, RESTORING or REPAIRING LAND IMPROVEMENTS	\$10,000
29.	REWARD REIMBURSEMENT	\$25,000
30.	SIDEWALKS, PAVED SURFACES, ROADWAYS	\$50,000
31.	SPOILAGE	\$5,000
32.	TRANSIT	\$10,000
33.	UNDERGROUND PIPES, FLUES and DRAINS	\$10,000
34.	VALUABLE PAPERS OR RECORDS	\$10,000

Time Element Coverages

35.	ORDINARY PAYROLL	30 days
-----	-------------------------	---------

(Provided values are included in the Time Element values on Statement of Values)

36.	BUILDER'S RISK SOFT COSTS	\$50,000
37.	CONTINGENT TIME ELEMENT The lesser of	30 days or \$100,000
38.	EXTENDED PERIOD OF INDEMNITY	30 days
39.	EXTRA EXPENSE	\$100,000
40.	INGRESS & EGRESS COVERAGE But in no event will this policy pay more than: Subject to a 72-hour qualifying period.	30 days \$100,000
41.	INTERRUPTION BY CIVIL OR MILITARY AUTHORITY restricting access to LOCATIONS But in no event will this policy pay more than: Subject to a 72-hour qualifying period.	30 days \$100,000
42.	RENTAL VALUE	Included
43.	ROYALTIES	\$10,000
44.	SERVICE INTERRUPTION But in no event will this policy pay more than: Subject to a 72-hour qualifying period.	3 weeks \$500,000
45.	TIME ELEMENT MONTHLY LIMITATION Applicable to all Time Element Coverages, except those that have a sublimit in this section.	1/12 monthly

Deductible:

Each claim for loss or damage under this shall be the subject to a per occurrence deductible amount of:

1. N/A Property Damage & Time Element Coverage combined, OR
2. \$100,000 Property Damage; and
3. 72-hour Time Element Coverage – Waiting Period

Unless a specific Deductible shown below applies for the indicated peril(s) or a specific qualifying period is shown in the Additional Coverage Sublimit above.

EARTHQUAKE:

- a. \$N/A per occurrence, except as follows:
- b. N/A% of the TIV at each location involved in the loss or damage arising out of an Earthquake, subject to a minimum deductible of \$N/A per occurrence; as respects locations in: All locations, as per Statement of Values on file with the Company

FLOOD:

- a. N/A per occurrence, except as follows:

- b. As respects locations, wholly or partially within Special Flood Hazard Areas: Maximum available limits with National Flood Insurance Program (NFIP), whether purchased or not plus \$N/A per occurrence.

NAMED STORM:

- a. N/A per occurrence, except as follows:
b. Per CSI-CPE-042-1123 Named Storm Deductible Endorsement, 3.00% of the TIV at each Building involved in the loss or damage arising out of a Named Storm, subject to a minimum Deductible of \$100,000 per Occurrence; as respects Locations in: All Locations, as per Statement of Values on file with the Company.

ALL OTHER WINDSTORM OR HAIL:

- a. \$100,000 per occurrence, except as follows:
b. N/A% of the TIV at each location involved in the loss or damage arising out of Windstorm or Hail, subject to minimum deductible of \$N/A per occurrence; as respects to locations in: All locations, as per Statement of Values on file with the Company
c. N/A% of the TIV at each location involved in the loss or damage arising out of Windstorm or Hail, subject to minimum deductible of \$N/A per occurrence; as respects to locations in: Windstorm or Hail High Hazard Zone 1, as per Statement of Values on file with the Company
d. N/A% of the TIV at each location involved in the loss or damage arising out of Windstorm or Hail, subject to minimum deductible of \$N/A per occurrence; as respects to locations in: Windstorm or Hail High Hazard Zone 2, as per Statement of Values on file with the Company

WIND DRIVEN PRECIPITATION

- a. N/A per occurrence, except as follows:
b. Per CSI-CPE-045-1123 Wind Driven Precipitation Deductible Endorsement, 3.00% of the TIV at each Building involved in the loss or damage arising out of a Named Storm, subject to a minimum Deductible of \$100,000 per Occurrence; as respects Locations in: All Locations, as per Statement of Values on file with the Company.

Premium:	\$125,000.00
TRIA:	\$5,551.50
TOTAL:	\$130,551.50

Co-Insurance: NIL

Additional

Terms and Conditions:

- This quote expires the earlier of the effective date or 30 days from the date of this quote.
- 35% Minimum Earned. Wind Minimum Earned Premium to apply for Tier 1 or 2 locations.
- Premium to be paid within 30 days of inception.
- 90 days' notice of cancellation, except 10 days' notice for non- payment of premium.
- Receipt of signed Terrorism Disclosure Notice required at binding.

- No new business or increased coverage on in-force business will be bound during issued Moratorium.
- New Location(s) added to this Policy may be subject to separate rating and/or may require higher deductibles.
- StarStone reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").
- It is the responsibility of the Broker to collect and pay all Surplus Lines Taxes based on state tax requirements.
- To report a claim, contact the Company at (201) 743-7700 or send an email to: newpropertyclaims@corespecialty.com
- Commission cannot be netted down without written approval from Underwriter prior to binding.

Policy Form: CSI-CPF-500-0622 StarStone Base Named Peril Form

Endorsements: CSI-CPN-201-0324 Cover Page
 Surplus Lines Policyholder Notifications (form number applied at issuance upon confirmation of home state)
 State Policyholder Notification(s) (form number applied at issuance upon confirmation of home state)
 CSI-CPD-101-0622 Policy Declarations
 CSI-CPN-202-0122 Forms and Endorsement Schedule
 CSI-CPN-203-0122 Policy Holder Notification – Fraud Notice
 CSI-CPN-204-0122 Policy Holder Notification - OFAC
 CSI-CPN-205-1123 Notice of Claims Reporting
 SSICPRI- 0822 SSIC Privacy Notice
 CSI-CPE-036-1123 TRIA Acceptance Endorsement
 CSI-CPE-039-1123 TRIA Rejection Endorsement
 CSI-CPE-050-1123 Roof Valuation Endorsement -15 years
 CSI-CPE-058-1123 Property Communicable Disease Exclusion
 CSI-CPE-059-1123 Property Cyber Exclusion Endorsement
 CSI-CPE-042-1123 Named Storm Deductible Endorsement
 CSI-CPE-045-1123 Wind Driven Precipitation Deductible Endorsement

Comments:

•

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019, AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage for a premium of \$Per Quote
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified Acts of terrorism.

Policyholder/Applicant's Signature

Date

Print Name

Policy Number

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

Sep 13, 2024

City of Alvin, Ref# 13092501-A
Proposed Effective 10/1/2024 to 10/1/2025

We are pleased to confirm the attached quotation being offered with Westfield 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:	\$142,500.00
Policy Fee	\$500.00
Broker Fee	\$10,690.00
Surplus Lines Tax	\$7,453.97
Stamping Office Fee	\$61.48
 Grand Total:	 \$161,205.45

<u><i>Option to Elect Terrorism Coverage</i></u>
TRIPRA Premium: APPLIES \$14,000.00
Additional Taxes: \$684.60
Total Including TRIA(if elected) \$175,890.05

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 Insurance Services

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, and as necessary maintain proof of declination. 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.



**Westfield Specialty E&S Property
QUOTE**

Date: 09/10/2024

To:

Justin Purdy
CRC Insurance Services, Inc.
10375 Richmond Avenue
Suite 500
Houston, TX 77042

Insurer:

Westfield Specialty Insurance Company
Non-Admitted

Named Insured:

City of Alvin
216 W Sealy St
Alvin, TX 77511

Policy Period: 10/01/2024 to 10/01/2025
(12:01 AM Standard Time on
both dates at the address of the
Named Insured)

Policy Form:

Primary Follow Property Coverage Form

Policy Number: NA

Primary Form:

Subject to review and approval by Underwriter

Covered Property: Buildings, Business Personal Property, Business Income including Extra Expense

Perils: Wind and Hail Only

Valuation: Replacement Costs as respects Real and Personal Property, Actual Loss Sustained as respects Business Income

Total Insurable Value: \$79,761,834

Limits & Premium

Policy Limit:		\$3,000,000 per occurrence	
Layer Limit:		\$10,000,000 per occurrence	
Attachment Point:		\$0 per occurrence	
Premium:	\$142,500	Minimum Earned:	35%
TRIA:	\$14,000		
Total:	\$156,500		

PREMIUM DOES NOT INCLUDE SURCHARGES, TAXES AND FEES

- *Policy aggregate limits may be more fully defined in primary form.*
- *Program sublimits are included in, and not in addition to the policy limit.*
- *Any attachment is excess of underlying deductibles.*



Forms

Form Number	Form Name
PR 01002 0722	Primary Property Follow Form Declaration
PR 01021 1022	Schedule of Forms and Endorsements
PR 01052 0722	Coverage Form - Primary Follow
PR 01501 1022	Common Terms Endorsement
PR 01502 1022	All Risk Perils Exclusion Endorsement
PR 01503 1022	Earth Movement Exclusion Endorsement
PR 01505 1022	Flood Exclusion Endorsement
PR 01506 1022	Communicable Disease Exclusion Endorsement
PR 01507 1022	Cyber Exclusion Endorsement
PR 01508 1022	Hazardous Material Exclusion Endorsement
PR 01509 1022	Mold, Mildew, Spore or Fungi Exclusion Endorsement
PR 01510 1022	Equipment Breakdown Exclusion Endorsement
PR 01511 0524	Service of Suit Endorsement
PR 01512 1022	Territory Coverage Limitation Endorsement
PR 01514 1022	Occurrence Limit of Insurance (Scheduled) Endorsement
PR 01520 1022	Minimum Earned Premium Endorsement
PR 01522 1022	Special Catastrophe Earned Premium Provision Endorsement - Cancellation Only
PR 01523 1022	Pre-existing Damage Exclusion
PR 01951 1022	Fraud Statements
PR 01952 1022	Surplus Lines Notice
PR 01953 1022	OFAC Advisory Notice to Policyholders
PR 01999 1022	Westfield Signature Page
PR 01805 1022	Texas Amendatory Endorsement - Cancellation and Non-Renewal
WSP 70026 0424	Texas Important Notice For Policyholders - Information and Complaints



WESTFIELD®

Subjectivities

Item	Subjectivity
1	Prior to binding acceptance or rejection of TRIA must be communicated in writing.
2	Signed surplus lines form at time of binding coverage.
3	Receipt of final underlying wordings prior to binding coverage.
4	The quoted line must be bound in full unless written confirmation from underwriter is confirmed prior to binding.
5	We will follow Core lead policy

Conditions

Item	Condition
1	The quoted line must be bound in full unless written confirmation from underwriter is confirmed prior to binding.
2	Authorship Clause/ Waiver of Company Conditions will not be accepted.
3	We will not accept Authorship and Full Waiver clauses in manuscript forms.
4	Direct Physical Loss.
5	Territory Limitation Endorsement limiting covered territory to the 50 United States of America and the District of Columbia.
6	60 Day Notice of Cancellation/10 Days for Non-Payment of Premium.
7	Pre-Existing Property Damage Exclusion Applies.
8	Final Primary Policy must be approved.
9	We reserve our right to amend our policy based on a full review of the underlying policy's terms and conditions.



Terms and Conditions:

This proposal is strictly conditioned upon no material change in the risk occurring between the date of the proposal letter and the inception date of the proposed policy (including any claim or notice of circumstances which may be reasonably expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal, replacement or excess of). In the event of such change in risk the Insurer may, at its sole discretion, modify and/or withdraw proposal.

In order to complete the underwriting process, please forward us any additional information requested above. We are not required to bind coverage prior to our receipt, review and written underwriting acceptance of the above information. If we do however bind coverage prior to such approval, the terms and conditions as provided above could be amended until such receipt and acceptance.

Quote Expiration: 10/01/2024

Richard O'Neill
404-444-6617
richardo'neill@westfieldgrp.com



One Park Circle | P.O. Box 5001 | Westfield Center, OH 44251-5001
Westfieldinsurance.com | 800.243.0210

All binders are subject to completed applications, conditions, and underwriting approval. If there are differences in the coverages shown in this proposal and those of the actual policy issued, the policy terms, conditions, limitations and exclusions will prevail. The premiums quoted may change at policy issuance. For more information on coverages and limits, please contact your broker or agent. Westfield Specialty reserves the right to change any of the terms and conditions or the availability of products and services. Products and services may not be available in all states.

Endorsement Number:	Policy Number: NA
Issued To: City of Alvin	Policy Period: 10/01/2024 to 10/01/2025
Issued By: Westfield Specialty Insurance Company	Effective Date of Endorsement:

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE ELECTION**

You are hereby notified that under the Terrorism Risk Insurance Act (the “Act”), as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE
Please “X” one of the boxes below and return this notice to the Insurer.

	I hereby elect to purchase terrorism coverage for a prospective premium of \$14,000.
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. Accordingly, I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant’s Signature

Date

Print Name

Policy Number

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

Sep 13, 2024

City of Alvin, Ref# 12591893-A
Proposed Effective 10/1/2024 to 10/1/2025

We are pleased to confirm the attached quotation being offered with Navigators 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:	\$125,000.00
Policy Fee	\$500.00
Broker Fee	\$9,375.00
Surplus Lines Tax	\$6,541.44
Stamping Office Fee	\$53.95
 Grand Total:	 \$141,470.39

<u><i>Option to Elect Terrorism Coverage</i></u>
--

TRIPRA Premium: APPLIES \$6,250.00
Additional Taxes: \$305.62
Total Including TRIA(if elected) \$148,026.01

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 Insurance Services

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, and as necessary maintain proof of declination. 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.



Date: September 10, 2024

To: Justin Purdy
CRC INSURANCE SERVICES LLC
10375 Richmond Ave, Suite 500
Houston, TX 77042
(713) 425-8698
Via Email: jpurdy@crcins.com

U.S. Property Revised Renewal Quotation

Dear Justin,

Thank you for the opportunity to offer a Navigators Property Revised Renewal Quotation for City of Alvin. Our Revised Renewal Quotation is as follows:

Named Insured: City of Alvin
216 West Sealy Street
Alvin, TX 77511

Issuing Company: Navigators Specialty Insurance Company
One Penn Plaza, 50th Floor
New York, NY 10119
Issuing Paper – Excess and Surplus Lines Non-Admitted paper
Navigators Specialty Insurance Company Rated 'A+' (Superior) by A.M. Best

Renewal Of: BO23LCMZ0EPFDIC

Policy Term: October 1, 2024 - October 1, 2025
12:01 AM Local Standard Time

Covered Property: As per schedule and values on file with the Company received: August 22, 2024

Policy Forms: Per attached schedule of **Applicable Policy Forms**

Coverages:	Buildings and Business Personal Property
Perils Insured:	Non-Named Storm Wind and Hail and Named Storm Except the following are NOT COVERED: • All Risks of Direct Physical Loss or Damage • Earthquake • Flood • Equipment Breakdown
Limits of Liability:	Stated Amount per each Unit of Insurance as per the Statement of Values on file, not to exceed: \$2,500,000 (being 25%) Part of \$10,000,000 Per Occurrence excess Deductible(s) in Each Occurrence
Sublimits:	As per Primary Policy to which this attaches
Total Insured Value:	\$79,761,834
Deductible(s):	As per Primary Policy to which this attaches
Valuation:	As per Primary Policy to which this attaches
Coinsurance:	As per Primary Policy to which this attaches
Special Conditions:	The quote is subject to no deterioration of loss experience prior to binding. If loss history deteriorates, our quoted terms and conditions are subject to amendment. Receipt of lead Primary carrier quote before binding coverage. Navigators Specialty Insurance Company will be following the terms and conditions of expiring Endurance America Specialty Insurance Company Policy No. ESP30045444500. If terms & conditions change, our quote is subject to amendment. Premium/Commission/Capacity Adjustment: submit for prior approval. A copy of the issued Primary/Underlying Policy must be received prior to issuing our policy. A copy of the Primary/Underlying Policy must be received within 60 days of the policy inception date. Coverage may not be bound without confirmation in writing from Navigators Specialty Insurance Company.

Premium Details:	
Policy Term Premium: <i>Excluding TRIA and Equipment Breakdown Charge</i>	\$125,000 Navigators Share 25% of \$500,000
Equipment Breakdown Premium:	NOT OFFERED
TRIA Premium:	\$6,250 Navigators Share 25% of \$25,000
Total Premium:	\$131,250 Navigators Share 25% of \$525,000
Inspection Fee:	\$
Minimum Earned Premium:	35%
Terrorism Insurance Coverage: The Terrorism Risk Insurance Program Reauthorization Act of 2007 as amended in 2015 requires insurance companies to offer limited terrorism coverage. The premium presented in this Revised Renewal Quotation does not include this coverage. The insured may elect to accept this coverage by signing the attached election form and returning it to us with the bind request. If the form is not received then we will assume terrorism coverage is rejected.	
Since coverage is being written on a non-admitted basis, we are reminding you that it is your sole responsibility to collect and pay all applicable surplus lines taxes and/or stamping fees in accordance with applicable state regulations. Pursuant to the Nonadmitted and Reinsurance Reform Act of 2010, we have determined that the insured's Home State is Texas. If you believe this to be an error, please advise as soon as possible and prior to binding.	
Your office is responsible for collection and payment of Surplus Lines taxes and filings. Disclosure: The insurance referenced herein is offered on a surplus lines basis. The insurance company listed on page 1 of this document is not licensed in the state in which the policy will be delivered, but is an approved non-admitted insurer. Accordingly, there may not be any protection to the insured(s) under the state Insurance Guarantee Fund or Insurer Insolvency Fund, if applicable. Please consult your insurance broker with any questions on surplus lines coverage, non-admitted insurance, and/or state insurance guarantee or insolvency funds.	

Policy Forms and Endorsement Schedule List:

The coverage descriptions provided herein are a brief synopsis of the coverage being afforded. Please refer to the actual policy and endorsements for coverage specifics.

Form Title	Form Number
Coverage Territory	NAV-PR-0570 (09/21)
Claim Reporting Procedures	NAV-PHN-200 (04/17)
Texas Policyholder Notice	NSIC TX NOTICE (07/23)
OFAC Endorsement	NAV-ML-002 (11/12)
Commercial Property Policy Declarations	NAV-PR-DEC (07/18)
Signature Page	NSIC-SIG-001 (01/18)
Schedule Of Applicable Forms	NAV-PR-SCHD (03/16)
Common Policy Conditions	IL 00 17 11 98
Common Policy Conditions Form Changes	NAV-PR-0025 (03/16)
CURRENCY AND LOSS PAYMENT ENDORSEMENT	NAV-PR-0592 (08/23)
Commercial Property Co-Insuring Form	NAV-PR-0577 (11/22)
Cyber Incident Exclusion	NAV-PR-0581 (11/22)
EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA	NAV-PR-0501 (11/22)
EQUIPMENT BREAKDOWN/MECHANICAL BREAKDOWN/BOILER & MACHINERY EXCLUSION ENDORSEMENT	NAV-PR-0060 (04/23)
Service of Suit	NAV-ML-010 (10/20)
Asbestos Material Removal Limitation	NAV-PR-0026 03 16
Exterior Insulating And Finishing Systems (EIFS) Exclusion	NAV-PR-0044 06 17
All Flood And Earth Movement Exclusion Endorsement	NAV-PR-0062 12 17
Fungus, Wet Rot, Dry Rot, And Bacteria Exclusion And Limited Additional Coverage	NAV-PR-0004 03 16
Pre-Existing Damage Exclusion Endorsement	NAV-PR-0028 03 16
Earned Premium - Coastal Property Endorsement	NAV-PR-0007 (10/20)
Electronic Data Endorsement	NAV-PR-0005 03 16
Loss Adjustment Endorsement	NAV-PR-0011 03 16
Nuclear, Biological, Chemical, Or Radiological; Terrorism Exclusion	NAV-PR-0006 03 16

Form Title	Form Number
Seepage and/or Pollution and/or Contamination Exclusion	NAV-PR-0009 (10/20)
Minimum Earned Premium Clause - Percentage	NAV-PR-0008 03 16
Adjuster's Endorsement	NAV-PR-0068 (06/18)
Disclosure Pursuant to TRIA - and Option to Accept	HG00H16300 (07/22)
Notice of Terrorism Offer with Option to Accept	HG00H16000 (11/22)
Policyholder Disclosure Notice of Terrorism Insurance Coverage	NAV-ML-TERRD (01/15)

Subjectivities:

This Revised Renewal Quotation is subject to the receipt, review, and acceptance of the following information:

A copy of the primary controlling policy carrier's binder must be received by this office within five business days following the binding effective date otherwise all coverage under this policy is null and void back to the inception date. A full copy of the final controlling policy is required for this policy's issuance. All coverage is subject to review and approval of the final form. Coverage will not apply under this policy for cyber coverage, communicable disease, and potentially other coverages the final form may provide. Loss Adjustment Expenses covered in the form will not include fees from Public Adjusters or insurance agents or brokers.

All coverage is subject to a satisfactory loss control inspection conducted by Navigators Management Company and compliance with any recommendations. Please provide the following inspection contact information within the next 5 days:

Name

Address

Email

Phone Number

Additional Conditions:

This Revised Renewal Quotation is valid until October 1, 2024 or the effective date, whichever comes first.

The terms and conditions of this Revised Renewal Quotation may differ from specifications originally requested. Please call if you have any questions.

No insurer shall be deemed to provide cover and no 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 insurer to any sanction, prohibition or restriction under the trade or economic sanctions, laws or regulations of the United States of America.

The United States of America trade or economic sanctions, laws or regulations shall include, but not be limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets

Control (OFAC).

In the event that any such laws or prohibitions would apply, this Revised Renewal Quotation is void ab initio.

