

NOTICE OF REGULAR MEETING
OF THE
CHICKASHA CITY COUNCIL

In compliance with Title 25, Oklahoma Statutes, Section 301-314, the Oklahoma Open Meeting Act, including the posting of notice and agenda, be advised that the Chickasha City Council, Chickasha Municipal Authority, and Chickasha Municipal Airport Authority of the City of Chickasha, Oklahoma, will conduct a **REGULAR MEETING ON MONDAY, DECEMBER 1, 2025, AT 6:30 PM**. Said meeting will be held in the Council Chambers, City Hall, 117 North 4th Street, Chickasha, Oklahoma.

The City of Chickasha encourages participation from all its citizens. If participation is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

Agenda items are attached.

I, Susan M. McDaniel, City Clerk, posted this Agenda on the official City of Chickasha bulletin board in the Municipal Building, 117 North 4th Street Chickasha, OK, 73018, which is accessible to the public twenty-four hours each day at 4:30 p.m. on Wednesday, November 26, 2025.

Susan M. McDaniel

Susan McDaniel, CMC - City Clerk

Sworn to and subscribed before me on this 26th day of November 2025.

My Commission Expires: 10-1-2026



Tracey Lynn Austin

Notary Public, State of Oklahoma

CHICKASHA CITY COUNCIL

AGENDA

LOCATION OF MEETING

CITY HALL COUNCIL CHAMBERS

117 NORTH FOURTH STREET

CHICKASHA, OKLAHOMA 73018

TIME OF MEETING

6:30 PM

DATE OF MEETING

DECEMBER 1, 2025

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

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1. **Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance.**

2. **Citizen Comments.**

3. **Council Communications.**
 - a. Judge Chaffin will administer the Police Officer's Oath of Office to Cameron Anderson.
 - b. Fire Department promotion ceremonies - John Seyler promotion to Captain and Justin Allen promotion to Driver.

4. **Consent Docket:**

- a. Acceptance of the Minutes of the November 17, 2025, regular meeting.
- b. Acceptance of Claims List.
- c. Accept the 2026 Safe Oklahoma Grant Award for the Police Department
- d. Accept Oklahoma Internet Crimes Against Children MOU
- e. Accept property use agreement between the City of Chickasha and Willowbrook Inc.
- f. Acknowledge receipt of the Economic Development Council of Chickasha, Inc. check details for October 2025.
- g. Acceptance of Resolution 2025-34R amending the FY 24-25 Budget.

5. Discussion/Approval of Items Removed from Consent Docket:

6. Discussion and Consideration

- a. Public Hearing - to discuss and consider the Preliminary and Final Plats for Sagebrush Villas located at the Northwest corner for N Grand Ave & E Ada Sipel Ave
- b. Discussion, consideration, and possible action to approve the Preliminary and Final plat for Sagebrush Villas.
- c. Public Hearing - to discuss and consider the rezoning for 520 S. 17th Street from R-1 to C-1 for applicants Estabon and Colette Sandoval.
- d. Discussion, consideration, and possible action to approve Ordinance 2025-12 rezoning request for 520 S. 17th for Applicants Estabon and Collette Sandoval.
- e. Discussion, consideration, and possible action to approve Resolution 2025-30R and authorize the Mayor to issue the Election Proclamation — a Resolution of the Mayor and Council of the City of Chickasha, Grady County, State of Oklahoma, calling for a Non-Partisan Regular Election for the purpose of electing officers of the City of Chickasha, setting a date for said election, setting the filing period for the purpose of allowing qualified candidates to file a declaration of candidacy, setting forth the qualifications for office, setting a final presentment date to the county election board, and setting a final date for publication.
- f. Discussion, consideration and possible action to approve Resolution No. 2025-32R **Amending the City Charter for the City of Chickasha as follows; amending Article 14, Section 3, to increase the contract amounts for public improvements and maintenance of the public property requiring competitive bidding to the amounts set forth in the Oklahoma Competitive Bidding Act, Okla. Stat. Title 61, sections**

101 et seq, as amended; and providing for severability; requiring approval of the charter amendment by a majority of registered voters voting at a Non-Partisan general municipal election scheduled for April 7, 2026, as provided by law; providing that a copy of the resolution, along with the election proclamation, be delivered to the Grady County Election Board Secretary at least seventy-five (75) days prior to said election and fixing an effective date.

- g. Discussion, consideration and possible action to approve an Election Proclamation calling for and proclaiming that on the 7th day of April, 2026, a regular election will be held and there will be submitted to the qualified and acting electors residing within the corporate limits of said city, the matter of the approval or disapproval of the Charter Amendment set forth in Resolution No. 2025-32R, to-wit:
SHALL ARTICLE 14, SECTION 3 OF THE CHARTER OF THE CITY OF CHICKASHA BE AMENDED AND REVISED TO HEREINAFTER READ AS FOLLOWS?

Public improvements and maintenance of the public property may be made by the City Government itself or by contract. The City Council shall award all contracts for public improvements and maintenance of public property in compliance with the requirements of the Oklahoma Competitive Bidding Act, codified at Title 61, Oklahoma Statutes, Section 101 et seq., as amended. All bids may be rejected, and further notice and opportunity for competitive bidding may be given.

