

MEMORANDUM

November 9, 2011

TO:

Board of Mayor and Aldermen

FROM:

Eric Stuckey, City Administrator

Shirley Harmon, H.R. Director Rodney Escobar, Risk Manager

SUBJECT:

New Property Insurance Coverage for the Police Headquarters "Green Building"

Purpose

The purpose of this memorandum is to provide the information to the Board of Mayor and Aldermen (BOMA) to consider the approval of new property insurance coverage for the Police Headquarters "Green Building."

Background

The City of Franklin Police Headquarters is an sustainable building, which requires a Leadership in Energy and Environmental Design certification (LEED). The City of Franklin recognizes their efforts and the importance of reducing the City's carbon footprint by maintaining the Police Headquarters green technologies through the LEED certification. With maintaining the LEED system there is an Increased Cost Percentage Factor, due to the specific building materials used for this system. These increased expenses would be significant if repairs or replacements are needed caused by damage to the building. A cost that is not covered by the City's current insurance provider is the recertification of the LEED system. The Travelers Insurance Increased Cost Percentage Factor is 2% of the building value or up to \$543,250 in additional expense coverage.

Furthermore, the City of Franklin's insurance provider currently has an aggregate of 1.5 million for earthquake insurance coverage for all of the City's insured buildings, which is insufficient coverage. This new policy from Travelers Insurance will allow the City of Franklin to have the needed sufficient coverage for any loss to this building involving an earthquake. The coverage for earthquake insurance for the Police Headquarters will be \$3 million. Risk Management is reviewing other options for receiving additional earthquake coverage for all City buildings. Risk Management is estimating that the City of Franklin will need earthquake coverage that will total a minimum of 15% of the actual value of all of the City buildings.

Financial Impact

The premium the City of Franklin has paid for the Police Headquarters for 2011-2012FY was \$16,585. The City would be refunded approximately \$8,292.50. The premium for this coverage with Travelers will be \$22,735 with credits for a half a year coverage which will total approximately \$11,367.50. Therefore, the actual cost for the premium will be approximately \$3,075.

Failing to have sufficient insurance coverage will cost the City of Franklin \$119,000 if the LEED system needed to be re-certified. Also, if an earthquake or aftershock did occur, having 10% coverage of earthquake insurance will help offset any loss of damages to the Police Headquarters. Attached to this form is the additional insurance coverage's that will apply to this policy.

Options

Option#1: Stay with current insurance policy. Option#2: Accept new insurance policy.

Recommendation

Accepting option #2, which will provide the needed insurance coverage for the LEED system and Police Headquarters, is recommended.

Location Schedule

1 1 POLICE STATION

900 COLUMBIA AVENUE, FRANKLIN, TN 37064

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Deluxe Property Coverage Part Schedule - Specific Limits - Described Premises

Insurance applies only to a premise location and building number and to a coverage for which a Specific Limit of Insurance is shown on schedule.

Coinsurance Provision:

Coinsurance does not apply to any Building, Personal Property or Stock coverage for which a Specific Limit of Insurance applies as shown on schedule. Exception:

Building(s)

Your Business Personal Property

Valuation Provision:

Replacement cost (subject to limitations) applies to any types of covered property shown on schedule. Exception:

Optional Coverages	Limits of Insurance
Personal Property at Undescribed Premises: At any one Exhibition At any one Installation At any other Not Owned, Leased or Regularly Operated Premises	\$50,000 Not Covered \$50,000
Personal Property in Transit In any one conveyance by:	
Common or Contract Carrier Railroad Air Carrier	\$50,000 \$50,000 \$50,000
Insured's Vehicles Watercraft In any one occurrence:	\$50,000 \$50,000 \$50,000

Page 11 Print Date: 11/02/11

Deluxe Property Coverage Form - Additional Coverage & Coverage Extensions

The following Limits of Insurance are included in the coverage form and apply in any one occurrence unless otherwise stated. Revised limits, if any, will be stated in the column on the right.