Navigators Specialty Insurance Company does not accept, review, reject or approve certificates of insurance. Any requests for amendments to coverage must be made in writing to Navigators Specialty Insurance Company. We will not amend policy conditions prior to the date of written request.

This Revised Renewal Quotation is being issued by a carrier not licensed to do business in the state where the insured is domiciled. Your office must have a valid E&S license and will be responsible for the collection and remittance of any applicable taxes and fees as well as the filing of all required affidavits.

We have relied on you, acting as broker for the prospective insured, and the information in your submission in furnishing this Revised Renewal Quotation, to you. Furthermore, you have disclosed all material facts or changes, if any, concerning this risk.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE TERRITORY

This endorsement modifies insurance provided by the policy:

The coverage territory is the United States of America, limited to the 50 states and District of Columbia (excluding US territories and possessions and all other countries).

All other terms and conditions of this policy remain unchanged.

Specimen

Policyholder Notice

CLAIM REPORTING PROCEDURES

Conditions of the policy require that in the event of a claim, you notify us as soon as practicable. All claim notifications are to be reported by electronic mail to newloss@thehartford.com.

In the alternative, claim notices may also be:

- Mailed to:

Navigators Management Co., Inc.
Claims Division
One Hartford Plaza
Hartford, CT 06155

- Or faxed to 847-285-9003
- Or telephone 855-444-4796

All claims notifications must be accompanied by an ACORD loss form and should contain current contact information for the insured and claimant(s) as well as a detailed description of the loss.

If the insured files a claim with the agent, it is the agent's responsibility to forward the claim to the Hartford Office.

Policyholder Notice



IMPORTANT NOTICE

Need Information, have a complaint, or need help?

If you need information, have a problem with a claim, or your premium, contact your agent who is listed on the Declarations/Information Page of your policy, or on your binder or certificate of insurance 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 with your agent or Navigators Specialty Insurance Company. If you don't, you may lose your right to appeal.

To obtain information or make a complaint, you may call Navigators Specialty Insurance Company's toll-free telephone number at:

1-877-313-2195

You may also write to Navigators Specialty Insurance Company at:

Navigators Specialty Insurance Company
One Penn Plaza, 50th Floor
New York, NY 10119
LawCustomerRelations@thehartford.com

The Texas Department of Insurance

To get help with an insurance question, learn about your rights, 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: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

PO Box 12030, Austin, TX 78711-2030

To compare policies and prices

Visit **HelpInsure.com** to compare prices and coverages on home and auto insurance policies. The website is a service of the Texas Department of Insurance and the Office of Public Insurance Counsel.

Donde puede obtener información o presentar una queja

Si tiene una pregunta o un problema con una reclamación o con su prima de seguro, comuníquese primero con su compañía de seguros. Usted también puede obtener información o presentar una queja ante el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés).

Navigators Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Teléfono gratuito: 1-877-313-2195

Correo electrónico: LawCustomerRelations@thehartford.com

Dirección postal: One Penn Plaza, 50th Floor, New York, NY 10119

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros, para conocer sus derechos o para presentar una queja ante el estado:

Llame: 1-800-252-3439 En línea: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance,
PO Box 12030, Austin, TX 78711-2030

Para comparar pólizas y precios

Visite **HelpInsure.com** para comparar precios y coberturas en pólizas de seguro para el hogar y automóvil. El sitio web es un servicio del Departamento de Seguros de Texas y de la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel, por su nombre en inglés).

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the policy.

OFAC ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

U.S. ECONOMIC AND TRADE SANCTIONS LIMITATIONS CLAUSE

No insurer shall be deemed to provide cover and no 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 insurer to any sanction, prohibition or restriction under the trade or economic sanctions, laws or regulations of the United States of America.

The United States of America trade or economic sanctions, laws or regulations shall include, but not be limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).

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

SCHEDULE OF APPLICABLE FORMS

Form Title	Number
Coverage Territory	NAV-PR-0570 (09/21)
Claim Reporting Procedures	NAV-PHN-200 (04/17)
Texas Policyholder Notice	NSIC TX NOTICE (07/23)
OFAC Endorsement	NAV-ML-002 (11/12)
Commercial Property Policy Declarations	NAV-PR-DEC (07/18)
Signature Page	NSIC-SIG-001 (01/18)
Schedule Of Applicable Forms	NAV-PR-SCHD (03/16)
Common Policy Conditions	IL 00 17 11 98
Common Policy Conditions Form Changes	NAV-PR-0025 (03/16)
CURRENCY AND LOSS PAYMENT ENDORSEMENT	NAV-PR-0592 (08/23)
Commercial Property Co-Insuring Form	NAV-PR-0577 (11/22)
Cyber Incident Exclusion	NAV-PR-0581 (11/22)
EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA	NAV-PR-0501 (11/22)
EQUIPMENT BREAKDOWN/MECHANICAL	
BREAKDOWN/BOILER & MACHINERY EXCLUSION	
ENDORSEMENT	NAV-PR-0060 (04/23)
Service of Suit	NAV-ML-010 (10/20)
Asbestos Material Removal Limitation	NAV-PR-0026 03 16
Exterior Insulating And Finishing Systems (EIFS)	
Exclusion	NAV-PR-0044 06 17
All Flood And Earth Movement Exclusion	
Endorsement	NAV-PR-0062 12 17
Fungus, Wet Rot, Dry Rot, And Bacteria Exclusion	
And Limited Additional Coverage	NAV-PR-0004 03 16
Pre-Existing Damage Exclusion Endorsement	NAV-PR-0028 03 16
Earned Premium - Coastal Property Endorsement	NAV-PR-0007 (10/20)
Electronic Data Endorsement	NAV-PR-0005 03 16
Loss Adjustment Endorsement	NAV-PR-0011 03 16
Nuclear, Biological, Chemical, Or Radiological;	
Terrorism Exclusion	NAV-PR-0006 03 16
Seepage and/or Pollution and/or Contamination	
Exclusion	NAV-PR-0009 (10/20)
Minimum Earned Premium Clause - Percentage	NAV-PR-0008 03 16
Adjuster's Endorsement	NAV-PR-0068 (06/18)
Disclosure Pursuant to TRIA - and Option to	
Accept	HG00H16300 (07/22)
Notice of Terrorism Offer with Option to Accept	HG00H16000 (11/22)
Policyholder Disclosure Notice of Terrorism	
Insurance Coverage	NAV-ML-TERRD (01/15)

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 at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. 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.
6. 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. This policy's terms 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.

- 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.

COMMON POLICY CONDITIONS FORM CHANGES

This endorsement modifies the policy. Please read it carefully

It is hereby agreed and understood, coverage is amended as follows:

Form IL 00 17 11 98, Common Policy Conditions, paragraph A.2.b. "Cancellation", is amended to read as follows:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of the Form IL 00 17 11 98, Common Policy Conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CURRENCY AND LOSS PAYMENT ENDORSEMENT

This endorsement modifies insurance provided by the policy to include **Currency and Loss Payment** as follows:

1. All amounts indicated in this Policy, including premiums, limits of insurance, and deductibles, are in the currency of the United States of America.
2. We will make payments under this policy in the currency of the United States of America, unless we, in our discretion, elect to pay in a different currency.
3. If a loss evaluation or adjustment requires a currency conversion, the conversion will be based upon the exchange rate published in the Wall Street Journal on the date of the loss settlement or the date of judgment of a covered damages award; provided that for payments agreed to be made at future times, such as for costs of repair or replacement or other covered future expenses or benefit payments, the conversion will be based on the date of those future payment(s). For any payments made prior to a settlement or judgment, the conversion will be based on the date of such payment(s). Should this policy cover loss of income/business interruption, the conversion shall be at the exchange rate in effect at the end of each 30-day period of interruption (or part thereof).
4. Any such conversion shall not serve to increase any applicable limit of coverage, which is stated in the currency of the United States of America.

All other terms and conditions remain unchanged.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL PROPERTY PRIMARY CO-INSURING FORM

THESE POLICY CONDITIONS, TOGETHER WITH THE APPLICATION, DECLARATIONS PAGE(S), COVERAGE FORM(S) AND ANY ENDORSEMENT(S) COMPLETE THE POLICY. IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS, CONDITIONS, LIMITATIONS, DEFINITIONS AND EXCLUSIONS OF THE POLICY, WE AGREE TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and what 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 are defined in Section **E. DEFINITIONS** below.

A. INSURING AGREEMENT

1. Except as otherwise provided herein, this Policy follows the terms, conditions, limitations, definitions and exclusions contained in the “Controlling Other Carrier Policy,” but only for direct physical loss or damage to the Property or Interest caused by or resulting from a Covered Cause of Loss as defined in the “Controlling Other Carrier Policy” at the Scheduled Location(s) listed in the Declarations, subject to the Limit(s) stated in the Declarations, and as otherwise provided herein or by endorsement to this Policy. If, however, other carriers are participating in a layer of insurance with us and with the carrier issuing the “Controlling Other Carrier Policy,” then in no event shall this policy grant broader coverage than is provided by the most restrictive such policy in the layer of insurance.
2. If any alteration is made to the terms of the “Controlling Other Carrier Policy”, then notice of such alteration must be provided to us, and such alteration will not apply to this Policy unless (a) agreed to by us in writing and (b) all other participating carriers in a layer of insurance are also providing coverage in accordance with such alteration.
3. Notwithstanding any terms of the “Controlling Other Carrier Policy” that may be construed to the contrary, the insurance provided by this Policy shall always be separate from the “Controlling Other Carrier Policy” and all other carriers participating in a layer of insurance, regardless of the collectability, in whole or in part, of any amounts for any reason, including, but not limited to, the financial impairment or insolvency of any other such insurer.

B. EXCLUSIONS

In addition to any exclusion made part of the Controlling Other Carrier Policy or any policies participating in the same layer of insurance in full force and effect during the term of this Policy, the following exclusion apply,

We will not pay for:

1. Any cause of loss not insured in the "Controlling Other Carrier Policy."
2. Any cause of loss or type of property excluded in this Policy, including, but not limited to:
 - a. 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 or damage):

- (1) Discharge, dispersal, seepage, migration, release or escape of "Pollutants and Contaminants".

But if direct physical damage to Covered Property by a "Specified Cause of Loss" results, we will pay for the resulting loss or damage caused by that "Specified Cause of Loss".

This Exclusion does not apply if the discharge, dispersal, seepage, migration, release or escape is itself caused by a "Specified Cause of Loss".

- (2) Asbestos or any materials containing asbestos in whatever form or quantity.

- (3) War, including undeclared war.

Hostile or warlike action, in time of peace or war, including action in hindering, combating or defending against an actual or expected attack by any of the following:

- (a) Government or sovereign power (including quasi and de facto forms), or by any authority maintaining or using military, naval or air forces;
 - (b) Military, naval or air forces; or
 - (c) An agent of any such government, power, authority, or forces.

Invasion, insurrection, rebellion, revolution, civil war, usurped power, including action in hindering, combating, or defending against any such actual or expected event by any government, power, authority, forces or agents described in **B.2.a. (3)(a)** through **B.2.a. (3)(c)** above.

- (4) Domestic or international terrorism, whether or not a "Certified Act of Terrorism", unless coverage is elected or and separately endorsed onto this Policy.

- (5) Nuclear reaction, nuclear radiation, or radioactive contamination, however caused, whether intentional or unintentional. This includes, but is not limited to, the release, dispersal or application of radioactive material, or the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination or radioactive force.

When state standard fire policy law requires that we cover any resulting fire damage, we will pay only for the resulting damage caused by that resulting fire. We will pay only the Actual Cash Value for the damaged property. Therefore, we will not pay for any indirect or related loss(es), such as business income, extra expenses, legal liability, or leasehold interest loss(es).

Exclusions **B.2.a. (1)** through **B.2.a. (5)** apply whether or not the loss event results in widespread damage or affects a substantial area.

- b. Loss or damage caused by or resulting from mechanical breakdown, including rupture or bursting caused by centrifugal force.

- c. Loss or damage caused by any computer security incident or cyber incident (as such terms are defined by National Institute of Standards and Technology in its most current publication as of the date of any “occurrence”).

C. LIMIT(S) OF LIABILITY

The most we will pay for all loss or damage resulting from a Covered Cause of Loss in any one “occurrence” is the Limit of Liability (which is expressed as a Percentage Share) shown in the Declarations.

If the “Controlling Other Carrier Policy” contains one or more Annual Aggregate Limits of Insurance, the most we will pay in any one “Policy Term” is our Percentage Share of the Annual Aggregate Limit(s) shown in the Declarations.

If the “Controlling Other Carrier Policy” contains one or more sub-limits of Insurance, the most we will pay in any one “Occurrence” is our Percentage Share of those sub-limits of Insurance. Our percentage share of any sub-limits is part of, and not in addition to, our percentage share of the Limit of Liability.

D. ADDITIONAL CONDITIONS

The following Additional Conditions are added.

1. Application of Payments and Recoveries

All salvages, recoveries of payments recovered or received subsequent to a settlement under this Policy, shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between you and us, provided that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the amount of your loss has been finally ascertained.

2. Maintenance of Policies

- a. If you fail to maintain the “Controlling Other Carrier Policy” or other policies participating in the same layer of insurance in full force and effect during the term of this Policy, our limit(s) of liability shall apply in the same manner as if such policies were in full force and effect. We will, at all times, be severally liable for our own percentage of each covered loss, subject to our Limit of Liability.
- b. If the “Controlling Other Carrier Policy” or other policies participating in the same layer of insurance is cancelled for any reason during the “Policy Term”, coverage under this Policy shall also be contemporaneously canceled unless you give us notice of such cancellation and we agree that our limit(s) of liability shall apply in the same manner as if such policy(ies) was in full force and effect.

3. Uncollectibility

- a. The insurance provided by this Policy shall always be a percentage share of the Limit of Liability, whether or not you can collect (in whole or in part) from the “Controlling Other Carrier Policy” or others, for any reason, but not limited to, the financial impairment or insolvency of any insurer.
- b. Your inability to collect (in whole or in part) from other insurance, whether because of financial impairment or insolvency of the “Controlling Other Carrier Policy” or others, or for any other reason, is entirely retained by you and is not in any way or under any circumstances covered or assumed by us.

4. Notification of Claims/Cancellations

Upon knowledge of any "Occurrence" likely to give rise to a claim hereunder, or upon notice from any carrier (including, without limitation, the Controlling Other Carrier) that a policy participating in layer of insurance may be canceled, you shall give immediate notice to us thereof.

5. Other Insurance

If other insurance is available to you covering loss or damage covered under this Policy (other than a policy that is written either specifically to apply in excess of this Policy or shares a layer with this Policy), the insurance provided by this Policy shall apply as excess of and shall not contribute with such other insurance.

6. Loss Payment

It is specifically agreed that in the event of loss or damage covered by this Policy, we will pay you, subject to the terms and conditions of this policy, provided the "Controlling Other Carrier Policy" insurer has paid or has agreed to apply the total amount of its coverage.

7. Participating Carriers

If indicated on the Declarations or by endorsement, this policy is part of a participation arrangement between Controlling Other Carrier Policy and other policies participating in the same layer of insurance. The liability of each carrier is several, not joint.

E. DEFINITIONS

1. **"Certified Acts of Terrorism"** means an act that is certified by the Secretary of the Treasury in accordance with the provisions of the federal Terrorism Risk Insurance Act, as amended (TRIA), to be an act of terrorism under TRIA. The criteria contained in TRIA for a certified act of terrorism include the following:

- a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
- b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
- c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

2. **"Controlling Other Carrier Policy"** means the policy stated in the Declarations and designated as the "Controlling Other Carrier Policy". The "Controlling Other Carrier Policy" provides, in combination with the terms, coverages and endorsement contained herein, the entirety of coverage, including all deductibles or self-insured retentions. The coverage in this Policy is subject to the same terms, conditions, warranties, limitations, and definitions as the "Controlling Other Carrier Policy" except for our Percentage Share.

3. **"Occurrence"** means all losses that are attributable directly or indirectly to one cause, event, incident or repeated exposure to the same cause, event or incident, or to one series of similar causes, events, incidents or repeated exposures to the same cause, event or incident, first occurring during the "Policy Term". All such losses and the total amount of such losses will be

treated as one "Occurrence" irrespective of the period of time or area over which such losses occur, unless a specific period of time is otherwise set forth herein.

4. **"Policy Term"** means the period of time stated in the Declarations that:
 - a. Begins with the Effective Date of this Policy; and
 - b. Ends at the Expiration Date of this Policy.
5. **"Pollutants and Contaminants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemical and waste, or any other material which causes or threatens to cause physical loss, damage, impurity to property, unwholesomeness, undesirability, loss of marketability, loss of use of property or which threatens human health or welfare.
6. **"Specified Cause of Loss"** means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; "Sinkhole Collapse"; "Volcanic Action"; falling objects; weight of snow, ice or sleet; water damage, "Sprinkler Leakage"; "Theft"; or "Building Glass" breakage.
 - a. **"Building Glass"** means glass that is part of the building or structure, including glass building blocks, skylights, glass doors and windows and their encasement frames, alarm tape, lettering and ornamentation. This does not include art glass, half tone screens, lenses, memorial windows, mosaic art, rotogravure screens or any stained glass.
 - b. **"Sinkhole Collapse"** means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or similar rock formations. This cause of loss does not include the cost of filling sinkholes or the sinking or collapse of land into man made underground cavities.
 - c. **"Sprinkler Leakage"** means a leakage or discharge of a substance (except halon) from an Automatic Fire Extinguishing System, including collapse of a tank that is part of the system.
 - d. **"Theft"** by any method including but not limited to "theft" by electronic means, burglary, robbery, larceny, conversion, extortion or voluntary parting of property for any reason.
 - e. **"Volcanic Action"** means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
 - (1) Airborne volcanic blast or airborne shock waves;
 - (2) Ash, dust or particulate matter; or
 - (3) Lava flow.All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence. Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical damage to property.
 - f. Falling objects, as used in this definition, does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall or the building structure is first damaged by a falling object.
 - g. Water damage, as used in this definition, means:
 - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance

(other than a sump system including its related equipment and parts), that is located on the Insured Premises and contains water or steam; and

- (2)** Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the Insured Premises and is connected to or is part of a municipal potable water supply system or municipal sanitary sewer system.

The following does not mean Water Damage:

- (a)** Loss or damage caused by or resulting from an event meeting the definition of Flood.
- (b)** Discharge or leakage from: (1) An Automatic Fire Extinguishing System; or (2) A sump or related equipment and parts, including overflow due to sump pump failure or excessive volume of water.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY PRIMARY CO-INSURING COVERAGE FORM
PROPERTY SPECIFIED PERIL FORM
PROPERTY – EXCESS COVERAGE FORM

A. The following exclusion is added to the Policy Exclusions:

We will not pay for loss or damage caused directly or indirectly by 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.

Cyber Incident

- (1) Unauthorized access to or use of any computer system (including electronic data).
- (2) Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
- (3) Denial of service attack which disrupts, prevents, or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

B. Exceptions And Limitations

1. Fire Or Explosion

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

2. Electronic Commerce Endorsement

The exclusion in Paragraph **A.** does not apply to the Electronic Commerce (E-Commerce) endorsement when attached to the Policy.

C. Vandalism

The following is added to Vandalism, if Vandalism coverage is not otherwise excluded under the Coverage Form made part of this Policy and if applicable to the premises described in the Declarations:

Vandalism does not include a cyber incident as described in Paragraph **A.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
SPECIFIED PERIL POLICY – COVERAGE FORM AND ENDORSEMENTS
COMMERCIAL PROPERTY PRIMARY CO-INSURING FORM
PROPERTY – EXCESS COVERAGE FORM

A. The exclusion set forth in Paragraph B. applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property, causes of loss and forms or endorsements that cover business income, extra expense or action of civil authority.

B. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.

C. With respect to any loss or damage subject to

the exclusion in Paragraph B., such exclusion supersedes any exclusion relating to "pollutants".

D. The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:

1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
2. Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria including any endorsement increasing the scope or amount of coverage.

E. The terms of the exclusion in Paragraph B., or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

Contains copyrighted material of the Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EQUIPMENT BREAKDOWN/MECHANICAL BREAKDOWN/BOILER & MACHINERY
EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

I. We will not pay for loss or damage caused directly or indirectly by any of the following:

- A. Artificially generated electrical, magnetic, or electromagnetic energy that damages, disturbs, disrupts, or otherwise interferes with any:
 - 1. Electrical or electronic wire, device, appliance, system, or network; or
 - 2. Device, appliance, system, or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic, or electromagnetic energy includes but is not limited to:

- a. Electrical current, including arcing;
 - b. Electrical charge produced or conducted by a magnetic or electromagnetic field;
 - c. Pulse of electromagnetic energy; or
 - d. Electromagnetic waves or microwaves.
- B. Mechanical breakdown, including rupture or bursting caused by centrifugal force and including elevator collision.
- C. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from 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.

II. We will not pay for loss of or damage to property, as described and limited as follows. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited below:

- A. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an 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.

- B. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

All such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in sequence to the loss.

All other terms and conditions of this policy remain unchanged.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

THE FOLLOWING CONDITION IS ADDED TO YOUR POLICY:

SERVICE OF SUIT

In the event of our failure to pay any amount claimed to be due under your policy, we at your request, agree to submit to the jurisdiction of a court of competent jurisdiction with the united states and will comply with all requirements necessary to give such court jurisdiction, and all matters arising hereunder shall be determined in accordance with the law and practice of such court. However, we specifically reserve the right to remove any suit brought under this policy to a federal court of the United States.