- h. Discussion, consideration, and possible action to approve Resolution No. 2025-33R to authorize the publication of public sale and public auction pursuant to 64 O.S. Section 1081 and 1082 for oil and gas mining lease(s) for oil and gas development covering the real properties in Section 10 Township 8 North, Range 9 West, Caddo County, Oklahoma and more specifically set forth in the Resolution
- i. Discussion, consideration and possible action to approve an oil and gas lease with Hermitage Holdings, LLC following a public auction pursuant to Title 64 Sections 1081 and 1082 for the following described property:
Section 28, Township 7 North, Range 7 West:
Lot 19-22, Block 26, Chickasha OT Addition, containing 0.4936 net mineral acres, more or less
The North 151.25' of Lot 24, Block 38, Chickasha OT Addition, containing 0.0925 net mineral acres, more or less
The North 151.25' of Lots 25 & 26, Block 38, Chickasha OT Addition, containing 0.3701 net mineral acres, more or less
Section 33, Township 7 North, Range 7 West:
Lot 4, Block 306, Chickasha OT Addition, containing 0.5143 net mineral acres, more or less
Block 217, Chickasha OT Addition, containing 0.9085 net mineral acres, more or less

The North 42 'of Lot 1, Block 1 of Elliott's First Addition, containing 0.1997 net mineral acres, more or less
Block 263, Chickasha OT Addition, containing 0.1081 net mineral acres, more or less

The East 15' of Lot 7, Block 3, Highland Park Addition, containing 0.0708 net mineral acres, more or less
(Including all adjacent streets, alleys, roadways, easements and rights-of-ways appurtenant thereto, as shown on the official recorded plat, thereof – for all tracts described above.)

All being located in Grady County, Oklahoma

- j. Discussion, consideration, and possible action to approve a Master Agreement for Professional Services with Parkhill.

7. Motion to Adjourn.

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: Police Department

Agenda Item No. 3.a.

AGENDA ITEM: Judge Chaffin will administer the Police Officer's Oath of Office to Cameron Anderson.

I. BACKGROUND/DESCRIPTION:

Officer's Oath of Office

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Goebel Music Chief of Police	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 12.01.2025	(From)		

V. ATTACHMENTS:

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: Fire Department

Agenda Item No. 3.b.

AGENDA ITEM: Fire Department promotion ceremonies - John Seyler promotion to Captain and Justin Allen promotion to Driver.

I. BACKGROUND/DESCRIPTION:

John Seyler will receive his promotion to Captain and Justin Allen will receive his promotion to Driver.

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Tony Samaniego, Fire Chief	Fund	Account	Amount
	(To)		
Meeting Date: December 1, 2025	FUND	ACCOUNT	AMOUNT
	(From)		

V. ATTACHMENTS:

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Acceptance of the Minutes of the November 17, 2025, regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept of the Minutes of the November 17, 2025, regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, CMC - City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 1, 2025	(From)		

V. ATTACHMENTS:

1. Council Minutes 11-17-2025

CHICKASHA

November 17, 2025

Office of the City Clerk

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 17th day of November 2025 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Mayor Grayson called the meeting to order at 6:30 p.m.

ITEM 1. Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance

MAYOR AND COUNCIL

PRESENT: Zachary Grayson, Mayor
Georgianne Hebblethwaite, Vice-Mayor
Lisa Hatchett
Kim Irving
Kea Ginn
John Smith
Erica Alexander
Charlie Burruss
Clark Southard

ABSENT: None.

STAFF

PRESENT: Jim Crosby, City Manager
Amanda Mullins, City Attorney
Susan McDaniel, City Clerk
G. G. Music, Police Chief
Spencer Winzenried, Parks & Rec Director
Lillie Huckaby, Library Director
Rich Edwards, Finance Director
Omar Fierro, Public Works Director
Tracey Austin, HR Director
Jessica Green, Community Development Director
Edward Perz, Emergency Management Director
Shae Mortimer, Marketing and Civic Engagement Manager

City of Chickasha

117 North 4th Street, Chickasha, OK 73018 • (405) 222-6001 • Susan.McDaniel@chickasha.org

The City of Chickasha is an equal opportunity employer and provider. For TDD/TTY assistance, please dial 711.

City Council Meeting 11-17-2025
6:30 p.m.

ITEM 1. **Call to Order/Roll Call/Opening Prayer/Pledge of Allegiance:**

Roll call:

Hatchett - Present
Irving – Present
Ginn - Present
Hebblethwaite – Present
Smith – Present
Alexander - Present
Burruss – Present
Southard - Present
Grayson - Present

Council Member Hatchett gave the invocation and Council Member Irving lead the Pledge of Allegiance.

ITEM 2. **Citizen Comments:**

(City Council Rules and Regulations limit visitor comments to a maximum of three minutes.)

Steven Horvat, Chickasha – spoke to Council about his concerns of road safety on West Country Club Road.

George Plummer, Chickasha – spoke about the success of the recently held “USAO’s Taste the World” event.