	Limits of Insurance	Revised Limits of Insurance
Accounts Receivable:	***************************************	en a to a period a division day
On premises	\$25,000	\$100,000
In transit or at undescribed premises	\$10,000	\$100,000
Appurtenant Buildings and Structures	\$100,000	
Claim Data Expense	\$25,000	
Debris Removal (additional limit)	\$250,000	
Expediting Expense	\$25,000	
Extra Expense	\$10,000	
Fine Arts	\$50,000	
Fire Department Service Charge	Policy Limit	
Fire Equipment Discharge	Policy Limit	
Newly Constructed or Acquired Property:		
Buildings - each	\$2,000,000	
Personal Property at each premises	\$1,000,000	
Ordinance or Law	\$250,000	
Outdoor Property	\$25,000	
Overseas Business Travel - Personal Property	\$25,000	
Personal Effects	\$25,000	
Personal Property at Undescribed Premises - Limited*	\$10,000	
Personal Property in Transit - Limited*	\$10,000	
Pollutant Clean-Up and Removal - Aggregate	\$100,000	
Preservation of Property	Policy Limit	
Reward Coverage	\$25,000	
Theft Damage to Rented Property	Policy Limit	
Valuable Papers:		
On premises	\$25,000	\$500,000
In transit or at undescribed premises	\$10,000	\$500,000
Water Damage, Other Liquids, Powder or Molten Material Damage	Policy Limit	

^{*}Does Not Apply if a Limit is Shown Previously

Deluxe Business Income Coverage Form (And Extra Expense) - Described Premises

Premises	Building	Limits of
Location No.	No.	Insurance
001	001	See Schedule

Coinsurance percentage applicable: 50

Rental Value: Included
Ordinary Payroll: Included

Extended Business Income: 90 days

Deluxe Business Income - Additional Coverages And Coverage Extension

The following Limits of Insurance are included in the coverage form and apply in any one occurrence unless otherwise stated. Revised limits, if any, will be stated in the column on the right.

	Limits of Insurance	Revised Limits of Insurance
Business Income from Dependent Property	\$100,000	
Claim Data Expense	\$25,000	
Newly Acquired Locations	\$500,000	
Ordinance or Law - Increased Period of Restoration	\$250,000	

Causes Of Loss - Earthquake

	Occurrence Limit	Annual Aggregate Limit
01. Applies at the following Building(s) numbered:		
001	\$3,000,000	\$3,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay during each annual period is the largest of the Annual Aggregate Limits shown.

Causes Of Loss - Broad Form Flood

	Occurrence Limit	Annual Aggregate Limit	
01. Applies at the following Building(s) numbered:			
001	\$3,000,000	\$3,000,000	

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay during each annual period is the largest of the Annual Aggregate Limits shown.

EXCESS OF LOSS LIMITATION

 The Excess of Loss Limitation applies to Covered Property at all premises locations and buildings included in and subsequently endorsed to this policy, which are situated in any type of Zones prefixed A or V as designated by the National Flood Insurance Act of 1968 (or any subsequent amendment) unless otherwise indicated below.
 No coverage for Zones prefixed A or V

Cause of Loss - Equipment Breakdown

The insurance provided for loss or damage caused by or resulting from Equipment Breakdown is included in, and does not increase the Covered Property, Business Income, Extra Expense, and/or other coverage Limits of Insurance that otherwise apply under this Coverage Part.

Coverage Extension:	Limits of Insurance	Revised Limits of Insurance
Spoilage	\$25,000	\$250,000
Limitations:	Limits of Insurance	Revised Limits of Insurance

Consult Policy for Actual Terms and Conditions

Page 14 Date of Proposal: Print Date: 11/02/11 Ammonia Contamination Hazardous Substance CITY OF FRANKLIN \$25,000

\$25,000

\$250,000

Utility Services

Limits of Insurance

Direct Damage - in any one occurrence

\$50,000

Coverage is provided for the following:

Water Supply Communication Supply Power Supply

Overhead Transmission Lines are excluded.

Public Sector Services Additional Coverage Endorsements

Spoilage Coverage Extension DX T3 15	Limits of insurance \$10,000
Sewer or Drain Backup Amendment DX T4 45	\$50,000
Public Entity Property Extensions DX T4 47:	
Confiscated Property	\$100,000
Street Lights - each item	\$2,500
Street Lights - maximum per occurrence	\$50,000
Street Signs - each item	\$2,500
Street Signs - maximum per occurrence	\$50,000
Traffic Signs and Lights – each item	\$2,500
Traffic Signs and Lights - maximum per occurrence	\$50,000
Stadium Lights - each item	\$2,500
Stadium Lights - maximum per occurrence	\$50,000

Deductibles:

By Earthquake:

Percentage

Occurrence

01. In any one occurrence, at the following Building(s) numbered:

001

\$25,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations.