Service of process in such suit may be made upon the highest one in authority bearing the title commissioner, director, or superintendent of insurance of the state or commonwealth where the insurance was exported/procured, and in any suit instituted against us upon this contract, we will abide by the final decision of such court or any appellate court in the event of an appeal.

The one in authority bearing the title commissioner, director, or superintendent of insurance of the state or commonwealth where the insurance was exported/procured is hereby authorized and directed to accept service of process on our behalf in any such suit, and/or upon your request, to give a written undertaking to you that they will enter a general appearance on our behalf in the event such a suit is instituted.

We hereby appoint the following as duly authorized agent, to which a copy of the service of process should be forwarded by the commissioner for delivery to us.

For policies issued by navigator's insurance company and navigator's specialty insurance company:

General Counsel
Law Department
The Hartford
One Hartford Plaza
Hartford, Ct 06155

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ASBESTOS MATERIAL REMOVAL LIMITATION

ASBESTOS MATERIAL REMOVAL LIMITATION:

This Policy does not insure against loss, damage, cost or expense to remove, or replace asbestos materials unless such materials are themselves damaged by an Insured peril. Notwithstanding that competent government authority may declare all or parts of the insured premises unfit for occupancy without removal or modifications to asbestos materials, the Company's liability is limited to the proportion represented by the cost to repair the damaged part of the premises, not the entire property. Similarly, if the policy provides any coverage for business interruption, rental value or other loss of use or occupancy, such coverage shall be limited to the time necessary to repair or replace only the damaged portion(s) of the premises. Nothing in the Endorsement shall override any radioactive contamination exclusion clause in the Policy to which this Endorsement is attached.

All other terms and conditions of this policy remain unchanged.

EXTERIOR INSULATING AND FINISHING SYSTEMS (EIFS) EXCLUSION

I. We will not pay for:

- a. Loss or damage to Exterior Insulating and Finishing Systems (EIFS) unless such physical damage is directly caused by fire.
- b. Loss or damage caused by the failure or malfunction of any Exterior Insulating and Finishing Systems (EIFS) resulting in:
 - i. Loss, damage or repair costs to the EIFS, the materials between the EIFS and the interior finish of the building, or to the interior finish to the building, including loss, damage or repair costs caused by:
 1. Water penetration from any source;
 2. Failure of sealants in any form;
 3. Leaching of any kind;
 4. Discoloration of the exterior paint or finish; or
 - ii. The migration of water into the structure. But if this migration of water into the structure results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by such fire, explosion or sprinkler leakage.

II. Exterior Insulating and Finishing Systems (EIFS) means any exterior cladding or finish system used on any part of any structure and consisting of:

- a. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
- b. Adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
- c. A reinforced base coat; and
- d. A finish coat providing surface texture and color, including sealant around the windows and other penetrations.

All other terms and conditions of this policy remain unchanged.

ALL FLOOD AND EARTH MOVEMENT EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

In consideration of premium charged, it is hereby understood and agreed that the following Exclusions have been added to the policy:

We will not pay for loss or damage caused directly or indirectly by any of the following "Specified causes of loss":

All Flood, Earthquake, Earth Movement, Sinkhole

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in sequence to the loss.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**FUNGUS, WET ROT, DRY ROT, AND BACTERIA EXCLUSION AND LIMITED
ADDITIONAL COVERAGE**

This Endorsement modifies insurance provided under all Coverage Parts:

A. The following Exclusion is added:

EXCLUSION – “Fungus”, Wet Rot, Dry Rot and Bacteria

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of “fungus”, wet or dry rot or bacteria. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But if “fungus”, wet or dry rot or bacteria results in a “covered cause of loss”, we will pay for the direct physical loss or damage caused by the “covered cause of loss”.

This exclusion does not apply:

1. When “fungus”, wet or dry rot or bacteria results from fire or lightning; or
2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage for “Fungus”, Wet Rot, Dry Rot and Bacteria with respect to direct physical loss or damage by a cause of loss other than fire or lightning.

B. The following Additional Coverage is added:

1. This Additional Coverage applies only when the “fungus”, wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if:
 - a) all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence, and;
 - b) only if any loss resulting from the following is reported to us within 60 days of the occurrence:
 - i. A “covered cause of loss” other than fire or lightning; or
 - ii. Flood, if the Flood Coverage Endorsement applies to the affected premises.
2. Under conditions described in item B.1. above, we will pay for loss or damage by “fungus”, wet or dry rot or bacteria. As used in the Additional 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 provided under this Additional 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 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 Additional 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, that the applicable Limit of Insurance on the effected 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 Additional 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 terms of this Additional Coverage.

C. The following definition is added:

"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.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

PRE-EXISTING DAMAGE EXCLUSION ENDORSEMENT

It is hereby understood and agreed that this policy is not intended to and does not provide coverage for any damages which were detectable at the time of inception of this policy or damages discovered at a later date which were noticeable at the date of inception.

It is also understood and agreed that this policy does not provide coverage for any claims or damages that are caused by workmanship, repairs and/or lack of repairs caused by damage which occurred prior to policy inception.

It is understood and agreed that this policy does not provide coverage for any stated amount unless and until all structures covered by your previous policy have been fully and completely repaired. Prior to such completion of repairs, coverage will be limited to the greater of the following:

1. The actual cash value of the property at the time of a covered loss occurring during this policy period; or
2. The cost of repairing the property to a state at which it existed at the time of a covered loss, provided that such repairs have been made and completed.

This endorsement applies to all coverages on this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

EARNED PREMIUM – COASTAL PROPERTY ENDORSEMENT

For locations in Tier I coastal counties from Texas to Maine, and for all the state of Florida, if you cancel this policy, or remove a location in these areas, or reduce the coverage limits on a location and coverage which existed any time during the period of June 1 to November 1, then we will not return any premium. Also, if such a referenced location is added during the term of the policy and coverage exists at any time during the period of June 1 to November 1, the rate will be calculated as 100% of the annual rate; otherwise it shall be pro rata.

Coverage cannot be increased, nor additional locations added, if a Named Storm is in force, unless specifically accepted by the underwriter.

This endorsement replaces any short rate provisions stipulated in this policy for these referenced locations.

State	Tier I - Coastal Counties
ALABAMA	Baldwin and Mobile
CONNECTICUT	Fairfield, Middlesex, New Haven, New London
DELAWARE	Kent, New Castle, Sussex
FLORIDA	Entire State
GEORGIA	Brantley, Bryan, Camden, Charlton, Chatham, Effingham, Glynn, Liberty, Long, McIntosh, Wayne
LOUISIANA	Parishes of Acadia, Ascension, Assumption, Calcasieu, Cameron, East Baton Rouge, East Feliciana, Iberia, Iberville, Jefferson, Jefferson Davis, Lafayette, Lafourche, Livingston, Orleans, Plaquemines, Pointe Coupee, St. Bernard, St. Charles, St. Helena, St. James, St. John the Baptist, St. Martin, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermillion, Washington, West Baton Rouge, West Feliciana
MAINE	Androscoggin, Cumberland, Hancock, Knox, Lincoln, Sagadahoc, Waldo, Washington, York
MARYLAND	Calvert, Caroline, Dorchester, St. Marys, Talbot, Somerset, Wicomico, Worcester
MASSACHUSETTS	Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk
MISSISSIPPI	Hancock, Harrison, Jackson, George, Pearl River, Stone
NEW HAMPSHIRE	Rockingham, Strafford
NEW JERSEY	Atlantic, Bergen, Cape May, Cumberland, Essex, Hudson, Mercer, Middlesex, Monmouth, Ocean, Passaic, Salem, Union
NEW YORK	Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

NORTH CAROLINA	Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Hyde, Jones, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell, Washington, Bladen, Columbus, Duplin,
RHODE ISLAND	Bristol, Kent, Newport, Providence and Washington
SOUTH CAROLINA	Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Horry, Jasper
TEXAS	Aransas, Bee, Brazoria, Brooks, Calhoun, Cameron, Chambers, Fort Bend, Galveston, Goliad, Hardin, Harris, Hidalgo, Jackson, Jefferson, Jim Wells, Kenedy, Kleberg, Liberty, Live Oak, Matagorda, Nueces, Orange, Refugio, San Patricio, Victoria, Wharton, Willacy
VIRGINIA	Accomac, Charles City, Gloucester, Isle of Wight, James City, Lancaster, Mathews, Middlesex, New Kent, Northampton, Northumberland, Prince George, Southampton, Surry, Sussex, York, and the following independent cities; Chesapeake, Hampton, Newport News, Poquoson, Portsmouth, Suffolk, Virginia Beach, Williamsburg

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ELECTRONIC DATA ENDORSEMENT

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a) This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means any information, facts, material, computer programs or other data stored in either digital or analog form on an electronic system, computer or other electronic device or equipment, or otherwise maintained in electronic format, regardless of type of media or location. The term "computer programs" as used herein means a set of related electronic instructions which direct the operations and functions of a computer or device and which enable the computer or device to receive, process, store, retrieve or send data or otherwise carry out a function or functions. [This definition does not apply to your "stock" of prepackaged software, or to "electronic data" which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.]

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to "Trojan Horses," "worms," "malware," and "time or logic bombs".

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils: Fire
 Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media Insured by this Policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media 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 or any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

All other terms and conditions of this policy remain unchanged.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

LOSS ADJUSTMENT ENDORSEMENT

It is understood and agreed that the Company has the option of engaging a separate loss adjuster and/or loss adjustment facility in place of any loss adjuster and/or loss adjustment facility so designated or named in the policy or any other policy of insurance that may be in force at the Company's sole discretion and expense.

All other terms and conditions of this Policy remain unchanged.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**NUCLEAR, BIOLOGICAL, CHEMICAL, OR RADIOLOGICAL;
TERRORISM EXCLUSION**

This endorsement modifies insurance provided under this Policy.

In consideration of the premium charged, it is agreed that:

1. Notwithstanding anything to the contrary contained within the Policy, the following exclusion is added to the Policy:

Nuclear, Biological, Chemical, or Radiological Terrorism

No coverage will be available under this insurance for any loss, cost, damage, expense, injury, claim or suit, caused by, arising out of, or resulting directly or indirectly, in whole or in part from any act of **Nuclear, Biological, Chemical, Or Radiological Terrorism**, regardless of any other cause or event that contributes concurrently or in any other sequence to the act of **Nuclear, Biological, Chemical, Or Radiological Terrorism**.

2. For the purpose of this Endorsement the following Definitions are added to the Policy:

Biological Agent means any pathogenic (disease producing) micro-organism(s) and/or biological produced toxin(s), including genetically modified organisms and chemically synthesized toxin(s) which caused illness, damage, injury or death in humans, animals, or plants.

Chemical Agent means any compound which, when disseminated, produces incapacitating illness, or damaging and/or lethal effects on people, animals, plants, or property.

Nuclear, Biological, Chemical, Or Radiological Terrorism means the:

- a. Dispersal, application, leakage, escape, or release of radioactive material;
- b. Use of any nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation, or radioactive contamination; or
- c. Emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous **biological agent** and/or **chemical agent**;

by any person or group(s) of persons, whether acting alone, or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT
CAREFULLY.

**SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION INCLUDING
DEBRIS REMOVAL AND COST OF CLEAN UP EXTENSION and AUTHORITIES
EXCLUSION**

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION:

1. In addition to Paragraph (B)(2)(I) of the Causes of Loss - Special Form attached to this policy, and notwithstanding any provision in this policy to the contrary, this policy does not cover or reimburse loss, damage, costs, fines, penalties, or expenses directly or indirectly associated with any kind or description of seepage and/or pollution and/or contamination, arising out of or from any cause whatsoever, unless the seepage and/or pollution and/or contamination is itself directly caused by any of the "specified causes of loss" and resulted in a Covered Loss to the Covered Property. But if the seepage and/or pollution and/or contamination results in a "specified cause of loss", we will only pay for the direct physical loss or damage to Covered Property directly caused by that "specified cause of loss". You must give us notice of your intent to make a claim for direct loss or physical damage arising hereunder no later than twelve (12) months after the date of the "specified cause of loss".
2. The terms "pollutant", "pollution", "seepage" and "contamination", however they may appear or be used in this Endorsement, means any solid, liquid gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, including material to be recycled, reconditioned or reclaimed.

DEBRIS REMOVAL AND COST OF CLEAN UP EXTENSION:

1. Notwithstanding the provisions of Paragraphs (1) and (2) above or any other provision respecting seepage and/or pollution and/or contamination, and or debris removal and/or clean-up in this policy, in the event of direct physical loss or damage to Covered Property, this policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable limits or deductible) also covers:
 - A. Expenses incurred in removal of debris of the Covered Property destroyed or damaged from the premises of the Covered Property; and/or
 - B. Cost of clean-up, at the Covered Property, made necessary as a result of such loss or damage, provided that this policy does not insure against the costs of decontamination or removal of water, soil, or any other substance on or under such premises.
2. It is a condition precedent to your recovery under this Extension that physical loss or physical damage to the Covered Property is the direct cause of a "specified cause of loss" under this

policy. You must give us notice of your intent to make a claim for direct loss or physical damage arising hereunder no later than twelve (12) months after the date of the “specified cause of loss”.

AUTHORITIES EXCLUSION:

1. Notwithstanding any of the preceding provisions of this Endorsement or any provision of this policy to the contrary, this policy does not insure, cover or reimburse for any loss, damage, cost, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever. Without restricting the generality of the foregoing, this policy does not cover claims arising out of the following United States statutes or amendments thereto, including any regulations promulgated thereunder or appurtenant to:
 - A. Resource Conservation and Recovery Act (R.C.R.A.) commonly known as the Solid Waste Disposal Act.
 - B. Comprehensive Environmental Response, Compensation and Liability Act (C.E.R.C.L.A.) commonly known as Superfund.
 - C. Superfund Amendments and Reauthorization Act (S.A.R.A.) commonly known as Superfund Two.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM CLAUSE - PERCENTAGE

In the event of cancellation of this policy by the Insured, a minimum premium of 35.00% of the original policy premium shall become earned; any conditions of the policy to the contrary notwithstanding.

Failure of the Insured to make timely payment of premium shall be considered a request by the Insured for the Company to cancel. In the event of such cancellation by the company for non-payment of premium, the minimum premium shall be due and payable; provided, however, such non-payment cancellation shall be rescinded if the Insured remits the full premium due within 10 days of receipt.

In the event of any other cancellation by the Company, the earned premium shall be computed pro rata, not subject to the minimum payment.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

Policy No.
BO24LCMZ0EPFDQN

Issued by: Navigators Specialty Insurance Company
Effective date of endorsement: October 1, 2024
Named Insured: City of Alvin
Policy Period: October 1, 2024- October 1, 2025

It is understood and agreed that the Company will use one of the following preferred Adjusters for the adjustment of all claims made against this policy.

[Adjuster Name: Lance Grigar; (Phone): 832-500-0952; (Email): lgrigar@englemartin.com, Adjusting Firm: Engle Martin]

All other terms and conditions remain unchanged.

No Signature File

Authorized Signature

September 10, 2024
Date

NOTICE OF TERRORISM OFFER WITH OPTION TO ACCEPT

As explained below in more detail, we are required to make terrorism coverage available under your policy. Unless you have requested coverage through your producer, an exclusion for terrorism is made part of the policy and will apply to all subsequent replacements and renewals. If your policy includes a terrorism exclusion, you have the option to purchase terrorism coverage by accepting our offer, as explained below. If terrorism coverage is included in your policy because you previously accepted coverage, you do not need to submit another signed acceptance.

Terrorism Coverage and Premium

In accordance with the federal Terrorism Risk Insurance Act (as amended "TRIA"), we are required to make coverage available under your policy for "certified acts of terrorism." The actual coverage provided by your policy will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy, as well as any applicable rules of law.

The premium for our offer of terrorism coverage is shown here [6250](#). If you have terrorism coverage, the premium should be shown in the policy.

Definition of Certified Act of Terrorism

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting 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.

Disclosure of Federal Share of Terrorism Losses under TRIA

The United States Department of the Treasury will reimburse insurers for 80% of insured losses that exceed the applicable insurer deductible. However, if aggregate industry insured losses under TRIA exceed \$100 Billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

Cap on Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 Billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based

on differences between actual losses and estimates.

**OPTION TO RECONSIDER AND ACCEPT COVERAGE
FOR POLICIES WITH A TERRORISM EXCLUSION**

If this policy includes a terrorism exclusion, you have the option to purchase terrorism coverage by offer of terrorism coverage. If you wish to accept our offer, please sign the written acceptance statement and return it to us.

ACCEPTANCE STATEMENT

On behalf of the Named Insured below, the undersigned hereby accepts the offer of terrorism coverage.

Named Insured: City of Alvin

Policy Number: BO24LCMZ0EPFDQN

Name Title Date

**Your signed written statement must be returned to
your producer for delivery to us.**

IF TERRORISM COVERAGE IS INCLUDED IN YOUR POLICY BECAUSE YOU PREVIOUSLY ACCEPTED COVERAGE, YOU DO NOT NEED TO SUBMIT ANOTHER SIGNED ACCEPTANCE.

POLICYHOLDER DISCLOSURE

**NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS OR COVERAGES YOU REJECTED IN THE UNDERLYING INSURANCE. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

☐	I hereby elect to purchase terrorism coverage for a prospective premium of \$6250.
☐	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant’s Signature

Insurance Company

Print Name

Policy Number

Date

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

Sep 13, 2024

City of Alvin, Ref# 13093153-A
Proposed Effective 10/1/2024 to 10/1/2025

We are pleased to confirm the attached quotation being offered with Ironshore Specialty Insurance Company - Boston. 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:	\$100,000.00
Policy Fee	\$500.00
Broker Fee	\$7,500.00
Surplus Lines Tax	\$5,238.00
Stamping Office Fee	\$43.20
 Grand Total:	 \$113,281.20

Option to Elect Terrorism Coverage

TRIPRA Premium: APPLIES \$10,000.00
Additional Taxes: \$489.00
Total Including TRIA(if elected) \$123,770.20

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 Insurance Services

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, and as necessary maintain proof of declination. 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.

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.

Liberty Mutual Group

To get information or file a complaint with your insurance company or HMO:

Call: Presidential Service Team at 1-800-344-0197
Toll-free: 1-800-344-0197
Email: PresidentialSvcTeam@LibertyMutual.com
Mail: Presidential Service Team
Liberty Mutual Group
175 Berkeley St.
Boston, MA 02116

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: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

eTiene 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.

Liberty Mutual Group

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Presidential Service Team al 1-800-344-0197
Teléfono gratuito: 1-800-344-0197
Correo electrónico: PresidentialSvcTeam@LibertyMutual.com
Dirección postal: Presidential Service Team
Liberty Mutual Group
175 Berkeley St.
Boston, MA 02116

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: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030



IRONSHORE SPECIALTY INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116

QUOTATION

It is hereby understood and agreed that coverage is offered on behalf of Ironshore Specialty Insurance Company as follows:

TO:	Kelci Beach
COMPANY:	CRC INSURANCE SERVICES INC
ADDRESS:	10375 Richmond Avenue, Suite 500 Houston, TX 77042
DATE:	09/13/2024
Insured Name:	City of Alvin
Insured Mailing Address:	216 W Sealy St Alvin, TX 77511
Property Covered:	Real and Personal Property; Business Interruption; Extra Expense; Loss of Rents
Perils Insured:	Wind/Hail Only
Policy Form:	Quota Share Coverage Form - IS.PROP.COV.010
Inception:	10/01/2024
Expiration:	10/01/2025 The term of this Policy is from inception date to expiration date at 12:01 a.m., local time. In the event of a claim, the Policy period is measured by local time at the location where the direct physical loss or damage occurs.
Territory:	Coverage will apply for locations within the United States (excluding Canada, U.S. Territories and possessions)



Currency:	United States Dollars (US\$)
Ironshore Limits:	\$2,000,000 (being 20%) part of \$10,000,000 per occurrence
Program Sub-limits:	Sub-limits are per occurrence unless otherwise stated. Sub-limits do not increase the Ironshore policy limit of \$2,000,000. As per lead, StarStone, quote received on 9/13/24
Premium Without Terrorism:	\$100,000 (being 20%) part of \$500,000 Layer Premium
Terrorism Premium:	\$10,000 (being 20%) part of \$50,000 Layer Premium
Total Ironshore Premium:	\$110,000 (being 20%) part of \$550,000 Layer Premium
Minimum Earned Premium:	35% (This is superseded by the provisions of the Special Catastrophe Earned Premium Provision, if applicable.)
Quote Expiration:	10/01/2024
Locations Covered:	As per current schedule on file with this Company.
TIV Covered:	\$79,761,834
Deductible(s):	As per lead, StarStone, quote received on 9/13/24

TERMS AND CONDITIONS:

- 1.) The following amendatory forms may be included within or attached to the policy if coverage is bound:
- Service of Suit Clause
 - Disclosure - Terrorism Risk Insurance Act TRIA-N004-0420
 - Cap on Losses From Certified Acts of Terrorism TRIA-E002-0315
 - Property Millennium Endorsement IS.PROP.END.021 (0409)
 - Special Catastrophe Earned Premium Provision for Mid-term Cancellations IS.PROP.END.025B (0210)
 - Occurrence Limit of Liability IS.PROP.END.098 (0222)



- Sanction Limitation and Exclusion Clause ADM-OFAC (0419)
- Electronic Data - Limited Coverage Endorsement IS.PROP.END.070B (0620)
- Virus And Bacteria Exclusion IS.PROP.END.095 (0320)
- Policy Holder Disclosure - Terrorism Insurance Premium Notice TRIA-N002-0420
- War Risk and Terrorist Exclusion IS.PROP.END.029 (0409)
- Mold, Fungus, Wet Rot, Dry Rot, Or Bacteria Amendatory Endorsement IS.PROP.END.102 (09.2023)
- Direct Physical Loss Or Damage Requirement IS.PROP.END.100 (12/2023)
- Data Corruption IS.PROP.END.004C (0224)
- Pollution Exclusion IS.PROP.END.020B (0224)
- Vacancy Limitation Endorsement IS.PROP.END.101 (09.2023)

2.) Additional Terms and Conditions:

Premium indication is subject to adjustment for any change in the total insured values.