ITEM 3. **Council Communications.**

Item 3a. Judge Chaffin will administer the Police Officer Oath of Office to James Greenleaf.

Council Member Smith commented on well Council Member Burruss presentation was to the Junior Council class recently.

Council Member Hebblethwaite commented that after the recent Executive Session regarding Jim Crosby, City Manager, that Jim did not have an opportunity to speak to them. She noted that she, and any other Council Member, is available to speak with him whenever he chooses.

Council Member Burruss asked about the Sooner Road overlay project.

Council Member Southard commented also on the issues on the Country Club Road. Also mentioned looking at other heavily traveled streets such as Chickasha Avenue.

Mayor Grayson suggests a Work Session to discuss those street issues in the future.

ITEM 4. Consent Docket: ITEM 4a thru 4k.

- ITEM 4a.** Acceptance of the Minutes of November 3, 2025, Regular meeting.
- ITEM 4b.** Accept Claims List.
- ITEM 4c.** Acceptance of the Financials for October 2025.
- ITEM 4d.** Accept the 2025 Plains All American First Responder Grant Award for the Police Department.
- ITEM 4e.** Approve the digiTicket electronic ticketing contract with Saltus Technologies for the Police Department.
- ITEM 4f.** Authorization to accept a Permanent Public Drainage Easement and Right-of-Way from Enclave Estate at Chickasha, Limited Partnership, located in the Northeast Quarter (NE/4) of Section 6, Township 6 North, Range 7 West of the Indian Meridian, Chickasha, Grady County, Oklahoma, in connection with the residential development known as Enclave Estates at Chickasha.
- ITEM 4g.** e Easement and Right-of-Way from Enclave Estates at Chickasha, Limited Partnership, located in the Northeast Quarter (NE/4) of Section 6, Township 6 North, Range 7 West of the Indian Meridian, Chickasha, Grady County, Oklahoma, in connection with the residential development known as Enclave Estates at Chickasha.
- ITEM 4h.** Authorization to accept a Permanent Public Drainage Easement and Right-of-Way from Harold E. McDaniel and Ruth Ann McDaniel, located in the Northeast Quarter (NE/4) of Section 6, Township 6 North, Range 7 West of the Indian Meridian, Chickasha, Grady County, Oklahoma, in connection with the residential development known as Enclave Estates at Chickasha.
- ITEM 4i.** Authorization to accept a Permanent Public Drainage Easement and Right-of-Way from Harold E. McDaniel and Ruth Ann McDaniel, located in the Northeast Quarter (NE/4) of Section 6, Township 6 North, Range 7 West of the Indian Meridian, Chickasha, Grady County, Oklahoma, in connection with the residential development known as Enclave Estates at Chickasha.
- ITEM 4j.** Authorization to accept a Permanent Public Drainage Easement and Right-of-Way from Enclave Estates at Chickasha, Limited Partnership, located in the Northeast Quarter (NE/4) of Section 6, Township 6 North, Range 7 West of the Indian Meridian, Chickasha, Grady County, Oklahoma, in connection with the residential development known as Enclave Estates at Chickasha.
- ITEM 4k.** Authorization to accept a Permanent Public Drainage Easement and Right-of-Way from Harold E. McDaniel and Ruth Ann McDaniel, located in the Northeast Quarter (NE/4) of Section 6, Township 6 North, Range 7 West of the Indian Meridian, Chickasha, Grady

City Council Meeting 11-17-2025
6:30 p.m.

County, Oklahoma, in connection with the residential development known as Enclave Estates at Chickasha.

Motion by Council Member Alexander, second by Council Member Southard to approve Items 4a thru 4k.

Roll call vote:

Ayes:” Hatchett, Irving, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Southard, and Grayson.

“Nays:” None

“Abstain:” None

Motion carried. 9-0

ITEM 5. Discussion/Approval of Items Removed from Consent Docket:

No Action Taken.

ITEM 6. Discussion and Consideration Items:

ITEM 6a. Discussion, consideration, and possible action to approve an emergency warning siren system upgrade in the amount of \$44,980.00 using the sole-source provider Goddard Enterprises/American Signal Corporation:

*Motion by Council Member Hatchett, second by Council Member Hebblethwaite to approve an emergency warning siren system upgrade in the amount of \$44,980.00 using the sole-source provider Goddard Enterprises/American Signal Corporation.

Roll call vote:

“Ayes:” Hatchett, Irving, Ginn, Hebblethwaite, Smith, Alexander, Southard, and Grayson.

“Nays:” Burruss.

“Abstain:” None.

Motion passed. 8-1

ITEM 6b. Discussion, consideration, and possible action to accept an Irrevocable Standby Letter of Credit issued by Horizon Bank for the Enclave Estates at Chickasha development in compliance with Chickasha Municipal Code Chapter 46, Article IV, Section 46-45.

*Motion by Council Member Burruss, second by Council Member Hebblethwaite to accept an Irrevocable Standby Letter of Credit issued by Horizon Bank for the Enclave

City Council Meeting 11-17-2025
6:30 p.m.