Date of Proposal:

By Flood:

Occurrence

01. In any one occurrence, at the following Building(s) numbered:

001

\$25,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations.

To Utility Services:

Direct Damage in any one occurrence:

\$2,500

To Valuable Papers:

In any one occurrence:

\$5,000

Business income:

As respects Business Income Coverage, for which no other deductible is stated above, a 72 hour deductible applies.

By Any Other Covered Loss:

In any one occurrence:

\$25,000

Amendments:

VACANCY RESTRICTION	DX T3 10
CAUSE OF LOSS-EQUIPMENT BREAKDOWN	DX T3 19
FUNGUS,ROT,BACTERIA CAUSE OF LOSS	DX T3 97
ELECTRONIC VANDALISM LIMITATION ENDT	DX T3 98
GREEN BUILDING COVERAGE ENHANCEMENTS - 2%	DX T4 12
CRIME ADDITIONAL COVERAGES	DX T4 15
PERS PROPERTY OUTSIDE COVERAGE TERRITORY	DX T4 23
EXCL OF CERTAIN COMPUTER REL LOSSES	IL T3 55
CAP ON LOSSES CERTIFIED ACT OF TERRORISM	IL T3 79
EXCL. OF LOSS DUE TO VIRUS OR BACTERIA	IL T3 82

Rating Basis

Rating Basis is Based on 100% Values for Blanket Locations plus Scheduled Locations Limits plus Time Element Limits.

Total Rating Basis:

\$29,992,687

Rate:

.064999

Premium for Policy Period:

\$20,985

Consult Policy for Actual Terms and Conditions

TRAVELERS

Page 17

Date of Proposal:

Note: The Premium shown above includes the premium charged for Equipment Breakdown coverage. The premium for Equipment Breakdown coverage is \$1,490.

If you elect not to purchase Equipment Breakdown coverage, please contact your Account Executive and a revised quote without Equipment Breakdown coverage will be sent to you.

CITY OF FRANKLIN

DELUXE PROPERTY COVERAGE PART SCHEDULE -

SPECIFIC LIMITS

Prem	Bldg.	Description of Coverage	Limits of
		or Property	Insurance
1	1	Business Income	\$1,000,000
1	1	Your Business Personal Property	\$1,830,187
1	1	Buildings	\$27,162,500

Inland Marine

IM PAK

State	Premises / Bldg Number	Coverage	L	imits of Insurance. & Deductibles
		Scheduled Property	\$	
		Unscheduled Items	\$	500,000
		Flood Limit of Insurance	\$	500,000
		Flood Annual Aggregate Limit of Insurance	\$	500,000
		Earth Movement Limit of Insurance Earth Movement Annual Aggregate Limit of	\$	500,000
		Insurance	\$	500,000
		Basic Deductible	\$	5,000
		Flood Deductible	\$	25,000
		Earth Movement Deductible	\$	25,000
		Windstorm Deductible	\$	5,000
CAP ON LOS	SSES CERT	MPUTER REL LOSSES TIFIED ACT OF TERRORISM O VIRUS OR BACTERIA		IL T3 55 IL T3 79 IL T3 82

ADDITIONAL COVERAGE INFORMATION

Other

Consult Policy for Actual Terms and Conditions

Gross Premium:

\$1,750

Terrorism Risk Insurance Act of 2002 Disclosure

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(I) of the Act to mean any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State 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.

The Federal Government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the Federal Government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses for coverages other than workers' compensation is included in the total premium for each coverage indicated in the premium schedule. The charge for this exposure for workers' compensation is an additional premium, which is reflected in the premium schedule. The charge for each coverage is indicated below and/or on the premium schedule, and does not include any charge for the portion of losses covered by the Federal Government under the Act.

Coverage	Included Charge For Insured Losses
Deluxe Property	3% of the total Deluxe Property Coverage premium.
All other coverages subject to TRIA	1% of the applicable premium.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183

Page 23 Date of Proposal:

Payme	nt	P	lan	
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Estimated Premium Due*

Direct Billing

The estimated gross premium due is \$22,735, which represents all lines of insurance and additional services detailed in this proposal, to be billed as follows:

Due Date	Gross Amount	Type	
11/15/2011	\$22,735	Prepaid	

^{*}The estimated premium shown above may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding.