Best terms apply. Any nonoccurrence of terms, premium differences, deductibles, coverages, exclusions, limits, or sublimits with co-participants on this layer is subject to approval in writing by the underwriter presenting this quote.

Excludes Equipment Breakdown (Boiler and Machinery).

The addition of newly acquired locations within Tier I Wind Zones as defined by Ironshore policy, or locations within Zone A or V Flood areas is not permitted without written approval and pricing by Ironshore.

3.) Valuation:

Property Damage: As per lead, StarStone, quote received on 9/13/24

Time Element: As per lead, StarStone, quote received on 9/13/24

4.) Coinsurance:

Property Damage: Nil

Time Element: Nil

5.) Cancellation: This policy cannot be cancelled flat. 30 days' notice will be given for reasons other than nonpayment of premium. 10 days' notice will be given for nonpayment of premium.

6.) Premium Payment: Premium is payable within 30 days of effective date - Refer to Payment Remittance Instructions.

7.) Surplus Line Taxes & Filings: This document does not include any amount with respect to Surplus



Lines Taxes and/or fees. The placing named broker is responsible for the filing, collection and payment of all Surplus Lines Taxes and Fees. All Surplus Lines license numbers and names of the person(s) and/or Company(ies) responsible for the filings are required at bind. Percentage and totals must equal bound Total Premium and Total Insured Value.

- 8.) Policy Paper:** If bound, the policy will be issued on 'Ironshore Specialty Insurance Company' paper. Ironshore Specialty Insurance Company is a non-admitted authorized Surplus Lines carrier in all states.
- 9.) Government Activity Clause:** The Company shall not be liable for loss or damage caused by or resulting from: (1) the seizure or destruction of property insured by this policy by any government body, including any customs or quarantine action, or (2) confiscation or destruction of any property by order of any government or public authority, except an order to destroy property to prevent the spread of fire or explosion.

SUBJECTIVITIES:

This QUOTATION is subject to receipt, review and acceptance of the following information:

Final proposal is subject to favorable loss control surveys.

Copy of Lead Policy

A completed, signed application or statement of values prior to binding.

Signed Surplus Lines Tax Form at binding.

Signed Terrorism Coverage Election Form at binding.

This Quote does not necessarily provide all the terms, perils, limits, coverages and conditions as requested in your submission.

This Quote considers the loss history presented in the submitted information. If there is a significant deterioration of loss history between release of quote and binding, the underwriter reserves the right to renegotiate the terms, conditions and pricing of this agreement.

Please note that you have a duty to disclose material information which may influence acceptance, terms and cost of coverage. If you have not provided us with all material information or you discover any of the information you provided us is inaccurate, please advise us immediately. This is to insure the completeness and accuracy of the information upon which we have relied. The underwriter reserves the right to renegotiate the terms, conditions, pricing, and risk acceptance should any of the above information change.

Thank you for the opportunity to quote this account.





Ironshore Specialty Insurance Company (ISIC)

EXHIBIT A
Surplus Lines State Disclosure Exhibit

Please see the applicable disclosure for the insured premium state.



State	Disclosure
Alabama	This contract is registered and delivered as a surplus lines coverage under the Alabama Surplus Line Insurance Law. (Ala. Code§ 27-10-22).
Alaska	This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34.It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80.
Arizona	If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to Arizona Revised Statutes title 20.
Arkansas	This contract is registered and delivered as a surplus lines coverage under the Surplus Lines Insurance Law, and it may in some respects be different from contracts issued by insurers in the admitted markets, and, accordingly, it may, depending upon the circumstances, be more or less favorable to an insured than a contract from an admitted carrier might be. The protection of the Arkansas Property and Casualty Guaranty Act does not apply to this contract. A tax of four percent (4%) is required to be collected from the insured on all surplus lines premiums. (A.C.A. § 23-65-307).
California	NOTICE: 1. THE INSURANCE POLICY THAT YOU (HAVE PURCHASED) (ARE APPLYING TO PURCHASE) IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS. 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS. 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED. 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG. 5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER. 6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER. 7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV. 8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU. Date: _____ Insured: _____



Colorado	This contract is delivered as a surplus line coverage under the 'Nonadmitted Insurance Act'. The insurer issuing this contract is not licensed in Colorado but is an approved nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act.
Connecticut	NOTICE THIS IS A SURPLUS LINES POLICY AND IS NOT PROTECTED BY THE CONNECTICUT INSURANCE GUARANTY ASSOCIATION OR SUBJECT TO APPROVAL BY THE CONNECTICUT INSURANCE DEPARTMENT. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS POLICY.
Delaware	This insurance contract is issued pursuant to the Delaware Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Delaware Insurance Department. This insurer does not participate in insurance guaranty funds created by state law. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.
District of Columbia	This insurance contract is issued by an insurer neither licensed by nor under the supervision of the District of Columbia Department of Insurance, Securities and Banking. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be protected by the District of Columbia Insurance Guaranty Association Act.
Florida	THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.
Georgia	This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5.
Hawaii	This insurance contract is issued by an insurer which is not licensed by the State of Hawaii and is not subject to its regulation or examination. If the insurer is found insolvent, claims under this contract are not covered by any guaranty fund of the State of Hawaii.
Idaho	This surplus line contract is issued pursuant to the Idaho insurance laws by an insurer not licensed by the Idaho Department of Insurance. There is no coverage provided for surplus line insurance by either the Idaho Insurance Guaranty Association or by the Idaho Life and Health Insurance Guaranty Association.
Illinois	Notice to Policyholder: This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund.
Iowa	This policy is issued, pursuant to Iowa Code section 515.120, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association.
Kansas	This policy is issued by an insurer not authorized to do business in Kansas and, as such, the form, financial condition and rates are not subject to review by the commissioner of insurance and the insured is not protected by any guaranty fund.
Kentucky	This insurance has been placed with an insurer not licensed to transact business in the Commonwealth of Kentucky but eligible as a surplus lines insurer. The insurer is not a member of the Kentucky Insurance Guaranty Association. Should the insurer become insolvent, the protection and benefits of the Kentucky Insurance Guaranty Association are not available.
Louisiana	NOTICE This insurance policy is delivered as a surplus line coverage under the Insurance Code of the State of Louisiana. In the event of insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association which guaranties only specific policies issued by an insurance company authorized to do business in Louisiana. This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker: _____ Signature of Licensed Louisiana Surplus Lines Broker or Authorized Representative _____ Printed Name of licensed Louisiana Surplus Lines Broker
Maine	This insurance contract is issued pursuant to the Maine Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Maine Bureau of Insurance.



Maryland	This insurance is issued by a nonadmitted insurer not under the jurisdiction of the Maryland Insurance Commissioner.
Massachusetts	This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.
Michigan	This insurance has been placed with an insurer that is not licensed by the State of Michigan. In case of insolvency, payment of claims may not be guaranteed.
Minnesota	THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.
Mississippi	NOTE: This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi, but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.
Missouri	This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Insurance Guaranty Association. This insurer is not licensed by the state of Missouri and is not subject to its supervision.
Montana	NOTICE: This coverage is issued by an unauthorized insurer that is an eligible surplus lines insurer. If this insurer becomes insolvent, there is no coverage by the Montana Insurance Guaranty Association under the Montana Insurance Guaranty Association Act. _____ Printed Name of Surplus Lines Insurance Montana License Number Producer _____ Signature of Surplus Lines Insurance Producer
Nebraska	This policy is issued by a nonadmitted insurer, and in the event of the insolvency of such insurer, this policy will not be covered by the Nebraska Property and Liability Insurance Guaranty Association.
Nevada	This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.
New Hampshire	The company issuing this policy is an eligible surplus lines insurer in the state of New Hampshire and the rates charged and policy forms used have not been approved by the commissioner of insurance. If the company issuing this policy becomes insolvent, the New Hampshire insurance guaranty fund shall not be liable for any claims made against the policy.
New Jersey	This policy is written by a surplus lines insurer and is not subject to the filing or approval requirements of the New Jersey Department of Banking and Insurance. Such a policy may contain conditions, limitations, exclusions and different terms than a policy issued by an insurer granted a Certificate of Authority by the New Jersey Department of Banking and Insurance. The insurer has been approved by the Department as an eligible surplus lines insurer, but the policy is not covered by the New Jersey Insurance Guaranty Fund, and only a policy of medical malpractice liability insurance as defined in N.J.S.A. 17:30D-3d or a policy of property insurance covering owner-occupied dwellings of less than four dwelling units are covered by the New Jersey Surplus Lines Guaranty Fund
New Mexico	This policy provides surplus lines insurance by an insurer not otherwise authorized to transact business in New Mexico. This policy is not subject to supervision, review or approval by the superintendent of insurance. The insurance so provided is not within the protection of any guaranty fund law of New Mexico designed to protect the public in the event of the insurer's insolvency.
New York	THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO POLICY FORMS.

North Carolina	<u>The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State insurance guaranty or solvency fund.</u>
North Dakota	"Notice: 1. an insurer that is not licensed in this state is issuing the insurance policy that you have applied to purchase. These companies are called "nonadmitted" or "surplus lines" insurers. 2. The insurer is not subject to the financial solvency regulation and enforcement that applies to licensed insurers in this state. 3. These insurers generally do not participate in insurance guaranty funds created by state law. These guaranty funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised. 4. Some states maintain lists of approved or eligible surplus lines insurers and surplus lines producers may use only insurers on the lists. Some states issue orders that particular surplus lines insurers cannot be used. 5. For additional information about the above matters and about the insurer, you should ask questions of your insurance producer or surplus lines producer. You may also contact your insurance department consumer help line."
Ohio	THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.
Oklahoma	This policy is not subject to the protection of any guaranty association in the event of liquidation or receivership of the insurer.
Oregon	This insurance was procured and developed under the Oregon surplus lines laws. It is NOT covered by the provisions of ORS 734.510 to 734.710 relating to the Oregon Insurance Guaranty Association. If the insurer issuing this insurance becomes insolvent, the Oregon Insurance Guaranty Association has no obligation to pay claims under this insurance.
Pennsylvania	The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.
Rhode Island	NOTICE THIS INSURANCE CONTRACT HAS BEEN PLACED WITH AN INSURER NOT LICENSED TO DO BUSINESS IN THE STATE OF RHODE ISLAND BUT APPROVED AS A SURPLUS LINES INSURER. THE INSURER IS NOT A MEMBER OF THE RHODE ISLAND INSURERS INSOLVENCY FUND. SHOULD THE INSURER BECOME INSOLVENT, THE PROTECTION AND BENEFITS OF THE RHODE ISLAND INSURERS INSOLVENCY FUND ARE NOT AVAILABLE.
South Carolina	This company has been approved by the director or his designee of the South Carolina Department of Insurance to write business in this State as an eligible surplus lines insurer, but it is not afforded guaranty fund protection.
South Dakota	THIS INSURANCE CONTRACT IS ISSUED BY A NONADMITTED INSURER WHICH IS NOT LICENSED BY NOR UNDER THE JURISDICTION OF THE SOUTH DAKOTA INSURANCE DIRECTOR.
Tennessee	This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage pursuant to the Tennessee insurance statutes.
Texas	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.
Utah	The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah insurance commissioner. This policy receives no protection from any of the guaranty associations created under Title 31A, chapter 28.
Vermont	The company issuing this policy has not been licensed by the state of Vermont and the rates charged have not been approved by the commissioner of insurance. Any default on the part of the insurer is not covered by the Vermont Insurance Guaranty Association.
Virginia	NOTICE TO INSURED THE INSURANCE POLICY THAT YOU HAVE APPLIED FOR HAS BEEN PLACED WITH OR IS BEING OBTAINED FROM AN INSURER APPROVED BY THE STATE CORPORATION COMMISSION FOR ISSUANCE OF SURPLUS LINES

	INSURANCE IN THE COMMONWEALTH, BUT NOT LICENSED OR REGULATED BY THE STATE CORPORATION COMMISSION OF THE COMMONWEALTH OF VIRGINIA. THEREFORE, YOU, THE POLICYHOLDER, AND PERSONS FILING A CLAIM AGAINST YOU ARE NOT PROTECTED UNDER THE VIRGINIA PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION ACT (ss 38.2-1600 et seq.) OF THE CODE OF VIRGINIA AGAINST DEFAULT OF THE COMPANY DUE TO INSOLVENCY. IN THE EVENT OF INSURANCE COMPANY INSOLVENCY YOU MAY BE UNABLE TO COLLECT ANY AMOUNT OWED TO YOU BY THE COMPANY REGARDLESS OF THE TERMS OF THIS INSURANCE POLICY, AND YOU MAY HAVE TO PAY FOR ANY CLAIMS MADE AGAINST YOU. _____ (Name of Surplus Lines Broker) _____ (License Number) _____ (Broker's Mailing Address)
Virgin Islands	<i>"This contract is registered and delivered as a surplus lines coverage under the Insurance Code of the Virgin Islands. It is not covered by the Virgin Islands Insurance Guaranty Fund established pursuant to Title 33, Chapter 111, Section 3061 of the Virgin Islands Code, which only protects an insured in the event of the insolvency of an admitted insurer"</i>
Washington	This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.
West Virginia	THIS COMPANY IS NOT LICENSED TO DO BUSINESS IN WEST VIRGINIA, AND IS NOT SUBJECT TO THE WEST VIRGINIA INSURANCE GUARANTY ACT. Notice: 1. An insurer that is not licensed in this state is issuing the insurance policy that you have applied to purchase. These companies are called "nonadmitted" or "surplus lines" insurers. 2. The insurer is not subject to the financial solvency regulation and enforcement that applies to licensed insurers in this state. 3. These insurers generally do not participate in insurance guaranty funds created by state law. These guaranty funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised. 4. Some states maintain lists of approved or eligible surplus lines insurers and surplus lines brokers may use only insurers on the lists. Some states issue orders that particular surplus lines insurers cannot be used. 5. For additional information about the above matters and about the insurer, you should ask questions of your insurance agent or surplus lines licensee. You may also contact your insurance commission consumer help line.
Wisconsin	This insurance contract is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus line coverage pursuant to s.618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3% tax on gross premium.
Wyoming	This insurance contract is issued pursuant to the Wyoming Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Wyoming Insurance Department. In the event of insolvency of the surplus lines insurer, losses will not be paid by the Wyoming Insurance Guaranty Association."

ELECTRONIC DELIVERY TERMS AND CONDITIONS

PLEASE READ THESE ELECTRONIC DELIVERY TERMS AND CONDITIONS CAREFULLY. BY ACCEPTING THE ATTACHED QUOTE OR BINDER, AS APPLICABLE, YOU AGREE TO THE TERMS AND CONDITIONS BELOW, WHICH GOVERN HOW WE WILL DELIVER THE POLICY.

For purposes of these Electronic Delivery Terms and Conditions, the following definitions apply:

- "We," "us," and "our" refer to Liberty Mutual Insurance Company, its affiliates, and subsidiaries.
- "You" and "your" refer to the Broker of Record for the Insurance Policy, or other authorized representative of the Policyholder, to which the attached Binder or Quote, as applicable, is addressed.
- "Electronic Delivery" means either, at our discretion, (1) delivery via e-mail or as an attachment to an e-mail; or (2) delivery via an e-mail with a link to a website where the specified document is viewable with the use of a username and password.
- "Mail Delivery" means delivery via regular mail to the address shown on the Declarations page of the Policy.
- "Policyholder" collectively refers to the "Named Insured," as defined by the Policy, and any related or affiliated entity of that Named Insured that is insured under the Policy.
- "Insurance Policy" or "Policy" refer to the insurance policy or policies described in the attached Binder or Quote and ultimately issued by us, including, but not limited to, policy jackets, endorsements and declarations pages, as well as any privacy policy, important notices, change declarations, audits, underwriting documentation, applications, questionnaires, surveys, and any other documents related to the insurance policy or policies issued to the Broker of Record or its designated representative.

Authority to Act on Behalf of Policyholder

You represent that you have the authority to act on behalf of the Policyholder with respect to all insurance matters related to the Policy, including, but not limited to, acceptance of the attached Quote or Binder, as applicable, and these Electronic Delivery Terms and Conditions. If you do not have such authority, you must notify us immediately, in which case we reserve the right to withdraw the attached Quote or Binder.

As a condition of the attached Quote or Binder, you agree to receive Electronic Delivery of the Policy, which you agree to promptly deliver to Policyholder.

If you intend to deliver the Policy electronically to the Policyholder, you represent and warrant that you will deliver the Policy in accordance with all applicable laws, including but not limited to any applicable laws relating to electronic transactions and communications, electronic policy delivery and Policyholder consent thereto.

Email Address of Record and Electronic Delivery

Upon our request, you shall promptly designate an email address to use for Electronic Delivery of the Policy ("Email Address of Record"). Once you provide us with the Email Address of Record, we will deliver the Policy via Electronic Delivery at the E-mail Address of Record instead of by Mail Delivery.

You can change or update an Email Address of Record by contacting the assigned account analyst or underwriter. We will not be liable for any loss, liability, cost, expense or claim arising out of an incorrect or nonfunctioning Email Address of Record.

Electronic Delivery

We will be deemed to have delivered the Policy when we send the Policy via Electronic Delivery at the E-mail Address of Record. You agree that it is your responsibility to then deliver the Policy to the Policyholder, in accordance with applicable law.

Duration of Consent

You agree that Electronic Delivery will remain in effect and will apply to all future renewals, continuations, replacements and changes to any Policy unless:

- You, or someone else, on behalf of the Policyholder, withdraw consent in accordance with these Electronic Delivery Terms and Conditions; or
- We terminate, for any reason, the ability for you or the Policyholder to receive the Policy electronically.

You understand and agree that we are not liable for any loss, liability, cost, expense or claim arising out of these Electronic Delivery Terms and Conditions or your election to receive a paperless Policy by Electronic Delivery.

How to Withdraw Consent

The Policyholder or you, on behalf of the Policyholder, may withdraw consent to receive the Policy by Electronic Delivery at any time by e-mailing the request to ePolicyConsent@LibertyMutual.com.

At our option, we may treat your provision of an invalid Email Address of Record or the subsequent malfunction of a previously valid Email Address of Record as a withdrawal of your consent to receive the Policy by Electronic Delivery. We will not impose any fee to process the withdrawal of your consent. A withdrawal of your consent will be effective only after we have had a reasonable period of time to process the request.

Hardware and Software Requirements

To access, view and retain the Policy that we make available to you, you must: have a device that will connect to the Internet, access to an e-mail account and access to an internet browser. We will update you if there are any changes to the hardware or software requirements that could impact your receiving the Policy.

By providing consent to receive the Policy by Electronic Delivery, you acknowledge that you and the Policyholder have the minimum hardware and software requirements listed in this section.

Modification and Termination by Us

We reserve the right, in our sole discretion, to discontinue any provision of the Policy by Electronic Delivery, or to terminate or change these Electronic Delivery Terms and Conditions at any time. We will provide you with notice of any such termination or change if required by law.

Communications in Writing

All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of the Policy and these Electronic Delivery Terms and Conditions.

Paper Documents

You or the Policyholder may request a paper copy of the Policy at any time at no additional charge by contacting the assigned account analyst or underwriter.

Governing Law

You acknowledge and agree that your consent to transact electronic business is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and your state's UETA law as applicable.

Liberty Mutual Group California Privacy Notice
Commercial Lines (excluding Workers' Compensation)
(Effective January 1, 2023)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to libertymutual.com/privacy to review the applicable Liberty Mutual privacy notice.

What Personal Data Do We Collect?

The types of personal data we gather and share depend on both the product and your relationship to us. For example, we may gather different data if you are a claimant reporting an injury than if you want a quote for commercial property insurance. The data we gather can include your Social Security Number, income, transaction data such as account balances and payment history, and data from consumer reports. It may also include data gathered in connection with our provision of insurance services, when you apply for such services, or resulting from other contacts with you. It may also include:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal data**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial data, precise geolocation, medical data, or health insurance data;
- **Protected classification characteristics described in California Civil Code § 1798.50(e)**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history
Inferences drawn from other personal information, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records, and loss history information, health data, or criminal convictions;
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data; and
- **Sensitive Data** as defined under the California Privacy Rights Act when used to infer characteristics of an individual.

For information about the types of personal data we have collected in the past twelve (12) months, please go to lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers).

How do you gather my data?

We gather your personal data directly from you . For example, you provide us with data when you:	We also gather your personal data from other people . For example:
ask about or buy insurance, or file a claim	your insurance agent or broker
pay your policy	your employer, association or business (if you are insured through them)
visit our websites, call us, or visit our office	our affiliates or other insurance companies about your transactions with them
	consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	other public directories and sources
	third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register, or in the event of a claim, third parties including other parties to the claim witnesses, experts, loss adjusters and claim handlers
	other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

Organizations that share data with us may keep it and disclose it to others as permitted by law. For data about how we have gathered personal data in the past twelve months, please go to lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers).