Estates at Chickasha development in compliance with Chickasha Municipal Code Chapter 46, Article IV, Section 46-45.

Roll call vote:

“Ayes:” Hatchett, Irving, Ginn, Hebblethwaite, Smith, Alexander, Southard, and Grayson.
“Nays:” None
“Abstain:” None.
Motion passed. 8-0

ITEM 6c. Public Hearing – to discuss and consider the Final Plat for Enclave Estate for Phase 1.

Public Hearing Opened at 6:54 p.m.

Loyd Spaugy with Crafton Tull was present to answer any questions

Public Hearing Closed at 6:57 p.m.

ITEM 6d. Discussion, consideration, and possible action to approve the Final Plat for Enclave Estates Phase 1.

*Motion by Council Member Smith, second by Council Member Alexander to approve the Final Plat for Enclave Estates Phase 1.

Roll call vote:

“Ayes:” Hatchett, Irving, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Southard, and Grayson.
“Nays:” None.
“Abstain:” None.
Motion passed. 9-0

ITEM 6e. Discussion, consideration, and possible action to approve a Master Services Agreement with Benham Design, LLC for professional services.

*Motion by Council Member Hebblethwaite, second by Council Member Southard to approve a Master Services Agreement with Benham Design, LLC for professional services.

Roll call vote:

“Ayes:” Hatchett, Irving, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Southard, and Grayson.
“Nays:” None.
“Abstain:” None.

City Council Meeting 11-17-2025
6:30 p.m.

Motion passed. 9-0

ITEM 7 Adjournment:

Motion by Council Member Alexander and second by Council Member Hebblethwaite to adjourn the meeting.

Meeting adjourned.

TIME: 6:58 p.m.

Zachary Grayson, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

Approved this 1st day of December 2025.

Presenter: Steven Horvat
Date: Nov 17th 2025
District: Grady County Resident

Proposal:
Improving Pedestrian & Cyclist Safety on W. Country Club Rd & the I-44 Overpass