If there are changes in your coverages or exposures during the policy year which result in a material change in your premium, we will adjust the amount due on all future installments for this policy term. Other changes during the year which are not material, will be billed at audit.

Bills are sent approximately 45 days in advance of the due date. Remittance envelopes are included for mailing to our lock box for prompt crediting to your account. All bills are due and payable on the indicated due date.

Premium Schedule

Coverage		Gross Premium
Deluxe	. · · · · · · · · · · · · · · · · · · ·	\$20,985
Inland Marine		\$1,750
	TOTAL	\$22,735

Note: The estimated premium shown above may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding.

Сочетаде	Commission %
Deluxe	12.50
Inland Marine	12.50

Note: It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Date of Proposal:
Print Date: 11/02/11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT

GREEN BUILDING COVERAGE ENHANCEMENTS

This endorsement modifies insurance provided under the following:

DELUXE PROPERTY COVERAGE FORM

DELUXE BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE)

DELUXE BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE) - COLLEGES AND SCHOOLS

DELUXE BUSINESS INCOME COVERAGE FORM (WITHOUT EXTRA EXPENSE)

DELUXE EXTRA EXPENSE COVERAGE FORM

DELUXE EXTRA EXPENSE COVERAGE FORM - COLLEGES AND SCHOOLS

SCHEDULE

Green Building Alternatives – Increased Cost Percentage:

%

A. DEFINITIONS

As used in this endorsement:

- "Green" means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize the environmental impact.
- "Green Authority" means a recognized authority on green building or green products, materials or processes.

B. CHANGES TO THE DELUXE PROPERTY COVERAGE FORM

- The following coverages are added to Section A.4., Additional Coverages:
 - a. Green Building Alternatives Increased Cost
 - (1) If direct physical loss or damage by a Covered Cause of Loss occurs to a Covered Building, we will pay for:
 - (a) The reasonable additional cost you incur to repair or replace the lost or damaged portions of the building using products or materials that:
 - (I) Are "green" alternatives to the products or materials of the lost or damaged property, in accordance with the documented standards of a "Green Authority"; and

 (ii) Are otherwise of comparable quality and function to the damaged property;

and

- (b) The reasonable additional cost you incur to employ "green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the lost or damaged building, in accordance with the documented standards of a "Green Authority".
- (2) The insurance provided under this Additional Coverage applies only if replacement cost valuation applies to the lost or damaged building and then only if the building is actually repaired or replaced as soon as reasonably possible after the loss or damage.
- (3) The insurance provided under this Additional Coverage does not apply to any building that has been vacant for more than 60 consecutive days before the loss or damage occurs.

Under this Additional Coverage, a building is considered vacant when less than 31% of its square footage is:

(a) Rented to a lessee or sub-lessee and used by the lessee or sub-

- lessee to conduct its customary operations; or
- (b) Used by the building owner to conduct customary operations.
- (4) The most we will pay for the additional cost incurred with respect to each building in any one occurrence under this Additional Coverage is determined by multiplying:
 - (a) The Green Building Alternatives
 Increased Cost Percentage shown in the Schedule of this Endorsement; times
 - (b) The lesser of:
 - (i) The amount we would otherwise pay for the direct physical loss of or damage to the building, prior to application of any applicable deductible; or
 - (ii) The value you reported to us for the building, as stated on the latest Statement of Value or other documentation on file with us prior to the loss or damage.

This is additional insurance.

b. Green Building Reengineering and Recertification Expense

- (1) If, as a result of direct physical loss or damage by a Covered Cause of Loss to a Covered Building, the preloss level of "green" building certification by a "Green Authority" on the building is lost, we will pay for the following reasonable additional expenses you incur to re-attain the preloss level of "green" building certification from that "Green Authority":
 - (a) The reasonable additional expense you incur to hire a qualified engineer or other professional required by the "Green Authority" to be involved in:
 - (I) Designing, overseeing or documenting the repair or replacement of the lost or damaged building; or