How Do We Use Your Personal Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. We may use your data and the data of our former customers for our business and other compatible purposes. Our business purposes include, for example:

<u>Business Purpose</u>	<u>Data Categories</u>	<u>Do we share or sell your information as defined by CPRA</u>
Market, sell and provide insurance. This includes, for example: - calculating your premium; - determining your eligibility for a quote; - confirming your identity and servicing your policy;	- Identifiers - Personal Information - Protected Classification Characteristics - Commercial Information - Internet or other similar network activity	No

	- Professional or employment related information - Inferences drawn from other personal information - Risk data - Claims data - Sensitive Data	
Manage your claim. This includes, for example: - managing your claim, if any; - conducting claims investigations; - conducting medical examinations; - conducting inspections, appraisals; - providing roadside assistance; - providing rental car replacement or repairs;	- Identifiers - Personal Information - Protected Classification Characteristics - Commercial Information - Internet or other similar network activity - Professional or employment related information - Inferences drawn from other personal information - Risk data - Claims data	No.
Day to Day Business and Insurance Operations. This includes, for example: - creating, maintaining, customizing, and securing accounts; - supporting day-to-day business and insurance related functions; - doing internal research for technology development; - marketing, advertising and creating products and services; - conducting audits related to a current contact with a consumer and other transactions; - as described at or before the point of gathering personal data or with your authorization;	- Identifiers - Personal Information - Protected Classification Characteristics - Commercial Information - Internet or other similar network activity - Professional or employment related information - Inferences drawn from other personal information - Risk data - Claims data	o.
Security and Fraud Detection. This includes, for example: - detecting security issues; - protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; - managing risk and securing our systems, assets, infrastructure, and prerruses; - help to ensure the safety and security of Liberty staff, assets,	- Identifiers - Personal Information - Protected Classification Characteristics - Commercial Information - Internet or other similar network activity - Professional or employment related information - Inferences drawn from other personal information - Risk data - Claims data	o.

and resources, which may include physical and virtual access controls and access rights management; • supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;		
Regulatory and Legal Requirements. This includes for example: • controls and access rights management; • to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred; • exercising and defending our legal rights and positions; • to meet Liberty contract obligations; • to respond to law enforcement requests as required by applicable law, court order, or governmental regulations; • as otherwise permitted by law;	• Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data	• No.
Improve Your Customer Experience and Our Products. This includes, for example: • improve your customer experience, our products, and service; • to provide support, personalize, and develop our website, products, and services; • create and offer new products and services;	• Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data	• No.
Analytics to identify, understand, and manage our risks and products. This includes, for example: • conducting analytics to better identify, understand, and manage risk and our products;	• Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information	• No.

	• Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data • Sensitive Data	
Customer service and technical support. This includes, for example: • answer questions and provide notifications; • provide customer and technical support.	• Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data	• No.
Cross-Context Behavioral Advertising	• Identifiers • IP address • Internet or other similar network activity	• We share this information with service providers such as search engines and social media platforms

Liberty Mutual will not collect additional categories of personal information or use the personal information we collected for materially unrelated, or incompatible purposes without updating our notice.

Do We Disclose Your Personal Data?

Liberty Mutual does not sell your personal data as defined by California law.

Liberty Mutual shares your personal data as disclosed above. The California privacy law defines sharing as "communicating orally, in writing, or by electronic or other means, a consumers personal information ... to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration." This occurs when you visit the Liberty Mutual website. Cookies or pixels are deployed that then allow us to show you targeted advertisements when you visit other websites or social media platforms. You have the right to opt-out of this type of sharing and you may learn more about those rights at lmi.co/caprivacychoices.

This type of sharing is different from disclosing personal information to other entities to perform a service related to providing insurance or processing your claim. How we disclose data to these types of entities is set forth below.

Liberty Mutual may disclose personal data with affiliated and non-affiliated third parties, including:

- Liberty Mutual affiliates;
- Service Providers (such as auto repair facilities, towing companies, property inspectors, and independent adjusters);
- Insurance support organizations;
- Brokers and agents;
- Public entities (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Consumer reporting agencies;
- Advisors including law firms, accountants, auditors, and tax advisors;

- Insurers, re-insurers, policy holders, and claimants;
- Group policyholders (for reporting claims data or an audit);
- A person, organization, affiliates or service providers conducting actuarial or research studies; and
- As permitted by law.

We may also disclose data with other companies that provide marketing services on our behalf or as part of a joint marketing agreement for products offered by Liberty Mutual. We will not disclose your personal data with others for their own marketing purposes.

We may also disclose data about our transactions (such as payment history) and experiences (such as claims made) with you to our affiliates.

Liberty Mutual may disclose the following categories of personal data as needed for business purposes:

Identifiers	Personal Data
Protected Classification Characteristics	Commercial Data
Internet or other similar network activity	Professional, employment, and education data
Inferences drawn from personal data	Risk Data
Claims Data	

For information about how we have shared personal information in the past twelve (12) months, please go to lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers).

How Long Does Liberty Mutual Retain Each Category of Personal Data?

We retain your information in accordance with our legal obligations, our records retention policies, or as otherwise permitted by law. For example, we may have a legal obligation to retain information relating to your policies or claims with us. We will delete your data once the legal obligation expires or after the period of time specified in our records retention policies. The period of retention is subject to our review and alteration.

How to Contact Us:

You can submit requests, seek additional information, or obtain a copy of our Privacy Notice in an alternative format by either:

Calling:	800-344-0197
Email:	privacy@libertymutual.com
Online:	Libertymutualgroup.com/privacy-policy/data-request lmi.co/caprivacychoices
Postal Address:	Liberty Mutual Insurance Company 175 Berkeley St., 6 th Floor Boston MA 02116 Attn: Privacy Office



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT# 1

Policy Number: 1000668380-01
Insured Name: City of Alvin

Effective Date of Endorsement: 01/01/0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE - TEXAS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS IN THIS POLICY

Ironshore Specialty Insurance Co. hereby appoints 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 the agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance.

The Company furthermore designates Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 East 7th Street, Suite 620, Austin, TX 78701-3218 as the agent to whom a copy of the Service of Process should be forwarded by the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the State of Texas. A copy of any process, "suit", complaint or summons may be made upon the Office of the General Counsel, North America Specialty, Liberty Mutual Insurance, C/O Ironshore Specialty Insurance Co., 175 Berkeley Street, Boston, MA 02116.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

September 13, 2024
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT# 2

Policy Number: 1000668380-01
Insured Name: City of Alvin

Effective Date of Endorsement: 01/01/0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCLOSURE -TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

Disclosure of Premium

The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown in the Declarations, Declarations Extension Schedule or elsewhere by endorsement in your policy.

Federal Participation In Payment Of Terrorism Losses

If an individual insurer's losses from certified acts of terrorism exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for the Federal Share of losses paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger".

Beginning calendar year 2020, the Federal Share is 80% and Program Trigger is \$200,000,000.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Authorized Representative

September 13, 2024
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT# 3

Policy Number: 1000668380-01
Insured Name: City of Alvin

Effective Date of Endorsement: 01/01/0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the above captioned policy.

A. Cap on Certified Act of Terrorism Losses

"Certified act of terrorism" means an act that is 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 pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application of Exclusions

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 which would otherwise be excluded under this Coverage Part or Policy.

September 13, 2024

Authorized Representative

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT# 4

Policy Number: 1000668380-01
Insured Name: City of Alvin

Effective Date of Endorsement: 01/01/0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY MILLENNIUM ENDORSEMENT

It is noted and agreed this policy is hereby amended as follows:

- A. The Insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:
- 1 correctly recognize any date as its true calendar date;
 - 2 capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
 - 3 capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
- C. It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such Damage or Consequential Loss described in **A**, **B**, or **C** above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril.

Defined Peril shall mean fire, lightning, explosion aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

In consequence of all the foregoing the Annual Premium remains unaltered.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

A handwritten signature in black ink, appearing to be "R. H. H.", written above a horizontal line.

Authorized Representative

September 13, 2024
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street

Boston, MA 02116

(877) IRON411

ENDORSEMENT# 5

Policy Number: 1000668380-01

Effective Date of Endorsement: 01/01/0001

Insured Name: City of Alvin

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL CATASTROPHE EARNED PREMIUM PROVISION (FOR MID-TERM CANCELLATIONS)

Special Catastrophe Earned Premium Provision will only apply as respects midterm cancellations, not for transactional additions and deletions of locations.

- 1 If this policy is canceled by the insured, and no coverage existed on any Tier one locations from June 1 to November 30, the return premium is 90% of the pro-rata subject to any minimum earned premium stipulations in the policy.
- 2 If coverage existed on any Tier I location at any time during the period from June 1 to November 30, the amount of premium returned will be a percentage of the total premium determined as follows:

Days Policy in Force	Unearned Factor
1-180	20%
181 - 210	15%
211- 240	10%
241- 270	7.50%
271- 300	5%
301- 330	2.50%
331 - 365	0%

- 3 If Tier I locations are added during the term of the policy, the rate will be calculated as 100% of the annual rate, less the Unearned Factor in Item 2 above.
- 4 The provisions of this endorsement shall supersede any other minimum earned premium provisions in the policy or its attachments.
- 5 All reference herein to "Tier I", "Tier I Windstorm" or similar "Tier I" references, shall be defined as all locations situated within Tier I States or Counties or Parishes as specified below:

<u>Alabama:</u>	Baldwin, Mobile;
<u>Florida:</u>	Entire State of Florida;
<u>Georgia:</u>	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh;
<u>Hawaii:</u>	<u>Entire state:</u>

Louisiana: Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Mary, St. Bernard, St. Tammany, Terrebonne, Vermilion;
Mississippi: Hancock, Harrison, Jackson;
North Carolina: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell, Washington;
South Carolina: Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper;
Texas: Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Orange, Refugio, San Patricio, Victoria, Willacy;
Virginia: Accomack, Chesapeake, Essex, Gloucester, Hampton, Isle of Wight, James City, King George, Lancaster, Mathews, Middlesex, Newport News, Norfolk, Northampton, Northumberland, Poquoson, Portsmouth, Richmond, Stafford, Suffolk, Surry, Virginia Beach, Westmoreland, Williamsburg, York.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Authorized Representative

September 13, 2024
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT# 6

Policy Number: 1000668380-01

Effective Date of Endorsement: 01/01/0001

Insured Name: City of Alvin

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT

In consideration of premium charged, it is understood and agreed that the following special terms and conditions apply to this policy:

1. The term "occurrence", where used in this policy, shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties arising from one event.
 - a. When the term "occurrence" applies to a loss or series of losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, volcanic eruption, riot, riot attending a strike, civil commotion and vandalism and malicious mischief, one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing a proof of loss, the Insured may elect the moment at which the 72-hour period shall be deemed to have commenced, which shall not be earlier than the first loss to occur at any covered location.
 - b. When the term "occurrence" applies to a loss or series of losses from the peril of earthquake, one event shall be construed to be all losses arising during a continuous period of 168 hours. When filing a proof of loss, the Insured may elect the moment at which the 168-hour period shall be deemed to have commenced, which shall not be earlier than the first loss to occur at any covered location.
2. In the event of loss hereunder, liability of this company shall be limited to the least of the following in any one occurrence:
 - a. The actual adjusted amount of the loss, less any primary and underlying excess limits;
 - b. 100% of the individually stated value for each scheduled item of property, time element, or other coverages insured at the location which had the loss as shown on the latest statement of values on file with this company, less any primary and underlying excess limits. If no value is shown for a scheduled item, then there is no coverage for that item. If Actual Cash Value applies, then the maximum amount payable is 100%; or
 - c. The Limit of Liability section as shown on the Declaration page of this policy or as endorsed to this policy.

Less applicable deductible(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

A handwritten signature in black ink, appearing to be 'D. H.', is positioned above a horizontal line.

Authorized Representative

September 13, 2024

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT# 7

Policy Number: 1000668380-01

Effective Date of Endorsement: 01/01/0001

Insured Name: City of Alvin

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No Insurer shall be deemed to provide cover and no 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 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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

September 13, 2024

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT# 8

Policy Number: 1000668380-01
Insured Name: City of Alvin

Effective Date of Endorsement: 01/01/0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA- LIMITED COVERAGE ENDORSEMENT

This policy does not cover Electronic Data, except as provided below. 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 clause does not apply to your "stock" of pre-packaged software.

This clause does not cover 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.

Subject to the above provisions, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss which 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. For the avoidance of doubt, this does not include, and we do not cover under the provisions of this endorsement, any business interruption, time element, extra expense or any other loss or damage that occurs as a direct or indirect result of such virus, harmful code or similar instruction. In addition, 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.

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. The most will pay under this clause is \$10,000 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.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

A handwritten signature in black ink, appearing to be "D. H. H.", written above a horizontal line.

Authorized Representative

September 13, 2024

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT# 9

Policy Number: 1000668380-01
Insured Name: City of Alvin

Effective Date of Endorsement: 01/01/0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD VIRUS EXCLUSION

Loss Due To Virus Or Bacteria

We do not cover loss or damage directly or indirectly caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. This exclusion applies regardless of any other cause or event contributing to the loss concurrently or in any other sequence.

The terms of the exclusion above, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded by this Policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Authorized Representative

September 13, 2024
Date

September 13, 2024

Policyholder Name: City of Alvin

Effective: 01/01/0001

Policy Number: 1000668380-01

IRONSHORE SPECIALTY INSURANCE COMPANY

POLICYHOLDER DISCLOSURE NOTICE OF OFFER TO PURCHASE TERRORISM INSURANCE FOR POLICY PERIOD

This notice contains important information about the Terrorism Risk Insurance Act and your option to purchase terrorism insurance coverage. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act") establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning calendar year 2020, the Federal Share is 80% and Program Trigger is \$200,000,000.

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to offer coverage for losses resulting from "certified acts of terrorism" that could otherwise be excluded and to specify the premium for this coverage. You have the option to accept or reject this coverage.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to -
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of-
 - (1) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
 - (II) the premises of a United States mission; and
- (iv) 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.

HOW THE ACT AFFECTS YOUR POLICY AND WHAT YOU MUST DO

SELECTION OR REJECTION OF OPTIONAL TERRORISM INSURANCE COVERAGE

You have the option of purchasing coverage for losses resulting from "certified acts of terrorism." The premium for optional terrorism coverage is in addition to any mandatory premium shown on the attached Terrorism Coverage Election Form. Coverage for losses from "certified acts of terrorism" is still subject to, and may be limited by, all other terms, conditions and exclusions contained in your policy.

The premium charge for this coverage for the policy period is \$10,000.

Note: With respect to Excess, Umbrella, or Umbrella Excess Liability policies, this offer of coverage pertains only to those lines of business covered by TRIA and, more specifically, does not apply to commercial automobile insurance. In addition, this offer of TRIA coverage is expressly conditioned upon your acceptance of coverage for "certified acts of terrorism" on all underlying insurance policies that are subject to TRIA. If you reject such coverage on your primary liability policies, you must also reject it on your Excess, Umbrella or Umbrella Excess policy.

If you reject this offer, you will not be covered for losses resulting from "certified acts of terrorism."

Please indicate on the attached coverage election form, whether you accept or reject this offer. If we do not receive a completed Terrorism Coverage Election Form from you, coverage for "certified acts of terrorism" will be excluded from your policy.

TERRORISM COVERAGE ELECTION FORM

PLEASE INDICATE YOUR ELECTION TO ACCEPT OR REJECT THIS OFFER BELOW:

- ☐ I hereby elect to purchase coverage for "certified acts of terrorism" for the policy period for \$10,000.
- ☐ I hereby reject this offer of coverage for the policy period. I understand that by rejecting this offer, I will have no coverage for losses arising from "certified acts of terrorism."

MANDATORY PREMIUM DISCLOSURE STATEMENT

Even if you decline coverage for "certified acts of terrorism," certain states require us to provide you with coverage for fire losses that result from an act of terrorism. This mandatory coverage is provided at no additional charge.

POLICYHOLDER ACKNOWLEDGEMENT

I hereby acknowledge that I have received notice of TRIA, the federal share of compensation for "certified acts of terrorism," the premium charge for losses covered by TRIA, and the Company's limit of liability should losses covered by TRIA exceed \$100 billion.

Policyholder/Applicant Signature

Date

Print Name

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your sales representative or agent.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT# 11

Policy Number: 1000668380-01
Insured Name: City of Alvin

Effective Date of Endorsement: 01/01/0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR RISK AND TERRORIST EXCLUSION

It is hereby understood and agreed, that notwithstanding any other war risk or terrorist exclusion that may be in the policy or any clause limiting or attempting to limit the application of any endorsements to the policy, this policy is amended as follows:

The policy does not cover loss or damage to property caused by, resulting from, contributed to or aggravated by any of the following perils, whether such loss or damage is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the policy:

1. war, hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating or defending against an actual, impending or expected attack:
2. by government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or
3. by military, naval or air forces; or
4. by an agent of any such government, power, authority or force.
5. any weapon of war employing atomic fission or radioactive force whether in time of peace or war, whether or not its discharge was accidental;
6. insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction;
7. any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for Terrorist purposes;
8. hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, truck(s), train(s) or automobile(s), including any attempted seizure of control, made by any person or persons, for Terrorist purposes.

Such loss or damage is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the loss or damage.

Terrorist purpose means the use or threatened use of any unlawful means, including the use of force or violence against any person(s) or property (ies), for the actual or apparent purpose of intimidating, coercing, punishing or affecting society or some portion of society or government.

ALL OTHER TERMS AND CONDITIONS OF **THE** POLICY REMAIN UNCHANGED.



Authorized Representative

September 13, 2024

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT# 12

Policy Number: 1000668380-01
Insured Name: City of Alvin

Effective Date of Endorsement: 01/01/0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD, FUNGUS, WET ROT, DRY ROT, OR BACTERIA AMENDATORY

SCHEDULE

LIMIT OF INSURANCE	
MOLD LIMITED COVERAGE	\$10,000

In exchange for the payment of premium, it is understood and agreed that, notwithstanding any other provision in the Policy, the Policy is amended as follows:

The following exclusion is added:

This Policy does not cover any loss caused directly or indirectly by any of the following, and such loss is excluded regardless of any other cause or event that contributes concurrently or in sequence to the loss:

A. Mold Exclusion

We will not pay for any loss, damage, costs, or expense consisting of, caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of "Mold, Fungus, Wet Rot, Dry Rot, Or Bacteria," even if resulting, whether directly or indirectly, from an insured peril.

But if "Mold, Fungus, Wet Rot, Dry Rot, Or Bacteria" results in a covered cause of loss, we will pay for the loss or damage caused by that covered cause of loss.

The following is added:

B. Mold Limited Coverage.

Unless there is a LIMIT OF INSURANCE shown in the SCHEDULE above, there shall be no coverage.

Provided that there is a LIMIT OF INSURANCE shown in the SCHEDULE above, the following limited coverage is added and is subject to the exclusions contained in this Policy and any exclusions as added or amended by this endorsement:

When "Mold, Fungus, Wet Rot, Dry Rot, Or Bacteria" resulting directly from a covered loss, we will pay up to the LIMIT OF INSURANCE shown in the SCHEDULE above for the following:

Direct physical loss or damage to Covered Property caused by "Mold, Fungus, Wet Rot, Dry Rot, Or Bacteria," including the reasonable cost or expense to remove the "Mold, Fungus, Wet Rot, Dry Rot, Or Bacteria";

1. The reasonable cost or expense to tear out and replace any part of the building or other property as needed to gain access to the "Mold, Fungus, Wet Rot, Dry Rot, Or Bacteria"; and
2. Provided there is a reason to believe that "Mold, Fungus, Wet Rot, Dry Rot, Or Bacteria" is present, the reasonable cost or expense for the testing or investigation necessary to detect, evaluate, or measure "Mold, Fungus, Wet Rot, Dry Rot, Or Bacteria."

Regardless of the number of claims, the LIMIT OF INSURANCE shown in the SCHEDULE above is the most we will pay for the total of all loss or damage arising out of all occurrences of covered causes of loss which take place during the policy period. With respect to a particular occurrence of loss which results in "Mold, Fungus, Wet Rot, Dry Rot, Or Bacteria," we will not pay more than the LIMIT OF INSURANCE shown in the SCHEDULE above even if the "Mold, Fungus, Wet Rot, Dry Rot, Or Bacteria" continues to be present or active, or recurs, in a later policy period.

The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property and any Covered Business Income and/or Extra Expense of our Policy. If a particular occurrence results in loss or damage by "Mold, Fungus, Wet Rot, 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 of our Policy.

Notwithstanding any other provision of this Policy, this Limited Coverage only applies when "Mold, Fungus, Wet Rot, Dry Rot, Or Bacteria," occurs during the policy period and only if reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

As a condition precedent to coverage, the Insured must report to Insurer the existence and cost of the physical loss or damage by "Mold, Fungus, Wet Rot, Dry Rot, Or Bacteria" as soon as practicable, but no later than twelve (12) months after the peril first caused any physical loss or damage to the Insured's property during this policy period. This Policy does not insure any physical loss or damage by "Mold, Fungus, Wet Rot, Dry Rot, Or Bacteria" first reported to us after that twelve (12) month period.