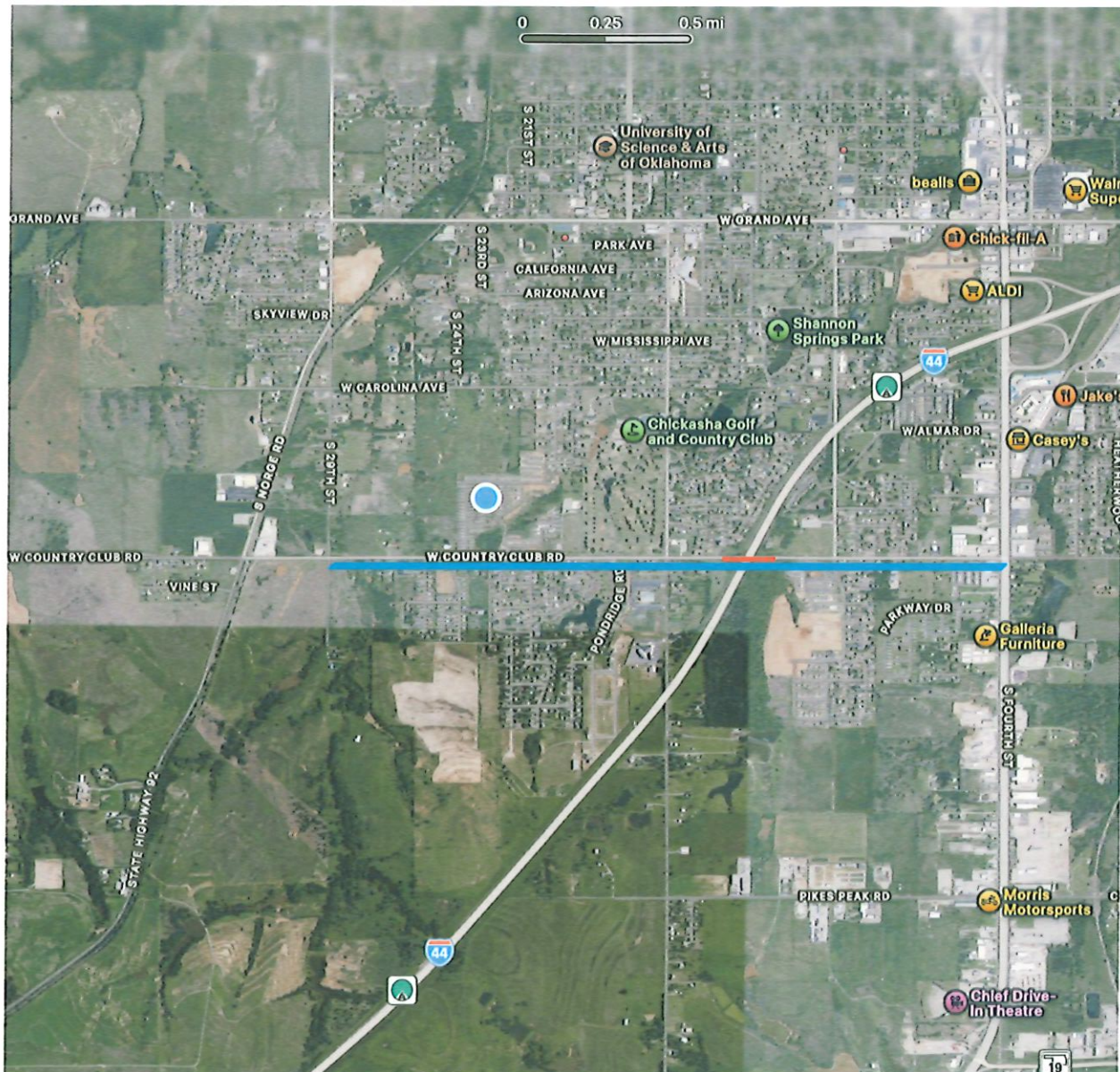


Figure 1. Proposed Safety Improvement Zone

- Blue line = "Area of Concern"
- Red line = "Critical Hazard Area – I-44 Overpass"

Safety concern

Between 3–6 p.m., traffic is at its heaviest. With no sidewalk or shoulder, pedestrians and cyclists are forced into the grass or the edge of the roadway while cars pass at 40 mph.

This stretch has seen major development and more families walking and biking. The road has not kept up, it's busier and more dangerous than ever.

The I-44 overpass is especially hazardous. There is no sidewalk, no bike lane, and limited visibility due to the hump. Drivers cannot see oncoming traffic and have no safe way to pass a cyclist or pedestrian.



Fig. 2 — I-44 Overpass: No Shoulder, Limited Visibility

Proposed Solutions



Fig. 3 — Proposed 35 mph Speed Limit Zone

- Reduce posted speed limit on W. Country Club Rd from 40 mph to 35 mph
- Install signage: “Yield to Pedestrians & Cyclists.”
- Add paint markings or advisory shoulders approaching the overpass.

Benefits to the City

Low Cost, High Impact

- Paint + signage estimated under \$5,000
- Can be implemented quickly
- No construction needed
More awareness for drivers

Improved Road Safety

- Increased visibility and reaction time
- Lower risk of collisions with pedestrians and cyclists
- Reduced accidents on icy winter days
Enhanced Safety.

Traffic Engineering Facts

Most full-size trucks weigh 4,800–5,500 lbs

Stopping distances:

- 40 mph: ~118 ft
- 35 mph: ~95 ft
- Difference: ~23 ft gained

Survival rates in a collision:

- 40 mph: ~85% chance of severe injury or death
- 35 mph: ~45–50% chance

(Source: AAA Foundation for Traffic Safety)

https://aaafoundation.org/impact-speed-pedestrians-risk-severe-injury-death/?utm_source=chatgpt.com

Request: Please place this proposal on a future agenda for council discussion and direction to city staff.

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: Finance

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Acceptance of Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rich Edwards, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 1, 2025	(From)		

V. ATTACHMENTS:

1. COUNCIL REPORT 12.02.25_Redacted