(II) Testing and recalibrating the systems and mechanicals of the lost or damaged building to verify that the systems and mechanicals are performing in accordance with the design of such systems and mechanicals or the specifications of the manufacturer:

and

- (b) The reasonable registration and recertification fees charged by the "Green Authority".
- (2) This Additional Coverage applies to the additional expenses described above that you incur to achieve the pre-loss level of "green" building certification in accordance with the standards of the "Green Authority" that exist at the time of repair or replacement, even if the standards have changed since the original certification was achieved.
- (3) The most we will pay in any one occurrence under this Additional Coverage for:
 - (a) All expenses incurred with respect to each building is 5% of the sum of:
 - (I) The amount we pay for the direct physical loss of or damage to the building, including any amount paid under the Green Building Alternatives – Increased Cost Additional Coverage; and
 - (II) The deductible amount applied to the loss payment for direct physical loss or damage to the building;
 - (b) All expenses incurred, regardless of the number of buildings involved, is \$25,000.

This is additional insurance.

2. The following coverage is added to Section A.5., Coverage Extensions:

Vegetative Roofs

 When this policy covers Building(s), you may extend the insurance that applies to Covered Buildings to apply to direct physical loss of or damage to vegetative roofs on the Covered Buildings caused by or resulting from a Covered Cause of Loss.

- **b.** Under the Deluxe Property Coverage Form, the:
 - Exclusion of trees, shrubs, plants and lawns outside of buildings under paragraph p. of Section A.3., Property and Costs Not Covered; and
 - (2) The insurance provided for trees, shrubs, plants and lawns outside of buildings under the Outdoor Property Coverage Extension in Section A.5.f.;

do not apply to vegetative roofs.

- c. All of the exclusions that apply to loss or damage to Buildings apply to loss or damage to vegetative roofs on such buildings. In addition, we will not pay for loss or damage to vegetative roofs caused by or resulting from:
 - (1) Dampness or dryness of atmosphere;
 - (2) Changes in or extremes of temperature; or
 - (3) Rain, snow, sand, dust, ice or sleet.
- d. The insurance provided under this Extension is included in, and does not increase, the Limit of Insurance that applies to the building that the vegetative roof is on.
- 3. The following provision is added to the Loss Payment Loss Condition in Section F.4.:

Except as specifically provided under the:

- a. Green Building Alternatives Increased Costs Additional Coverage; and
- Green Building Reengineering and Recertification Expense Additional Coverage:

the cost to repair, rebuild or replace does not include any increased cost incurred to reattain a pre-loss level of "green" building certification from a "Green Authority".

C. CHANGES TO THE DELUXE BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE), THE DELUXE BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE) -

COLLEGES AND SCHOOLS, THE DELUXE BUSINESS INCOME COVERAGE FORM (WITHOUT EXTRA EXPENSE), THE DELUXE EXTRA EXPENSE COVERAGE FORM AND THE DELUXE EXTRA EXPENSE COVERAGE FORM - COLLEGES AND SCHOOLS

 The following coverage is added to Section A.3., Additional Coverages:

Green Building Alternatives – Increased Period of Restoration

If direct physical loss or damage by a Covered Cause of Loss occurs to a building at the described premises, coverage is extended to include the amount of actual and necessary loss you sustain during the reasonable and necessary increase in the "period of restoration" that is incurred to:

- a. Repair or replace the lost or damaged portions of the building using products or materials that:
 - (1) Are "green" alternatives to the products or materials of the lost or damaged property, in accordance with the documented standards of a "Green Authority"; and
 - (2) Are otherwise of comparable quality and function to the damaged property;

and

b. Employ "green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the lost or damaged building, in accordance with the documented standards of a "Green Authority";

subject to a maximum of 30 additional days from the date the "period of restoration" would otherwise have ended.

This Additional Coverage is included in, and does not increase, the applicable Limit of Insurance.

- 2. Under the DEFINITIONS in:
 - a. Section H. of the DELUXE BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE), the DELUXE BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE) COLLEGES AND SCHOOLS and the DELUXE BUSINESS INCOME COVERAGE

- FORM (WITHOUT EXTRA EXPENSE); and
- b. Section E. of the DELUXE EXTRA EX-PENSE COVERAGE FORM and the DELUXE EXTRA EXPENSE COVER-AGE FORM - COLLEGES AND SCHOOLS;

the following is added to the definition of "period of restoration":

"Period of restoration" does not include any increased period required to re-attain a preloss level of "green" building certification from a "Green Authority". But this does not apply to any increase in the "period of restoration" otherwise insured under the Green Building Alternatives — Increased Period of Restoration Additional Coverage.