For the purposes of this endorsement, the following definition is added:

- C. "Mold, Fungus, Wet Rot, Dry Rot, Or Bacteria"** means any type or form of fungus, rot, virus, or bacteria. This includes, but is not limited to, mold, mildew, mushroom, and yeast, and any mycotoxin, other microbes, spores, scents, or byproducts produced or released by mold, mildew, fungi, rot, or bacteria.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Authorized Representative

September 13, 2024

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT# 13

Policy Number: 1000668380-01
Insured Name: City of Alvin

Effective Date of Endorsement: 01/01/0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIRECT PHYSICAL LOSS OR DAMAGE REQUIREMENT

In exchange for the payment of premium, it is understood and agreed that the following is added to the Policy:

Notwithstanding anything in the Policy to the contrary, as a condition precedent to coverage under the Policy, the insured shall demonstrate direct physical loss or damage to property covered by the Policy, by a peril insured by this Policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Authorized Representative

September 13, 2024
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT# 14

Policy Number: 1000668380-01
Insured Name: City of Alvin

Effective Date of Endorsement: 01/01/0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DATA CORRUPTION, COMPUTER VIRUS, AND DENIAL OF ACCESS EXCLUSION

The Insurer will not pay for damage, consequential loss, or any cost, claim, or expense directly or indirectly caused by, consisting of, or arising from any of the following:

1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.
4. The introduction of a malicious code, program, virus, worm, Trojan Horse program, macro, time or logic bomb or similar unauthorized instruction into any of the following, whether owned by the insured or others:
 - a) Data processing equipment, software, data, or media;
 - b) Information repository;
 - c) Hardware or software based computer operating systems;
 - d) Microprocessor;
 - e) Integrated circuit;
 - f) Computer network; or
 - g) Other electronic equipment, computerized equipment, or similar devices,which is designed or intended to damage, corrupt, destroy, distort, or delete any part of the system or disrupt its normal operation.
5. A change in the functionality, availability, operation, use of, accessibility to or operation of any of the following, whether owned by the insured or others:
 - a) Data processing equipment, software, data, or media;
 - b) Information repository;
 - c) Hardware or software based computer operating systems;

- d) Microprocessor;
 - e) Integrated circuit;
 - f) Computer network; or
 - g) Other electronic equipment, computerized equipment, or similar devices.
6. Loss resulting from any advice, consultation, evaluation, design, inspection, installation, repair, replacement, or maintenance done by the insured or for the insured to determine or correct any conditions or problems described in 4 or 5.

The Insurer will not pay for modification, repair, or replacement of systems or devices described in 1 through 5 above in order to correct any potential or actual deficiencies.

Such damage, consequential loss, cost, claim, or expense described in 1 through 6 above is excluded regardless of any other cause or event that contributed concurrently or in any other sequence to the loss.

ALL OTHER TERMS AND CONDITIONS OF **THE** POLICY REMAIN UNCHANGED.



Authorized Representative

September 13, 2024

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT# 15

Policy Number: 1000668380-01
Insured Name: City of Alvin

Effective Date of Endorsement: 01/01/0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION

1. **Property Not Covered**

This policy does not cover land (including land on which covered property is located), land values or water.

2. **Pollution and Contamination Exclusion.**

This policy does not cover loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of Contaminants or Pollutants, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this policy.

Nevertheless, if fire is not excluded from this policy and a fire arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this policy arising directly from that fire is insured, subject to the provisions of this policy.

Contaminants or Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, fiber, smoke, vapor, soot, fumes, acids, alkalis, chemicals, biological, organic or bacterial agents, and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, fungi, virus, or hazardous substances as listed in the Federal Water, Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed. However, Contaminants or Pollutants do not include ammonia.

This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism, malicious mischief. But, the Insurer shall not be liable for more than \$100,000 as a result of such ensuing loss or damage.

3. **Asbestos Exclusions**

This policy does not cover -

- a) The removal of asbestos, dioxin or polychlorinated biphenols (hereinafter all referred to as "Materials") from any good, product or structure. However, if asbestos is damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system, the cost of removal shall be covered herein. The coverage afforded by this extension does not apply to costs of investigation or defense

of any loss or damage, or any costs for loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

- b) Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such Materials;
- c) Any governmental direction or request declaring that such 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 for which it was intended or installed and must be removed or modified.
- d) Any loss, cost, or expense to covered property arising out of any governmental agency's direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize Materials that were present, discharged, dispersed, seeped, migrated, released, or escaped.

The coverage afforded does not apply to payment for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

4. **Debris Removal Exclusion**

The Insurer will not pay the expense to:

- a) Extract Contaminants or Pollutants from the debris; or
- b) Extract Contaminants or Pollutants from land or water; or
- c) Remove, restore or replace contaminated or polluted land or water; or
- d) Remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by pollutants or contaminants, whether or not such removal, transport, or decontamination is required by law or regulation.

It is a condition precedent to recovery under this extension that the Insurer shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder and that the Insured shall give written notice to the Insurer of intent to claim for cost of removal of debris or cost to clean up not later than 180 days after the date of such physical loss or damage.

5. **Authorities Exclusion**

Notwithstanding any of the provisions of this policy, the Insurer shall not be liable for loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any Government Agency, Court or other Authority arising from any cause whatsoever.

6. **Enforcement of Ordinance or Law**

Nor, will the Insurer pay under this policy for the cost 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.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Authorized Representative

September 13, 2024
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT# 16

Policy Number: 1000668380-01
Insured Name: City of Alvin

Effective Date of Endorsement: 01/01/0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VACANCY LIMITATION

In exchange for the payment of premium, it is understood and agreed that, notwithstanding any other provision in the Policy, the Policy is amended as follows:

The following is added to the Policy:

VACANCY

If any of your real property is "vacant" at the inception of this Policy, or becomes vacant, and remains vacant for more than sixty (60) consecutive days, during the Policy period, you must:

- a. Notify us in writing of the vacancy prior to loss or damage; and
- b. Maintain in complete working order the protective safeguards present prior to the vacancy. Protective safeguards include, but are not limited to:
 1. Automatic sprinkler systems;
 2. Fire alarm systems;
 3. Guard or watchman services;
 4. Burglary systems; and,
 5. Monitoring systems.

If the above requirements are not met, then in addition to the other terms, conditions, limitations, and exclusions in this Policy, we will:

- a. Not pay for any loss or damage caused by or resulting from any of the following:
 1. Breakage of building glass;
 2. Mold, mildew, or fungus;
 3. Sprinkler leakage, unless the system has been protected against freezing;
 4. Theft or attempted theft;
 5. Vandalism;
 6. Malicious mischief; or,
 7. Water damage.
- b. Not pay for Demolition and Increased Cost of Construction, including, but not limited to:

1. The cost of demolishing the undamaged property including the cost of clearing the site;
 2. The proportion that the value of the undamaged part of the property bore to the value of the entire property prior to loss;
 3. Increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site, limited to the cost that would have been incurred to comply with the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property on the same site. However, this Company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced; or,
 4. Any increase in the business interruption, extra expense, rental value, or royalties loss arising out of the additional time required to comply with said law or ordinance.
- c. Value the loss or damage for the vacant real property (including any loss or damage to personal property) at the time of loss at the lesser of:
1. The actual cash value;
 2. The actual cost to repair; or,
 3. The selling price, less all saved expenses, if it was being offered or listed for sale at the time of loss.

For the purposes of this endorsement, the following definition is added to the Policy:

"Vacant" means:

1. Real property at an insured location used by you when it does not contain sufficient property and personnel to conduct your customary business operations;
2. Real property that has been unoccupied for more than sixty (60) consecutive days; or
3. When this Policy is issued to the owner of a building, 70% or more of the rentable square footage of the entire building at an insured location is not being actively used by you or a tenant for its intended purpose.

However, real property is not considered vacant during its ongoing construction or renovation.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Authorized Representative

September 13, 2024

Date

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

Sep 13, 2024

City of Alvin, Ref# 13092926-A
Proposed Effective 10/1/2024 to 10/1/2025

We are pleased to confirm the attached quotation being offered with Lloyd's of London. 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:	\$50,000.00
Policy Fee	\$500.00
Broker Fee	\$3,750.00
MGA Fee	\$500.00
Company Policy Fee	\$1,000.00
Surplus Lines Tax	\$2,703.88
Stamping Office Fee	\$22.30
 Grand Total:	 \$58,476.18

Option to Elect Terrorism Coverage

TRIPRA Premium: APPLIES \$25,000.00
Additional Taxes: \$1,222.50
Total Including TRIA(if elected) \$84,698.68

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 Insurance Services

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, and as necessary maintain proof of declination. 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.

Excess Property Quotation

Line of Business: Excess Property

Broker Information

ATTENTION: Masha Austin
maustin@crcgroup.com

CRC Group - Houston
10375 Richmond Ave, Suite 500

Houston, TX 77042
AGT051

Insured Information

Named Insured: City of Alvin
Mailing Address: 216 W Sealy St
Alvin, Texas 77511

Submission ID: SUB041252

Program Parameters [THIS IS NOT A BINDER OF INSURANCE]

Policy Period: 10/01/2024 - 10/01/2025
(Both dates at 12:01 AM/Local Standard Time at location of the property insured)

Perils: Wind Only

Coverage Territory: United States of America being fifty (50) States & District of Columbia

Total Insured Value: \$77,973,385 Per Statement of Values on file with the Company submitted 9/04/24

Limits of Liability:

Policy Limit \$3,750,000 25.00% per Occurrence; part of \$15,000,000 Excess of \$10,000,000

Flood Not Covered

Earthquake Not Covered

Coverages/Valuation: Physical Damage at Replacement Cost; Time Element & Actual Loss Sustained

Coinsurance: N/A for Physical Damage; N/A for Time Element

Policy Form : Broker Manuscript Form

This indication/quote/binder is based on the information submitted to us, but may not be responsive to requests for coverage in any application or bid specification prepared by the applicant or its agent. This indication/quotation/binder is intended to provide a basic summary in general terms and will not change or replace the policy wording, terms or conditions of the insurer(s) quoted, unless noted.

Program Sublimits: Wind only

More fully defined in Primary Policy Form

Program Deductibles: 3% per building, \$100,000 Min per occurrence – Wind/Hail & WDR

More fully defined in Primary Policy Form

Premium

Total Premium: \$ 50,000.00

Terrorism Premium: \$ 25,000.00

Subtotal: \$ 75,000.00

\$ 500.00

Modeling fee

\$ 1,000.00

Policy fee

Total Due: \$ 76,500.00

35 % **Minimum Earned Premium Applies**

Premium is due 30 days from the effective date of the policy.

BROKER is responsible for calculating and remitting all Surplus Lines taxes and fees to the appropriate State Authority.

This indication/quote/binder is based on the information submitted to us, but may not be responsive to requests for coverage in any application or bid specification prepared by the applicant or its agent. This indication/quotation/binder is intended to provide a basic summary in general terms and will not change or replace the policy wording, terms or conditions of the insurer(s) quoted, unless noted.

Special Terms and Subjectivities

Binding Requirements:	Executed Rejection/Acceptance TRIA Form	Required to Bind
	Executed SL Affidavit	Required to Bind
	Receipt and acceptance Underlying Binder PRIOR to binding	Required to Bind
	No Known Loss Letter	N/A

Additional Subjectivities:

- Special Terms:**
- Any scale down in capacity or net down of commission must be prior approved by underwriter.
 - Disclosure of any claims or occurrences which the applicant shall become aware of subsequent to the application date and prior to the inception date of cover for the quote.
 - Mid-term change requests must be confirmed and agreed by the underwriter. Any agreed changes are underwritten individually and are not necessarily bound by an 'account rate'

Conditions: N/A

In the event that the Wording/Lead Policy described above is not received within 60 days of binding, Risksmith will, at its sole option, issue notice of cancellation of coverage and/or issue replacement Wording that may restrict or reduce coverage.

A Carrier's Limit of Liability under this Policy will not exceed its proportion of the Limits of Liability as stipulated on this page of this Policy.

Further, Policy Sublimits as described here and/or in the Lead Policy are part of and not in addition to this Policy's limit of liability and apply in the aggregate per "occurrence" to all locations and for all coverages including Time Element.

If more than one sublimit is involved in an "occurrence", the specified sublimit for the peril involved is the maximum sublimit applicable per "occurrence".

Representation(s)

Coverage provided in this quote shall exclude all damage directly or indirectly caused by any named storm in existence at the time Risksmith receives a written request to bind unless otherwise agreed. Further, underwriters reserve the right to suspend this proposal if a covered location is in the vicinity of a geographical area threatened by an actual or pending named windstorm as designated by the U.S. National Weather Service, or any other governmental agency or body having the authority to make such declarations to be a hurricane, typhoon, tropical storm, or cyclone. Such suspension shall end 72 hours after the storm has cleared all perceived locations affected.

This indication/quote/binder is based on the information submitted to us, but may not be responsive to requests for coverage in any application or bid specification prepared by the applicant or its agent. This indication/quotation/binder is intended to provide a basic summary in general terms and will not change or replace the policy wording, terms or conditions of the insurer(s) quoted, unless noted.

Forms and Endorsements

LMA 9079 (09/13)	Texas Surplus Lines Notice
LMA 9080E (06/23)	Texas Complaints Notice (Surplus Lines)
NMA 2868 (05/24)	SLC-3 Certificate
rsspDec (08/22)	risksmith Insurance Services Declarations Page
rsEPDFF (05/23)	risksmith Excess Physical Damage Follow Form
rsPRCS (04/23)	Carrier Support Page
rsCIA 0003 (04/24)	Carrier Information Appendix
IL 00 17 (11/98)	Common Policy Conditions
IL P 001 (01/04)	U.S. Treasury Departments Office of Foreign Assets Control ("OFAC")
LMA 5393 (03/20)	Communicable Disease Endorsement
LMA 5401 (11/19)	Property Cyber and Data Exclusion
LSW 699 (02/98)	MEP Endorsement
LSW 1135B (06/03)	Lloyd's Privacy Policy Statement
MEP ES (07/20)	Minimum Earned Premium (Hurricane)
NMA 1257 (03/60)	Nuclear Incident Exclusion Clause, where applicable
POPrs (07/20)	Priority of Payments
rsXSCL 1012 (06/23)	Risksmith Excess Property Claims Notice
rsPRCOM 1011 (04/24)	Complaint Notice
RSCOMBOXS (06/2024)	Mandatory Property Endorsements
	NMA 2918 08/10/2001 War and Terrorism Exclusion Endorsement
	LMA 3200 10/05/2023 Sanctions Suspension Clause
	NMA 2341 24/11/1988 Land, Water and Air Exclusion
	NBCR 001 01/2022 Chemical, Biological, Nuclear and Radioactive Contamination Exclusion Clause
	NMA 2342 24/11/1998 Seepage and/or Pollution and/or Contamination Exclusion
	rsADPB 1006 04 2023 Asbestos, Dioxin, and Polychlorinated Biphenols Materials Exclusion
	rsVBE 1007 04 2023 Virus or Bacteria Exclusion
	LMA 5018 14/09/2005 Microorganism Exclusion (Absolute)
	rsME 1008 04 2023 Marijuana Exclusion
	LMA 5021 14/09/2005 Applicable Law (U.S.A.)
	LMA 5062 04/06/2006 Fraudulent Claim Clause
	rsPRASN 1009 03 2024 Assignment Form
	rsPRSOS 1010 03 2024 Various Companies Service of Suit Clauses
NMA 1331 - 90 (04/61)	Cancellation Clause - 90 Days Clause or per individual State
LMA 5096 (03/08)	Several Liability Clause (Combined Certificates)
LMA 5390 (01/20)	U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause
LMA 5583B (03/23)	Territorial Exclusion
rsOLLE 1005 (12/22)	Occurrence Limit of Liability Endorsement
rsPDE 1005 (03/23)	Pre-Existing Damage Exclusion
PN CW 01 0123 (02/23)	Fraud Warning Notice

This indication/quote/binder is based on the information submitted to us, but may not be responsive to requests for coverage in any application or bid specification prepared by the applicant or its agent. This indication/quotation/binder is intended to provide a basic summary in general terms and will not change or replace the policy wording, terms or conditions of the insurer(s) quoted, unless noted.

NAMED INSURED City of Alvin
RISKSMITH POLICY #
POLICY EFFECTIVE DATES 10/01/2024 to 10/01/2025

The coverage described in this policy is provided by the insurance carriers listed below; each for their share on a several and not joint basis.

LIMITS OF LIABILITY:

Carrier Designation	A	B	C	D	E	F
AOP						
Attachment Point	\$10,000,000	\$10,000,000	\$10,000,000	n/a	n/a	n/a
Detachment Point	\$25,000,000	\$25,000,000	\$25,000,000	n/a	n/a	n/a
% Share of Risk	10.00%	10.00%	5.00%	n/a	n/a	n/a
Windstorm						
Attachment Point	\$10,000,000	\$10,000,000	\$10,000,000	n/a	n/a	n/a
Detachment Point	\$25,000,000	\$25,000,000	\$25,000,000	n/a	n/a	n/a
% Share of Risk	10.00%	10.00%	5.00%	n/a	n/a	n/a
Earthquake /Earth Movement *As specified under Limits of Liability						
Attachment Point	n/a	n/a	n/a	n/a	n/a	n/a
Detachment Point	n/a	n/a	n/a	n/a	n/a	n/a
% Share of Risk	n/a	n/a	n/a	n/a	n/a	n/a
Flood						
Attachment Point	n/a	n/a	n/a	n/a	n/a	n/a
Detachment Point	n/a	n/a	n/a	n/a	n/a	n/a
% Share of Risk	n/a	n/a	n/a	n/a	n/a	n/a

LIMITS OF LIABILITY (Continued):

Carrier Designation	G	H	I	J	K	L
AOP						
Attachment Point	n/a	n/a	n/a	n/a	n/a	n/a
Detachment Point	n/a	n/a	n/a	n/a	n/a	n/a
% Share of Risk	n/a	n/a	n/a	n/a	n/a	n/a
Windstorm						
Attachment Point	n/a	n/a	n/a	n/a	n/a	n/a
Detachment Point	n/a	n/a	n/a	n/a	n/a	n/a
% Share of Risk	n/a	n/a	n/a	n/a	n/a	n/a
Earthquake /Earth Movement *As specified under Limits of Liability						
Attachment Point	n/a	n/a	n/a	n/a	n/a	n/a
Detachment Point	n/a	n/a	n/a	n/a	n/a	n/a
% Share of Risk	n/a	n/a	n/a	n/a	n/a	n/a
Flood						
Attachment Point	n/a	n/a	n/a	n/a	n/a	n/a
Detachment Point	n/a	n/a	n/a	n/a	n/a	n/a
% Share of Risk	n/a	n/a	n/a	n/a	n/a	n/a

This indication/quote/binder is based on the information submitted to us, but may not be responsive to requests for coverage in any application or bid specification prepared by the applicant or its agent. This indication/quotation/binder is intended to provide a basic summary in general terms and will not change or replace the policy wording, terms or conditions of the insurer(s) quoted, unless noted.

CARRIER DESIGNATION AND PREMIUM ALLOCATION:

Carrier Designation	Writing Company	Syndicate	UMR	Premium Attributable		Policy Number
A	Sutton Specialty Insurance Company	N/A - Section 2	n/a	40.00%	\$20,000	n/a
B	Certain Underwriters at Lloyds	AML2001	B1306C503382400	40.00%	\$20,000	n/a
C	Certain Underwriters at Lloyds	DUW1729 - E&S	B1306C503442400	20.00%	\$10,000	n/a
D	n/a	n/a	n/a	n/a	n/a	n/a
E	n/a	n/a	n/a	n/a	n/a	n/a
F	n/a	n/a	n/a	n/a	n/a	n/a
G	n/a	n/a	n/a	n/a	n/a	n/a
H	n/a	n/a	n/a	n/a	n/a	n/a
I	n/a	n/a	n/a	n/a	n/a	n/a
J	n/a	n/a	n/a	n/a	n/a	n/a
K	n/a	n/a	n/a	n/a	n/a	n/a
L	n/a	n/a	n/a	n/a	n/a	n/a

This indication/quote/binder is based on the information submitted to us, but may not be responsive to requests for coverage in any application or bid specification prepared by the applicant or its agent. This indication/quotation/binder is intended to provide a basic summary in general terms and will not change or replace the policy wording, terms or conditions of the insurer(s) quoted, unless noted.

FRAUD WARNING NOTICE

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Alabama	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
California	For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance that such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

This indication/quote/binder is based on the information submitted to us, but may not be responsive to requests for coverage in any application or bid specification prepared by the applicant or its agent. This indication/quotation/binder is intended to provide a basic summary in general terms and will not change or replace the policy wording, terms or conditions of the insurer(s) quoted, unless noted.

Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York	General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation. Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. WARNING: All Workers Compensation Insurance: Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of: 1. obtaining any benefit or payment, 2. increasing any claim for benefit or payment, or 3. obtaining workers' compensation coverage under the Administrative Workers' Compensation Act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.

This indication/quote/binder is based on the information submitted to us, but may not be responsive to requests for coverage in any application or bid specification prepared by the applicant or its agent. This indication/quotation/binder is intended to provide a basic summary in general terms and will not change or replace the policy wording, terms or conditions of the insurer(s) quoted, unless noted.

Pennsylvania	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.
Puerto Rico	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.
Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	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. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

This indication/quote/binder is based on the information submitted to us, but may not be responsive to requests for coverage in any application or bid specification prepared by the applicant or its agent. This indication/quotation/binder is intended to provide a basic summary in general terms and will not change or replace the policy wording, terms or conditions of the insurer(s) quoted, unless noted.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD \$ 25,000.00
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Insured: City of Alvin

Policyholder/Applicant's Signature

Print Name

Date

LMA9184 09 January 2020

This indication/quote/binder is based on the information submitted to us, but may not be responsive to requests for coverage in any application or bid specification prepared by the applicant or its agent. This indication/quotation/binder is intended to provide a basic summary in general terms and will not change or replace the policy wording, terms or conditions of the insurer(s) quoted, unless noted.

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

Sep 13, 2024

City of Alvin, Ref# 13092899-A
Proposed Effective 10/1/2024 to 10/1/2025

We are pleased to confirm the attached quotation being offered with Endurance American 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:	\$50,000.00
Policy Fee	\$500.00
Broker Fee	\$3,750.00
Inspection Fee	\$1,000.00
Surplus Lines Tax	\$2,679.63
Stamping Office Fee	\$22.10
 Grand Total:	 \$57,951.73

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 Insurance Services

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, and as necessary maintain proof of declination. 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.

SURPLUS LINES NOTICE

TEXAS

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS A 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 THIS 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 4.85% PERCENT TAX ON GROSS PREMIUM.