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MISC ONE-TIME V BASELINE CONTRACTING L	REFUND FOR ELEC PERMIT	114.50
			TOTAL:	114.50
ADMINISTRATION	GENERAL FUND	STANDLEY SYSTEMS	PRINTER CONTRACT 11/01-11/	479.46
		AT&T MOBILITY	ACCT:287309221664 09/26-10	98.73
			ACCT:287309221664 09/26-10	51.89
			ACCT:287309221664 09/26-10	46.84
		THE NORMAN TRANSCRIPT	PUBLICATION ORD 2025-10	33.15
			PUBLICATION ORD 2025-11	142.20
			BID INVITATION WTP PUBL	33.60
			INVITATION TO BID WTP	354.09
			PUBLIC NOTICE TIER II	33.60
			COC-2505 PUBLISHED	157.04
			PUBLIC NOTICE OF MEETING	382.81
		TRYCZAK, ASHLIN	MILEAGE FOR ORA SEMINAR	50.40
		OKLAHOMA MUNICIPAL RETIRE	OMRF3	492.31
		TRANSFER ACCOUNT	FICA	882.47
			MEDICARE	206.38
		JOURNAL RECORD	WTP BIDS PUBLIC NOTICE	351.48
			TOTAL:	3,796.45
FIRE ADMINISTRATION	GENERAL FUND	OPTIMUM	FD INTERNET/TV 11/22-12/21	315.45
			FD TV SERVICES 11/21-12/20	212.25
		STANDLEY SYSTEMS	PRINTER CONTRACT 11/01-11/	662.81
		AT&T MOBILITY	ACCT:287309221664 09/26-10	31.01
			ACCT:287290294564 09/26-10	1,113.65
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCOUNTS SEE DETAIL S	508.31
		OTA PIKEPASS	OCT 2025 SERVICE	197.05
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	1,088.29
		SUMMIT UTILITIES	GROUP 2 10/07-11/06 2025	711.32
		TRANSFER ACCOUNT	FICA	72.11
			MEDICARE	117.45
		BARRINGTON ELECTRIC	BLDG & GRNDS	1,009.00
			TOTAL:	6,038.70
POLICE ADMINISTRATION	GENERAL FUND	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL	CONTRACT SERVICES	750.00
		GRADY COUNTY LAW ENFORCEMENT CENTER	MONTHLY INVOICE	230.00
		STANDLEY SYSTEMS	PRINTER CONTRACT 11/01-11/	662.81
		AT&T MOBILITY	ACCT:287309221664 09/26-10	140.52
		CKENERGY ELECTRIC COOPERATIV	GROUP 1 10/05 - 11/04 2025	71.99
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	1,222.20
		SUMMIT UTILITIES	GROUP 1 10/02 -11/03 2025	222.46
		TRANSFER ACCOUNT	FICA	723.15
			MEDICARE	169.12
		UNIFIRST HOLDINGS, L.P.	MISC - CLEANING SUPPLIES	35.08
			MISC - CLEANING SUPPLIES	16.49
			TOTAL:	4,243.82
EMERGENCY MANAGEMENT	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCOUNTS SEE DETAIL S	19.92
		TRANSFER ACCOUNT	FICA	214.61
			MEDICARE	50.19
			TOTAL:	284.72
CEMETERY SERVICES	GENERAL FUND	CHEROKEE TEMPS, INC.	CONTRACT LABOR	3,249.89
			CONTRACT LABOR	3,151.80
			CONTRACT LABOR	3,148.88

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		EXPRESS SERVICES INC	CONTRCT LABOR	978.43
			CONTRACT LABOR	904.80
			CONTRACT LABOR	904.80
		AT&T MOBILITY	ACCT:287309221664 09/26-10	46.84
		ONIN HOLDINGS INC	CONTRACT LABOR	1,009.49
		OKLAHOMA ELECTRIC COOP	CEM & WW 10/07/25 - 11/07/	55.34
		SMALL ENGINE SERVICE	MISCELLANEOUS ITEMS	87.52
			MISCELLANEOUS ITEMS	33.18
			MISCELLANEOUS ITEMS	294.27
			MISCELLANEOUS ITEMS	52.48
			MISCELLANEOUS ITEMS	438.02
			MISCELLANEOUS ITEMS	137.52
		TRANSFER ACCOUNT	FICA	298.38
			MEDICARE	69.78
		WYNN, JEFFREY	OPENING & CLOSING	<u>3,325.00</u>
			TOTAL:	18,186.42
HUMAN RESOURCES	GENERAL FUND	STANDLEY SYSTEMS	PRINTER CONTRACT 11/01-11/	220.94
		ALABASTER ADVISORS LLC	LEADERSHIP TRAINING	5,575.00
		TRANSFER ACCOUNT	FICA	326.80
			MEDICARE	76.43
		MOTIONWORKS PHYSICAL THERAPY	DRUG SCREENS	<u>515.00</u>
			TOTAL:	6,714.17
LIBRARY	GENERAL FUND	OVERDRIVE	CONTENT	2,000.00
			MAINT FEE	1,000.00
		STANDLEY SYSTEMS	PRINTER CONTRACT 11/01-11/	552.34
		AT&T MOBILITY	ACCT:287309221664 09/26-10	46.84
		BOOK SYSTEM	MANAGEMNT SYSTEM	2,905.00
		INFOUSA MARKETING INC	REFERENCE SOLUTIONS	1,300.00
		SUMMIT UTILITIES	GROUP 2 10/07-11/06 2025	674.48
		TRANSFER ACCOUNT	FICA	703.01
			MEDICARE	164.42
		INGRAM BOOK SERVICE	BOOK ORDER	327.90
			BOOK ORDERS	19.20
			BOOK ORDER	120.14
			BOOK ORDERS	19.38
			BOOK ORDER	285.38
			BOOK ORDER	191.31
			BOOK ORDER	261.91
			BOOK ORDER	168.84-
			BOOK ORDERS	103.71
			BOOK ORDERS	7.19
			BOOK ORDERS	77.73
			BOOK ORDERS	34.50
			BOOK ORDERS	61.97
			BOOK ORDER	404.75
			BOOK ORDER	129.88
			BOOK ORDER	27.18
			BOOK ORDERS	366.76
			BOOK ORDER	16.19
			BOOK ORDER	26.98
			BOOK ORDER	14.99
			BOOK ORDER	28.95
			BOOK ORDER	21.95
			BOOK ORDER	29.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BOOK ORDER	75.00
			BOOK ORDER	<u>15.61</u>
			TOTAL:	11,814.54
STREET & STORM DRAINAG	GENERAL FUND	CHEROKEE TEMPS, INC.	CONTRACT LABOR	2,634.15
			CONTRACT LABOR	2,672.08
			CONTRACT LABOR	2,506.48
		CHICKASHA INDUSTRIAL & WE	SAFETY EQUIPMENT	1,461.50
			SAFETY EQUIPMENT	426.80
			WELDING SUPPLIES	49.04
			WELDING SUPPLIES	57.87
			WELDING SUPPLIES	15.20
		MARSHALL AUTO PARTS	REPAIR PARTS	71.75
		EDWARDS ENTERPRISE RENTAL	PORTABLE RESTROOM	125.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCOUNTS SEE DETAIL S	11,944.64
		HOLT TRUCK CENTERS OF OKLAHOMA LLC	RADIATOR	2,771.00
		ONIN HOLDINGS INC	CONTRACT LABOR	1,686.97
			CONTRACT LABOR	1,693.78
			CONTRACT LABOR	1,808.72
		HASKELL LEMON GROUP LLC	HOT MIX ASPHALT	2,343.20
			HOT MIX ASPHALT	1,916.00
		OTA PIKEPASS	OCT 2025 SERVICE	1.79
		P & K EQUIPMENT	GRILLE ASSEMBLY	728.25
			HYDRAULIC PUMP	2,643.80
		TRANSFER ACCOUNT	FICA	660.07
			MEDICARE	154.37
		UNIFIRST HOLDINGS, L.P.	MISC - CLEANING SUPPLIES	181.10
			MISC - CLEANING SUPPLIES	182.35
		DOLESE BROS CO	CONCRETE, ROCK, SAND ETC	658.00
			CONCRETE, ROCK, SAND ETC	371.50
			CONCRETE, ROCK, SAND ETC	559.06
			CONCRETE, ROCK, SAND ETC	332.64
			CONCRETE, ROCK, SAND ETC	351.54
			CONCRETE, ROCK, SAND ETC	877.09
			CONCRETE, ROCK, SAND ETC	355.00
			CONCRETE, ROCK, SAND ETC	355.00
			CONCRETE, ROCK, SAND ETC	790.00
			CONCRETE, ROCK, SAND ETC	790.00
			CONCRETE, ROCK, SAND ETC	<u>1,530.00</u>
			TOTAL:	43,646.74
FLEET MAINTENANCE	GENERAL FUND	TRANSFER ACCOUNT	FICA	211.74
			MEDICARE	49.51
		BARRINGTON ELECTRIC	ELECTRICAL WORK	<u>231.00</u>
			TOTAL:	492.25
ACCOUNTING SERVICES	GENERAL FUND	STANDLEY SYSTEMS	PRINTER CONTRACT 11/01-11/	662.81
		AT&T MOBILITY	ACCT:287309221664 09/26-10	93.68
		CULLIGAN/WRIGHT WATER	CH COOLER RENTAL 11/01-11/	24.00
		TRANSFER ACCOUNT	FICA	743.61
			MEDICARE	<u>173.91</u>
			TOTAL:	1,698.01
COMM DEVEL/PLANNING SE	GENERAL FUND	STANDLEY SYSTEMS	PRINTER CONTRACT 11/01-11/	110.47
		THE NORMAN TRANSCRIPT	PUBLICATION 135 SHERIDAN	34.40
			UPDATE CITY ORD	31.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DEC PC PUBLISHINGS	82.22
			DEC PC PUBLISHINGS	55.16
			DEC PC PUBLISHINGS	120.06
			DEC PC PUBLISHINGS	67.26
			DEC PC PUBLISHINGS	91.68
			DEC PC PUBLISHINGS	82.22
			DEC PC PUBLISHINGS	55.16
			DEC PC PUBLISHINGS	121.82
				70.78
				56.92
		DANIELLE CHARLES	TRAINING RE-IMBURSMENT	131.80
		TRANSFER ACCOUNT	FICA	416.99
			MEDICARE	<u>97.52</u>
			TOTAL:	1,625.56