POLICYHOLDER NOTICE

U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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 website - <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.



City of Alvin - Property Quotation

September 11, 2024

To: Justin Purdy
CRC Insurance Services, Inc.
10375 Richmond
Suite 500
Houston, TX 77042

We are pleased to provide the following renewal Quotation:

Named Insured: City of Alvin
216 West Sealy Street
Alvin, TX 77511

Insurer: Endurance American Specialty Insurance Company
Non-Admitted Paper
A.M. Best Rating: A+ XV
Standard & Poor's Credit Rating: A+ (Strong)

Policy Period: From: October 01, 2024 To: October 01, 2025
(12:01 AM Standard Time on both dates at the address of the Named Insured noted above.)

Peril(s) Insured: All Risks of Direct Physical Loss or Damage excluding Equipment Breakdown, "Flood", Earth Movement and Earth Movement Sprinkler Leakage as per Policy Form, Endorsements and Exclusions attached.

Coverage(s): Buildings and Business Personal Property as per Policy Form, Endorsements and Exclusions attached.

Limit of Liability: \$3,750,000 part of \$15,000,000 Per Occurrence excess of \$10,000,000 Per Occurrence

Sublimits:

1. EARTHQUAKE:
 - a. \$NOT COVERED Annual Aggregate, for all insured locations, combined; further subject to:
 - b. N/A Annual Aggregate, for all insured locations in California
 - c. N/A Annual Aggregate, for all insured locations in Alaska
 - d. N/A Annual Aggregate, for all insured locations in Hawaii
 - e. N/A Annual Aggregate, for all insured locations in Pacific Northwest States
 - f. N/A Annual Aggregate, for all insured locations in New Madrid
2. FLOOD:
 - a. \$NOT COVERED Annual Aggregate, for all insured Locations, subject

- to the below, which is part of and not in addition to this limit:
- b. \$NOT COVERED Annual Aggregate as respects Flood for all Locations, combined, wholly or partially within Special Flood Hazard Areas.
- 3. NAMED STORM:
 - a. \$INCLUDED Regardless of the number of coverages, locations, or perils involved including, but not limited to, all wind, wind gusts, tornados, cyclones, hail, or rain, all arising out of a Named Storm, this is the maximum amount that will be paid per occurrence as respects any covered cause of loss.
 - 4. WIND DRIVEN PRECIPITATION:
 - a. \$500,000 per occurrence, for all insured locations, combined.
 - 5. ACCOUNTS RECEIVABLE \$100,000
 - 6. BACKUP OF SEWERS AND DRAINS \$100,000
 - 7. BUILDERS RISK \$100,000 Property in the course of construction or renovation, excluding soft costs
 - 8. DEBRIS REMOVAL
Total liability for debris removal per occurrence for all insured locations sustaining a covered cause of loss payable under this policy shall not exceed the lesser of:
 - a. 25% of the amount of covered physical loss or damage to covered property (excluding Time Element coverages), payable for all insured locations; or
 - b. \$500,000
 - 9. ELECTRONIC DATA AND MEDIA \$100,000
 - 10. ERRORS AND OMISSIONS \$100,000
 - 11. FINE ARTS \$25,000
 - 12. FIRE BRIGADE CHARGES \$15,000
 - 13. FUNGUS, MOLDS, MILDEW, SPORES, YEAST \$15,000 per Occurrence and Annual Aggregate
 - 14. LEASED OR RENTED EQUIPMENT \$25,000 But not to exceed:
\$1,000 any one item
 - 15. LEASEHOLD INTEREST \$25,000
 - 16. LIMITED POLLUTION COVERAGE \$25,000 Annual Aggregate

17. LOCK REPLACEMENT \$5,000
18. MISCELLANEOUS UNNAMED LOCATIONS \$100,000
Subject to all other sublimits contained herein.
19. NEWLY ACQUIRED PROPERTY 60 days
In no event will this policy pay more than: \$250,000
Subject to all other sublimits contained herein.
20. ORDINANCE OR LAW
 - a. Coverage A Included in BUILDING Limit
 - b. Coverage B The lesser of \$500,000 or 15% of BUILDING LIMIT per BUILDING
 - c. Coverage C The lesser of \$500,000 or 15% of BUILDING LIMIT per BUILDING
 - d. Coverage D (if covered) Included in Time Element
21. OUTDOOR PROPERTY \$500,000
22. PAIRS OR SETS \$5,000
23. PERSONAL PROPERTY OF OTHERS \$10,000
24. PLANTS, LAWNS, TREES OR SHRUBS \$50,000
Maximum for any one plant, lawn, tree, or shrub \$1,000
25. PROFESSIONAL FEES FOR ALL CLAIMS COMBINED \$10,000
Per Occurrence and Annual Aggregate
26. PROPERTY REMOVED FROM INSURED LOCATIONS \$10,000
27. PROTECTION AND PRESERVATION OF PROPERTY \$100,000
28. RECLAIMING, RESTORING or REPAIRING LAND IMPROVEMENTS \$10,000
29. REWARD REIMBURSEMENT \$25,000
30. SIDEWALKS, PAVED SURFACES, ROADWAYS 50,000
31. SPOILAGE \$5,000
32. TRANSIT \$10,000
33. UNDERGROUND PIPES, FLUES and DRAINS \$10,000
34. VALUABLE PAPERS OR RECORDS \$10,000

Time Element Coverages

35. ORDINARY PAYROLL 30 days
(Provided values are included in the Time Element values on Statement of Values)
36. BUILDER'S RISK SOFT COSTS \$50,000
37. CONTINGENT TIME ELEMENT
The lesser of days or \$100,000
38. EXTENDED PERIOD OF INDEMNITY 30 days
39. EXTRA EXPENSE \$100,000
40. INGRESS & EGRESS COVERAGE 30 days
But in no event will this policy pay more than: \$100,000
Subject to a 72-hour qualifying period.
41. INTERRUPTION BY CIVIL OR MILITARY AUTHORITY
restricting access to LOCATIONS 30 days
But in no event will this policy pay more than: \$100,000
Subject to a 72-hour qualifying period.
42. RENTAL VALUE Included
43. ROYALTIES \$10,000
44. SERVICE INTERRUPTION 3 weeks
But in no event will this policy pay more than: \$500,000
Subject to a 72-hour qualifying period.
45. TIME ELEMENT MONTHLY LIMITATION 1/12 monthly

Policy Premium:	\$50,000 Annual Premium (\$200,000 Gross Layer Premium)
	\$1,000 Inspection Fee
	\$51,000 Total

Producer is responsible for the payment and handling of any and all applicable Surplus Lines Taxes, Fees and Filings in the home state

Total Insurable
Values:

\$79,761,834

Location(s):

As per the schedule on file, dated October 01, 2024, totaling \$79,761,834

Deductibles: Named Storm: 3% of Total Insurable Values Per Building per occurrence, subject to \$100,000 minimum as respects Locations in: All Locations, as per Statement of Values on file with the Company.

All Other Wind/Hail: \$100,000 per occurrence

Wind Driven Rain: 3% of Total Insurable Values Per Building per occurrence, subject to \$100,000 minimum

Valuation

Provision(s): Property: Replacement Cost

Minimum Earned Premium:

25%
*Subject to the Hurricane Season Minimum Earned Premium Endorsement

Cancellation: Cancellation term is 60 days. Term is 14 days for reasons of non payment

Policy Forms and Endorsements:

Number	Title	Comments
SN 9040 0914 TX	SN - Texas	
PN 0001 0721	Office of Foreign Assets Control ("OFAC")	
SIL DS 001 0220	Common Policy Declarations	
ECP 0101 0508	Forms and Endorsements Schedule	
IL 1214 1220	Disclosure Pursuant To The Terrorism Risk Insurance Act	
IL 1204 0115	Cap On Losses From Certified Acts Of Terrorism	
ECP 0223 0523	Excess Property Form (Follow Form) (Subject to review and approval of primary policy)	
ECP 1324A 1220	Occurrence Limit of Liability Endorsement	
ECP 1331 1016	Definition of Occurrence Endorsement	
ECP 0504 0715	Flood Exclusion	
ECP 0501 0606	Absolute Pollution Exclusion	
ECP 0502 0606	Asbestos Exclusion	
ECP 0505 0606	Absolute Mold Exclusion	
ECP 0509 0416	Exclusion for Certain Computer Related Losses	
ECP 0507 0606	War And Military Action, Terrorism, and Nuclear, Biological Or Chemical Exclusion	
ECP 0513 0123	Cosmetic Roof Damage Exclusion	
ECP 0519 0817	Communicable Disease Exclusion	
ECP 0676 1021	Post-Loss Assignment Exclusion	
ECP 0520 1017	Pre-existing Damages Exclusion	
ECP 0526 0719	Communicable Or Infectious Disease Exclusion	
ECP 1323 0215	Hurricane Season Minimum Earned Premium Endorsement	
ECP 0102 0216	Sub-Limits of Liability Endorsement	
ECP 1329 0316	Amendment of Cancellation Endorsement	
ECP 1301 0616	Loss Adjustment Endorsement	
ECP 0300 0620	Waiver Removal	
ECP 1001 0606	General Change Endorsement	Adding Assigned Adjuster
PN 0025 0324 TX	Texas Important Notice	
ECP 1302 0214	Notice of Loss	
ECP 1307 0316	Service Of Suit Endorsement	
ECP 0685 0123	Roof Valuation Endorsement	

Number	Title	Comments
ECP 0684 0123	Total or Constructive Loss Earned Premium Condition	
IL 1008 0114	Signature Page	

Subjectivities:

1. Occurrence definition must include an hourly limit not to exceed 96 hours for Named Windstorm and up to 168 hours for Flood and Earthquake / Earth Movement
2. Satisfactory Inspection in compliance with any recommendations made subsequent to the inspection (if inspection is required)
3. Signed Terrorism Disclosure Form prior to binding

Comments:

1. Broker is responsible for filing and payment of surplus lines tax and any other fees or assessments required by law
2. Equipment Breakdown is excluded
3. For new business quoted between June 1 and November 30 that include locations within 100 miles of the Gulf or Atlantic Coast, we reserve the right to deny binding when a named storm is within the boundaries West of 70 degrees West Longitude and North of 15 degrees North Latitude.

Quotation Expires On: October 01, 2024

Please read the foregoing carefully. Terms and conditions may not correspond with the coverage specifications included with your submission material.

Endurance American Specialty Insurance Company**NOTICE TO BROKER****MANDATORY POLICYHOLDER DISCLOSURE
RE: TERRORISM INSURANCE COVERAGE**

WE ARE REQUIRED BY THE TERRORISM RISK INSURANCE ACT (TRIA), AS REAUTHORIZED AND AMENDED, TO PROVIDE POLICYHOLDERS WITH A CLEAR AND CONSPICUOUS DISCLOSURE OF THE PREMIUM WE ARE CHARGING FOR TERRORISM COVERAGE AND THE FEDERAL SHARE OF COMPENSATION FOR SUCH COVERAGE. THIS NOTICE MUST BE PROVIDED AT THE TIME OF OFFER, PURCHASE AND RENEWAL OF THE POLICY.

WE HAVE PROVIDED YOU WITH A NOTICE THAT MEETS THE ACT'S REQUIREMENTS. YOU ARE INSTRUCTED TO DELIVER A COPY OF THIS NOTICE TO OUR PROSPECTIVE INSURED WHEN YOU FORWARD OUR QUOTE.

TRIA TRIB 0115

**POLICYHOLDER DISCLOSURE****NOTICE OF TERRORISM INSURANCE COVERAGE**

Named Insured:	City of Alvin	Offer Date:	September 11, 2024
Policy Number:		Effective Date:	October 01, 2024
Insurance Company:	Endurance American Specialty Insurance Company		

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury--in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

DISCLOSURE OF FEDERAL PARTICIPATION:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

DISCLOSURE OF CAP ON LOSSES:

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE:

Your signature and the return of this notice are required prior to binding related commercial insurance coverage. Premium is based on exposures at policy inception and may change if exposures change during the policy term.

☐ I hereby elect to purchase certified acts of terrorism coverage for the prospective premium of: **\$0**

☐ 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.

Insured: _____ **Title:** _____ **Date:** _____

This Notice does **not** form a part of your insurance contract. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Privacy Notice for Insurance Applicants and Policyholders

At Sampo International we are committed to protecting your personal information and respecting the data protection and privacy rights you have under applicable law and regulations.

When you submit any information to us for the purpose of requesting information from us; about, or obtaining, our products or services; or otherwise, including any personal information, we will use the information in our insurance business to conduct our business and perform our legal obligations, including:

- (i) verifying your identity;
- (ii) preventing, investigating or reporting fraud or potential fraud, money laundering, terrorism, misrepresentation, security incidents, sanctions violations or any crime, all in accordance with applicable law and regulations;
- (iii) assessing, establishing and managing claims and arranging or entering into any appropriate settlements;
- (iv) managing, reporting and auditing our business operations;
- (v) recovering debt;
- (vi) developing, improving and protecting our products, services, website, systems and relationships with you;
- (vii) carrying out research, risk management and statistical analyses;
- (viii) establishing, exercising or defending legal claims; and
- (ix) meeting regulatory and compliance requirements.

With your permission, we may also use your contact details (including email address) to send you information about our products and services or other products and services provided by us or one of our group companies.

We may share your information for the purposes outlined above with:

- (i) our group companies;
- (ii) brokers, other insurers and underwriters;
- (iii) healthcare professionals;
- (iv) law enforcement authorities;
- (v) other government authorities;
- (vi) fraud prevention agencies; and
- (vii) third parties involved in any aspect of claims management including surveyors, loss adjusters, claims agents, solicitors and private investigators;
- (viii) parties that may have a financial interest in the insurance policy or claim;

- (ix) other service providers that may process your personal information on our behalf (for example, IT service providers that host or support our business and may have data that includes your personal information); and
- (x) others with your consent or in accordance with applicable law and regulations.

If you have provided information about another person, in doing so you confirm that you have such person's consent to provide the personal information to us, that you have told such person that you have provided the information to us and how we will use the personal information as described in this notice.

To the extent you have provided your consent, and your consent provides the basis for our use of the information, you may withdraw your consent at any time by contacting us as described below.

More details about how we use your personal information may be found on our website at www.sompo-intl.com. The website also provides additional information about your data protection rights, how you may access and update your personal information and other choices you have about how we use your personal information (including how to object to processing or withdrawing your consent at any time). If you have any questions regarding this notice, please contact us at:

Attn: Chief Compliance Officer Sompo International
Waterloo House
100 Pitts Bay Road
Pembroke HM08
Bermuda
Email: Privacy@sompo-intl.com

ENDORSEMENT

Named Insured: City of Alvin

Policy Number:

Endorsement

Endorsement

Effective Date: October 01, 2024

Number: N/A

12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the Insurer has met its deductible under the Terrorism Risk Insurance Act, the Insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

Notice includes copyrighted material of Insurance Services Office, Inc. with its permission.

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

Sep 13, 2024

City of Alvin, Ref# 13092866-A
Proposed Effective 10/1/2024 to 10/1/2025

We are pleased to confirm the attached quotation being offered with AXIS Surplus 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:	\$45,000.00
Policy Fee	\$500.00
Broker Fee	\$3,375.00
Surplus Lines Tax	\$2,370.44
Stamping Office Fee	\$19.55
 Grand Total:	 \$51,264.99

Option to Elect Terrorism Coverage

TRIPRA Premium: APPLIES \$45,000.00
Additional Taxes: \$2,200.50
Total Including TRIA(if elected) \$98,465.49

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 Insurance Services

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, and as necessary maintain proof of declination. 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.



Property Quotation

Issued 09/11/2024 Valid through 10/11/2024

Date:	9/11/2024
Broker:	JUSTIN PURDY CRC INSURANCE SERVICES INC [HOUSTON] 10375 RICHMOND AVENUE, SUITE 500 HOUSTON, TX 77042
Re:	Property Quotation
Quote No:	CRC214091R-1
Insuring Company:	AXIS Surplus Insurance Company
Insured:	City of Alvin 216 W Sealy St ALVIN, TX 77511
Coverage Date:	10/01/2024 - 10/01/2025
Policy Limits:	\$3,750,000 per Occurrence p/o \$15,000,000 per Occurrence
Excess Of:	\$10,000,000
Sub Limits:	

Sublimits shown are program sublimits. Axis liability is limited to our layer and participation in that layer.

NAMED STORM: \$INCLUDED Regardless of the number of coverages, locations, or perils involved including, but not limited to, all wind, wind gusts, tornados, cyclones, hail, or rain, all arising out of a Named Storm, this is the maximum amount that will be paid per occurrence as respects any covered cause of loss.

WIND DRIVEN PRECIPITATION: \$500,000 per occurrence, for all insured locations, combined.

ACCOUNTS RECEIVABLE \$100,000

BACKUP OF SEWERS AND DRAINS \$100,000

BUILDERS RISK \$100,000 Property in the course of construction or renovation, excluding soft costs

DEBRIS REMOVAL Total liability for debris removal per occurrence for all insured locations sustaining a covered cause of loss payable under this policy shall not exceed the lesser of:

a. 25% of the amount of covered physical loss or damage to covered property (excluding Time

Element coverages), payable for all insured locations; or

b. \$500,000



Property Quotation

Issued 09/11/2024 Valid through 10/11/2024

ELECTRONIC DATA AND MEDIA \$100,000
ERRORS AND OMISSIONS \$100,000
FINE ARTS \$25,000
FIRE BRIGADE CHARGES \$15,000
FUNGUS, MOLDS, MILDEW, SPORES, YEAST \$15,000 per Occurrence and Annual Aggregate

LEASED OR RENTED EQUIPMENT \$25,000 But not to exceed: \$1,000 any one item

LEASEHOLD INTEREST \$25,000
LIMITED POLLUTION COVERAGE \$25,000 Annual Aggregate
LOCK REPLACEMENT \$5,000
MISCELLANEOUS UNNAMED LOCATIONS \$100,000 Subject to all other sublimits contained herein.

NEWLY ACQUIRED PROPERTY 60 days In no event will this policy pay more than: \$250,000 Subject to all other sublimits contained herein.

ORDINANCE OR LAW
a. Coverage A Included in BUILDING Limit
b. Coverage B The lesser of \$500,000 or 15% of BUILDING LIMIT per BUILDING
c. Coverage C The lesser of \$500,000 or 15% of BUILDING LIMIT per BUILDING
d. Coverage D (if covered) Included in Time Element

OUTDOOR PROPERTY \$500,000
PAIRS OR SETS \$5,000
PERSONAL PROPERTY OF OTHERS \$10,000
PLANTS, LAWNS, TREES OR SHRUBS \$50,000 Maximum for any one plant, lawn, tree, or shrub \$1,000

PROFESSIONAL FEES FOR ALL CLAIMS COMBINED \$10,000 Per Occurrence and Annual Aggregate

PROPERTY REMOVED FROM INSURED LOCATIONS \$10,000
PROTECTION AND PRESERVATION OF PROPERTY \$100,000
RECLAIMING, RESTORING or REPAIRING LAND IMPROVEMENTS \$10,000
REWARD REIMBURSEMENT \$25,000
SIDEWALKS, PAVED SURFACES, ROADWAYS \$50,000
SPOILAGE \$5,000
TRANSIT \$10,000
UNDERGROUND PIPES, FLUES and DRAINS \$10,000
VALUABLE PAPERS OR RECORDS \$10,000

Time Element Coverages

ORDINARY PAYROLL 30 days



Property Quotation

Issued 09/11/2024 Valid through 10/11/2024

BUILDER'S RISK SOFT COSTS \$50,000
CONTINGENT TIME ELEMENT The lesser of 30 days or \$100,000
EXTENDED PERIOD OF INDEMNITY 30 days
EXTRA EXPENSE \$100,000
INGRESS & EGRESS COVERAGE 30 days But in no event will this policy pay more than: \$100,000 Subject to a 72-hour qualifying period.

INTERRUPTION BY CIVIL OR MILITARY AUTHORITY restricting access to LOCATIONS 30 days But in no event will this policy pay more than: \$100,000 Subject to a 72-hour qualifying period.

RENTAL VALUE Included
ROYALTIES \$10,000
SERVICE INTERRUPTION 3 weeks But in no event will this policy pay more than: \$500,000 Subject to a 72-hour qualifying period.

All are per Occurrence and are part of, not in addition to, the policy limits.

Primary Deductibles:

Except:

Windstorm:

Named - 1st Tier

3% of the Real and Personal Property, Personal Property of Others and Business Interruption total insured values at the time of loss or damage at the locations where the physical damage occurred subject to a minimum of \$100,000 in any one occurrence.

All Other Wind or Hail

\$100,000

All Deductibles are per Occurrence unless otherwise noted above or in the Policy Form.

Valuation:

Real and Personal Property - Replacement Cost
Business Interruption - Actual Loss Sustained

Coinsurance:

Information

Nil

Coverages:

Real & Personal Property
Business Interruption
Extra Expense

Perils:

Wind or Hail only including Named Windstorm

Forms:

Axis Excess DIC Form
Following StarStone lead form

Exclusions:

Asbestos, Mold/Fungus, Terrorism, Cyber, Pollution, Nuclear, Biological, Chemical, Fire Perils, Boiler and Machinery, Virus or Bacteria



Property Quotation

Issued 09/11/2024 Valid through 10/11/2024

	As more fully described in policy
Additional Terms:	Scheduled Limits of Liability 1/12th Monthly Limitation applies Actual Cash Value on Roof Coverings over 15 yrs. of age. Named Windstorm Minimum Earned Premium Endorsement applies
Total Insured Value:	\$79,761,834.00
Cancellation/Non-Renewal Clause:	Ninety (90) days notice of cancellation/non-renewal, except ten (10) days for non-payment of premium.
Terrorism:	This proposal includes coverage afforded by the Terrorism Risk Insurance Act, as amended (the "Act"). Our proposal includes a premium charge for this coverage from the effective date of our proposed policy through the end of the policy period. If you accept our proposal for coverage afforded by the Act, Endorsement Number AXIS TRIA 01 15 will apply. If you reject our proposal for coverage afforded by the Act, Endorsement Number AXIS TERROR EXCLUSION 01 06 will apply.
Premium:	
Policy Premium	\$45,000 35.00% Minimum Earned Premium at inception of coverage. The premium shown above does not include TRIA
TRIA Premium	\$45,000
Premium Payment:	Please consider this your invoice for accounting purposes. Premium is due 30 days from the effective date of the policy.
Additional Comments:	NON-ADMITTED PAPER - AXIS Surplus Insurance Company is non-admitted paper and the Broker is responsible for handling all Surplus Lines filings and fees. As a surplus lines broker, it is your responsibility to arrange for the payment of the appropriate surplus lines tax as well as the filings of any applicable tax affidavit.



Property Quotation

Issued 09/11/2024 Valid through 10/11/2024

Please review the quote carefully as there are terms and conditions different from your submission.

The quote is valid until 10/11/2024



Property Quotation

Issued 09/11/2024 Valid through 10/11/2024

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended (the "Act"), that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If, as a part of your policy, you also elect to purchase this terrorism coverage from us, you will be charged an additional premium of **\$45,000**.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED ABOVE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

NOTICE TO BROKER MANDATORY POLICYHOLDER DISCLOSURE RE: TERRORISM INSURANCE COVERAGE

We are required by the Terrorism Risk Insurance Act, as amended (the "Act"), to provide policyholders with clear and conspicuous disclosures. This notice must be provided at the time of offer and renewal of the policy.

We have provided you with a notice that meets the Act's requirements. You are instructed to deliver a copy of this notice to our prospective insured when you forward our quote.

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

Sep 13, 2024

City of Alvin, Ref# 13092876-A
Proposed Effective 10/1/2024 to 10/1/2025

We are pleased to confirm the attached quotation being offered with Great Lakes Insurance SE. 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:	\$50,000.00
Policy Fee	\$500.00
Broker Fee	\$3,750.00
Surplus Lines Tax	\$2,631.13
Stamping Office Fee	\$21.70
 Grand Total:	 \$56,902.83

<u><i>Option to Elect Terrorism Coverage</i></u>
TRIPRA Premium: APPLIES \$2,500.00
Additional Taxes: \$122.25
Total Including TRIA(if elected) \$59,525.08

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 Insurance Services

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, and as necessary maintain proof of declination. 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.



On behalf of Great Lakes Insurance SE, Rivington Partners is pleased to provide the following:

Property Quotation

Valid for Thirty (30) Days

Date: 9/11/2024

Submission Number: 198290

To: Justin Purdy
CRC - Houston, TX
10375 Richmond Avenue Ste. 500
Houston, TX 77042

Carriers: Great Lakes Insurance SE
A.M. Best Rated A+, Fitch AA, Moody's Aa3, S&P AA-

Named Insured: City of Alvin

Mailing Address: 216 W Sealy St, Alvin, TX 77511

Effective Date: October 1, 2024

Expiration Date : October 1, 2025

Perils Insured: Wind Only

TIV: \$79,761,834

Policy Limit: \$3,750,000 part of \$15,000,000 Per Occurrence Excess of \$10,000,000 Per Occurrence

SuLimits: Sublimits are a part of, and not in addition to the Limit(s) of Liability as shown within this Quotation:

If Flood and/or Earthquake are covered perils, their limits are per occurrence and in the annual aggregate.

CARRIER PARTICIPATION AND PREMIUM:

CARRIER	PARTICIPATION PERCENTAGE	LIMIT	NON- TERRORISM PREMIUM	TRIPRA PREMIUM (Optional)	BOILER & MACHINERY (INCLUDED)	TOTAL PREMIUM	INSPECTION FEES
Great Lakes Insurance SE	100%	\$3,750,000	\$50,000	\$2,500	N/A	\$52,500	N/A

No flat cancellation permitted and inspection Fee is 100% earned

Minimum Earned Premium: 35.00% of total written premium

Deductibles: As per the controlling underlying policy

Please read all terms and conditions shown above carefully as they may not conform to the specifications shown in your submission.
Coverage shall be subject to all terms and conditions of the policy to be issued which shall when delivered, replace the quote and binder.

Policy Form: Follow Form Excess plus endorsements
Coverages: Real Property and Business Personal Property
Locations: As per the current schedule on file with Rivington Partners
Co-Insurance: N/A

Valuation: Property Damage: Replacement Cost
Time Element: Actual Loss Sustained

POLICYHOLDER NOTICE: Several Liability Notice and Lines Clause. Each listed Company's obligations under this contract of insurance to which it, they subscribe(s) is several and not joint and is limited solely to the extent of each individual's subscription and not that of any other subscribing insurer. Each individual participant is not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

This insurance, being signed for \$3,750,000 part of \$15,000,000 Per Occurrence Excess of \$10,000,000 Per Occurrence insures only that proportion of any loss, whether total or partial, including but not limited to that proportion of associated expenses, if any, to the extent and in the manner provided to this insurance.

Schedule of Participation :

Company: Great Lakes Insurance SE

Participation Limit: \$3,750,000

Additional Conditions:

- Taxes, Fees and Filings (if applicable) are responsibility of the broker. Evidence of filing must be provided 15 days from date of binding.
- Please note the "Controlling underlying policy" means the insurance policy or policies designated as such in the Schedule of Underlying Insurance. If no policy is so designated, then the policy providing the layer of insurance immediately below this Policy's layer for a particular coverage, as shown in the Schedule of Underlying Insurance, will be deemed the "controlling underlying policy."
- Notice of Cancellation is 30 days, except Ten (10) days for Non-Payment Premium.
- This Quote is subject to disclosure of any claims or occurrences which may affect their policy which the applicant shall become aware of subsequent to the application data and prior to the inception date of coverage for this quote.
- Upon Binding, if Terrorism is rejected, we will need signed rejection by insured.
- Please be advised that the Broker is expected to comply with all state law requirements and your office is responsible for making State Surplus Lines Filings and remitting the applicable Surplus Lines taxes.
- Coverage may not be bound without confirmation in writing from Rivington Partners.
- The underlying controlling policy contains an absolute virus exclusion.
- GLISE does not cover any loss directly or indirectly caused by virus or disease and will apply the B&C CDEC 2021/01 Communicable Disease Exclusion Clause.
- Each sublimit stated in this policy and/or the controlling underlying policy is the maximum amount potentially recoverable from all insurance layers combined for all insured loss. This is more fully defined in the Sublimits of Liability Endorsement B&C SLE 2020/12

This Quotation shall be null and void in the event a Tropical Depression, Storm or Hurricane (Named or otherwise) is either active at the effective date of this offer or forms prior to the acceptance of Insurers to bind coverage. Subject to confirmation of Insurers, this Quotation may be reinstated, however Insurers reserve the right to amend the terms and conditions.

Please read all terms and conditions shown above carefully as they may not conform to the specifications shown in your submission. Coverage shall be subject to all terms and conditions of the policy to be issued which shall when delivered, replace the quote and binder.

Schedule of Forms/Endorsements:

- LPO348B 06/96 - EXCESS PHYSICAL DAMAGE FORM
- GLISE(i)(01.17) - GREAT LAKES INSURANCE SE PRIVACY POLICY STATEMENT
- IL P 001 01 04 - OFAC
- REF2962 - BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION
- BCM3A - MICROORGANISM EXCLUSION (MAP) (Absolute)
- LSW677 12/97 - OCCURRENCE DEFINITION AMENDMENT TO LPO348B
- B&C CDEC 2021/01 - COMMUNICABLE DISEASE EXCLUSION CLAUSE
- REF1191 - RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
- REF1998 - SERVICE OF SUIT CLAUSE (U.S.A.)
- B&C SLE 2020/12 - SUBLIMITS OF LIABILITY ENDORSEMENT
- REF3100 - SANCTION LIMITATION AND EXCLUSION CLAUSE
- REF 9079 - TEXAS SURPLUS LINES NOTICE
- REF 5401 - PROPERTY CYBER AND DATA EXCLUSION
- REF 2342 24/11/1998 - SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION
- REF2918 - WAR AND TERRORISM EXCLUSION ENDORSEMENT
- MEP - MINIMUM EARNED PREMIUM ENDORSEMENT
- Ref 2341 - LAND, WATER AND AIR EXCLUSION
- REF 9080D - Texas Complaints Notice
- REF 9079 (09/01/13) - TEXAS SURPLUS LINES NOTICE
- REF 5390 - U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

Notice: Surplus Lines Tax Filings

For non-admitted business placed on or after July 21, 2011 accounts with multi-state risks, we will require the taxes to be filed in the Insured's home state.

The "home state" is

- (i) the state in which an insured maintains its principal place of business or, in the case of an individual, the individual's principal residence; or
- (ii) if 100 percent of the insured's risk is located out of the State referred to in (i), the State to which the greatest percentage of the insured's taxable premium for the insurance contract is allocated.

Please be aware that self-procurements are never acceptable where Great Lakes Insurance SE is concerned. Policies filed by "self- procurement" will necessarily be cancelled.

Furthermore, only surplus lines licenses will be accepted as proof of filing despite the fact that some states will apparently accept tax monies filed under a P&C broker license.

Please consider how your surplus lines taxes will be lawfully filed before requesting a binder and provide the appropriate filer's information along with your request to bind.

IMPORTANT NOTE: The Home State of the Named Insured shall be determined in accordance with the provisions of the Non-admitted and Reinsurance Act of 2010, 15. U.S.C. §8201, *etc.* ("NRRA"), and the applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

Please note that this is a quote only, and the carrier reserves the right to amend or withdraw the quote, if new, corrected or updated information creating a material difference from the previously provided underwriting material is received.

A written request must be received in order to bind coverage. Any amendments to coverage must be specifically requested in writing.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the “Act”), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY(IES) PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$2,500.
	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.

Insured Name: City of Alvin

Insured Mailing Address: 216 W Sealy St, Alvin, TX 77511

Policyholder/Applicant’s Signature

Great Lakes Insurance SE
Insurance Companies

Print Name

Policy Number

Date

Please read all terms and conditions shown above carefully as they may not conform to the specifications shown in your submission.
Coverage shall be subject to all terms and conditions of the policy to be issued which shall when delivered, replace the quote and binder.

City of Dickinson
10/01/2020 to 10/01/2021
SOV - Submitted

* 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	\$3,518,582	\$767,556	\$4,286,138	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	
3	500k gal-Elevated Water Tank w/Fence	800 Dyche Ln	Alvin	TX	77511	Brazoria	3	Noncombustible	1987	n/a	0	\$2,061,179	\$0	\$2,061,179	0	X	
4	500k gal-Elevated Water Tank	5425 Mustang Rd	Alvin	TX	77511	Brazoria	3	Noncombustible	1987	n/a	0	\$2,129,470	\$0	\$2,129,470	0	X	
5	Office w/Garage	709 E House St	Alvin	TX	77511	Brazoria	3	Noncombustible	1981	2018	2	\$782,807	\$255,852	\$1,038,659	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	\$1,572,355	\$255,852	\$1,828,207	10,739	X	
7	Fire Substation w/25kw Generator/Comm Tower	110 Medic Ln	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1986	2016	1	\$383,541	\$38,378	\$421,919	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	\$3,655,849	\$233,161	\$3,889,010	18,273	X	
9	Shop #B	1100 W Hwy 6	Alvin	TX	77511	Brazoria	3	Noncombustible	1970	2014	2	\$436,707	\$63,963	\$500,670	3,150	X	
10	Office w/Warehouse #A	1100 W Hwy 6	Alvin	TX	77511	Brazoria	3	Noncombustible	1970	2014	2	\$1,485,500	\$77,509	\$1,563,009	14,855	X	
11	Museum w/Flag Pole	304 W Sealy St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1940	1980 & 2018	1	\$1,628,515	\$0	\$1,628,515	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	\$63,963	\$583,963	5,200	X	
13	Lab w/Office/Shelter/Equipment	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1984	1984*	1	\$3,175,710	\$639,630	\$3,815,340	3,416	X	
14	Blower Bldg w/Pumps/Motors/Equip	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1961	2009		\$297,429	\$639,630	\$937,059	616	A	
15	Service Facility #C	1100 W Hwy 6	Alvin	TX	77511	Brazoria	3	Noncombustible	1970	2014	2	\$405,800	\$63,963	\$469,763	4,058	X	
16	Senior Citizens Center	309 W Sealy St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1940	2006, 2015 & 2016	1	\$1,517,392	\$101,062	\$1,618,454	10,931	X	
17	Police Station/Comm Tower/Generator/Flag/Walls	1500 S Gordon St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1997	2018	1	\$4,701,939	\$2,558,520	\$7,260,459	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	\$268,523	\$0	\$268,523	1,050	X	
21	Playground Equipment	800 Shaw St	Alvin	TX	77511	Brazoria			1999	n/a	n/a	\$89,857	\$0	\$89,857	0	X	
22	Playground Equipment	2200 Westpark Dr	Alvin	TX	77511	Brazoria			1999	n/a	n/a	\$89,857	\$0	\$89,857	0	X	
23	Playground Equipment	1200 Newman St	Alvin	TX	77511	Brazoria			1999	n/a	n/a	\$89,857	\$0	\$89,857	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	\$361,676	\$0	\$361,676	2,151	X	
26	Equipment Shed/Storage	1100 W Hwy 6	Alvin	TX	77511	Brazoria	3	Noncombustible	1980	1999	1	\$577,600	\$25,585	\$603,185	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	\$748,811	\$12,793	\$761,604	0	A	
29	Restroom	2200 Westpark Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2001	2001	1	\$209,218	\$0	\$209,218	676	X	
30	Lighting	2200 Westpark Dr	Alvin	TX	77511	Brazoria			0	n/a	n/a	\$599,049	\$0	\$599,049	0	X	
31	Pump House at Pool w/Pumps/Equipment	919 Bayou Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2003	2003	1	\$177,769	\$0	\$177,769	576	A	
32	Lighting	1060 College Dr	Alvin	TX	77511	Brazoria			0	n/a	n/a	\$224,643	\$0	\$224,643	0	X	
33	Lighting	1500 W South St	Alvin	TX	77511	Brazoria			0	n/a	n/a	\$247,108	\$0	\$247,108	0	X	
34	Eastend Concession w/Restroom	2200 Westpark Dr	Alvin	TX	77511	Brazoria	3	Noncombustible	1975	1975	1	\$246,658	\$0	\$246,658	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	\$1,064,361	\$14,072	\$1,078,433	5,623	X	
39	Bath House/Restroom/Office	919 Bayou Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2003	2003	1	\$437,157	\$0	\$437,157	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	\$28,753	\$0	\$28,753	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	
46	Control Building	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1984	1984*		\$10,800	\$0	\$10,800	108	X	
47	Generator-500KW	7100 S CR 160	Alvin	TX	77511	Brazoria	7		0	n/a	0	\$262,082	\$0	\$262,082	0	A	
48	RES Pump Building	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1984	1984*		\$71,886	\$0	\$71,886	629	X	
49	Sulfur Dioxide Shed	7100 S CR 160	Alvin	TX	77511	Brazoria	1	Frame	1984	2009		\$42,000	\$0	\$42,000	336	A	
50	Chlorine Building	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1984	1984*		\$77,426	\$0	\$77,426	760	X	
51	Old Storage Building	7100 S CR 160	Alvin	TX	77511	Brazoria	1	Frame	1984	1984*		\$33,750	\$0	\$33,750	270	X	
52	Maintenance Shop	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1961	1961*		\$45,000	\$0	\$45,000	450	X	
53	Old Blower Building	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1961	1961*		\$76,800	\$0	\$76,800	768	X	
54	Generator - ONAN w/Cummins Engine	7100 CR 160 @ WWTP	Alvin	TX	77511	Brazoria			2011	n/a	0	\$134,786	\$0	\$134,786		A	
55	Generator - Energy Pac w/ISUZU Engine	1100 W Hwy 6 @ PSF1100	Alvin	TX	77511	Brazoria			2011	n/a	0	\$89,857	\$0	\$89,857		A	
56	Storage Bldg	709 E House St	Alvin	TX	77511	Brazoria	1	Frame	2001	2001	1	\$8,986	\$6,396	\$15,382		X	
57	Concession Stand at Bob Briscoe Park	3625 Natures Way (Bob Briscoe Park)	Alvin	TX	77511	Brazoria	1	Frame	2009	2010	1	\$374,407	\$63,963	\$438,370		AE	
58	500k gal Elevated Water Tower	3625 N Bypass	Alvin	TX	77511	Brazoria	3	Noncombustible	2009	n/a	0	\$2,545,960	\$0	\$2,545,960		AO	
59	Animal Control/Generator/Fence/Gate/Flag Pole	550 W Highway 6	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	2014	2014	1	\$2,169,742	\$447,741	\$2,617,483	7,271	AE	
60	Batting Cage	1060 College Dr	Alvin	TX	77511	Brazoria			2005	n/a	1	\$118,331	\$0	\$118,331	0	A	
61	Playground Equipment	3502 Mustang Rd	Alvin	TX	77511	Brazoria			2002	n/a	n/a	\$170,101	\$0	\$170,101	0	A	
62	Playground Equipment	1185 S Magnolia	Alvin	TX	77511	Brazoria			2009	n/a	n/a	\$73,956	\$0	\$73,956	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-Free Standing	1060 College Dr	Alvin	TX	77511	Brazoria	3	Noncombustible	1999	n/a	n/a	\$170,101	\$0	\$170,101	0	A	
67	Fence-Free Standing	1500 W South St	Alvin	TX	77511	Brazoria	3	Noncombustible	2000	n/a	n/a	\$48,811	\$0	\$48,811	0	A	
68	Rotary Pavilion	1185 S Magnolia	Alvin	TX	77511	Brazoria	3	Noncombustible	2011	2011	n/a	\$72,477	\$0	\$72,477	0	A	
69	Bridge	1185 S Magnolia	Alvin	TX	77511	Brazoria	3	Noncombustible	2003	n/a	n/a	\$165,663	\$0	\$165,663	0	A	
70	Park Pavilions	919 Bayou Dr	Alvin	TX	77511	Brazoria	3	Noncombustible	2011	2003	n/a	\$72,477	\$0	\$72,477	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	

**City of Dickinson
10/01/2020 to 10/01/2021
SOV - Submitted**

72	Fence-Free Standing (Dog Park)	3625 Briscoe Dr	Alvin	TX	77511	Brazoria	3	Noncombustible	2013	n/a	n/a	\$44,373	\$0	\$44,373	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	\$103,539	\$0	\$103,539	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		\$15,487,062	\$959,445	\$16,446,507	29,926				
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	\$106,131	\$0	\$106,131					
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					
83	Recreation Center	3201 Hwy 35	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2007		1	\$12,832,160	\$1,030,000	\$13,862,160	30,000	X			
TOTALS:												\$71,442,800	\$8,319,034	\$79,761,834					

Signature: _____

Title: _____

Date _____

Market responses

- **AmRisc:** Quoted \$25M Primary for \$665K plus taxes and fees
- **Arch:** Excess Only based on location and able to compete with targeted pricing
- **Arris:** Indicated \$300K for \$15M x \$10M layer
- **Arrowhead:** Excess Only, \$40M minimum attachment point
- **Aspen:** Excess Only due to location and unable to compete with target pricing
- **AWAC:** declined, not targeting TX-only exposures
- **AXA XL:** declined due to wind-only exposures
- **Beazley:** May be able to follow CORE's terms but cannot better them
- **Berkshire Hathaway Specialty:** Excess Only, indicated \$600K+ to consider a primary
- **Catalytic:** Declined due to ancillary and NC construction on the schedule
- **CNA:** Declined, unable to compete with target pricing
- **CoAction:** Excess only due to location and exposure and would need over \$200K premium to consider
- **CrossCover:** Declined due to frame and outdoor exposure
- **Crum & Forster:** Excess Only, unable to better current pricing
- **Ethos:** Would require at least 5% deductibles to consider
- **Intact:** Excess Only, would need to attach at \$30M
- **Ironshore:** Quoted \$10M Primary for \$500,000 LP - 20% participation
- **James River:** Excess Only, unable to better current pricing
- **Kinsale:** Excess Only but unable to compete with target pricing
- **Lancashire:** can match lead primary pricing but cannot better
- **Lloyds of London:** Indicated \$10M Primary with 5% Wind deductibles starting at \$725,000 LP
- **Markel:** Excess Only, would want \$250K+ premium
- **McGill:** Unable to compete with target terms/pricing
- **Palomar:** Declined due to single peril coverage
- **Paragon:** Excess Only, indicated \$225K+
- **Risk Smith:** Quoted \$15m XS \$10m for \$200k GLP – 25% participation
- **RLI:** Not interested in targeted terms; can consider excess but can't compete with current pricing
- **RSUI:** declined due to location (Brazoria Co.)
- **Seneca:** declined due to location
- **Spectrum:** declined, can't get to target pricing in the primary
- **Swiss Re E&S:** Excess Only but unable to compete
- **Velocity:** Unable to compete with target terms/pricing; would need at least 5% wind deductibles
- **Westchester:** indicated \$10M Primary starting at \$575,000 LP – 25% participation
- **Westfield:** Quoted \$10M Primary for \$475,000 LP - 30% participation
- **WRB:** Excess Only but pricing is coming in higher than targeted
- **Zurich E&S:** Unable to compete with target terms