GENERAL GOVERNMENT	GENERAL FUND	AMANDA MULLINS, PLLC	VAR LEGAL MATTERS	11,830.48
		COALIGN GROUP LLC	CONSULTING FEES	5,000.00
		QUADIENT FINANCE USA INC (POSTAGE)	ADDED POSTAGE FUNDS 102120	1,000.00
		STANDLEY SYSTEMS	NOV 25 IN - MANAGED IT SER	19,864.00
		CANADIAN VALLEY TECH CNT	SAFETY TRAINING	50.00
		OMAG	OMAG AUTO POLICY RENEWAL	58,257.25
			OMAG PROPERTY POL RENEWAL	54,384.75
		MARGARET MCMORROW-LOVE	PROF SERVICES	<u>136.00</u>
			TOTAL:	150,522.48
BUILDING SERVICES	GENERAL FUND	AT&T MOBILITY	ACCT:287309221664 09/26-10	225.65
		HUDSON PRINCE ENGINEERING & INSPECTION	ENGINEERING FEE WO 10	24,606.00
			ENGINEERING FEE WO 10	1,400.00
			SAGEBRUSH ENGINEERING	2,880.00
			W. ILLINOIS & 9TH STREET	1,271.40
		CORNERSTONE CONSULTING FIRM	PLAN REVIEW WTP	396.86
		TRANSFER ACCOUNT	FICA	336.25
			MEDICARE	<u>78.64</u>
			TOTAL:	31,194.80
FIRE OPERATIONS	GENERAL FUND	OSU FIRE SERVICE TRAINING	STAFF TRAINING	355.00
			STAFF TRAINING	355.00
			STAFF TRAINING	1,065.00
			STAFF TRAINING	1,065.00
			STAFF TRAINING	2,750.00
		CASCO INDUSTRIES INC	SAFTY CLOTH	1,386.00
			SAFETY CLOTH	540.00
		EMERGENCY VEHICLE SALES & SERVICE OF O	VEH MAINT	3,412.86
			VEH MAINT	975.00
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	10,192.99
		BANNER FIRE EQUIPMENT	VEH MAINT	4,315.44
		TRANSFER ACCOUNT	MEDICARE	<u>1,252.09</u>
			TOTAL:	27,664.38
PATROL SERVICES	GENERAL FUND	AT&T MOBILITY	ACCT:287309221664 09/26-10	176.76
		THE COMPLIANCE RESOURCE GROUP, INC	PENSION PHYSICALS	2,730.00
		MOORE, ELIP L	CONTRACT INVESTIGATION	1,500.00
		VALOR DEFENSE DEPOT, LLC	SHOTGUNS	8,691.00
		COUNTRY-FORD MERCURY, INC	3 - NEW SUV'S	1,995.00
			3 - NEW SUV'S	1,995.00
		OTA PIKEPASS	OCT 2025 SERVICE	115.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC TRANSFER ACCOUNT	POLICE PENSION FICA MEDICARE	7,056.74 4,116.64 962.76
		BOARD OF TESTS	INTOX CLASS	<u>62.00</u>
			TOTAL:	29,401.40
INVESTIGATIONS	GENERAL FUND	CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC TRANSFER ACCOUNT	POLICE PENSION FICA MEDICARE	958.67 562.76 <u>131.61</u>
			TOTAL:	1,653.04
ANIMAL CONTROL	GENERAL FUND	STANDLEY SYSTEMS AT&T MOBILITY PUBLIC SERVICE COMPANY OF OKLAHOMA TRANSFER ACCOUNT	PRINTER CONTRACT 11/01-11/ ACCT:287309221664 09/26-10 MISC ACCOUNTS SEE DETAIL S FICA MEDICARE	110.47 83.09 769.66 333.74 <u>78.05</u>
			TOTAL:	1,375.01
MUNICIPAL COURT	GENERAL FUND	TRANSFER ACCOUNT	FICA MEDICARE	111.62 <u>26.11</u>
			TOTAL:	137.73
DISPATCH SERVICES	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA DEPARTMENT OF PUBLIC SAFETY TRANSFER ACCOUNT	MISC ACCOUNTS SEE DETAIL S MONTHLY OLETS INVOICE FICA MEDICARE	465.32 667.00 813.05 <u>190.15</u>
			TOTAL:	2,135.52
CODE COMPLIANCE	GENERAL FUND	THE NORMAN TRANSCRIPT TRANSFER ACCOUNT	PUBLICATION 514 S 6TH PUBLICATION 1010 DAKOTA FINDINGS OF FACT 514 S 18 FICA MEDICARE	142.28 140.52 140.52 112.43 <u>26.29</u>
			TOTAL:	562.04
PARK MAINTENANCE	GENERAL FUND	AT&T MOBILITY PUBLIC SERVICE COMPANY OF OKLAHOMA KEVIN D MCCROSKEY SUMMIT UTILITIES BUSTER CRABBE POOLS THE GLASS SHOP TRANSFER ACCOUNT ALERT 360 UNIFIRST HOLDINGS, L.P. PROFESSIONAL TURF PRODUCTS, LP	ACCT:287309221664 09/26-10 MISC ACCOUNTS SEE DETAIL S APPLICATION FEE GROUP 1 10/02 -11/03 2025 POOL AT GOLF COURSE GLASS REPLACEMENT FICA MEDICARE DECEMBER MONITORING MISC - CLEANING SUPPLIES MISC - CLEANING SUPPLIES SERVICE CALL	172.56 814.60 1,200.00 64.15 310.96 2,071.90 648.24 151.60 60.28 142.86 1,264.10 <u>710.00</u>
			TOTAL:	7,611.25
SPORTS COMPLEX	GENERAL FUND	CHEROKEE TEMPS, INC. AT&T MOBILITY ON DECK SPORTS TRANSFER ACCOUNT	CONTRACT LABOR 10/30 CHER CONTRACT LABOR 11/2 CHERO CONTRACT LABOR 11/13 CHER ACCT:287309221664 09/26-10 MOUND BLOCKS FICA MEDICARE	1,860.65 1,905.34 2,494.10 86.88 1,019.63 90.07 21.07

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	7,477.74
SHANNON SPRINGS (FOL)	GENERAL FUND	CHEROKEE TEMPS, INC.	CONTRACT LABOR 10/30 CHER	8,672.21
			CONTRACT LABOR 11/2 CHERO	8,857.35
			CONTRACT LABOR 11/13	10,814.99
		EXPRESS SERVICES INC	CONTRACT LABOR 11/5 EXPRE	2,736.35
			CONTRACT LABOR 11/12 EXPR	3,572.17
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCOUNTS SEE DETAIL S	1,599.71
			TOTAL:	36,252.78
EMERGENCY MEDICAL SERV	EMERGENCY MED SERV	AMERICAN MUNICIPAL SERVICES	EMS COLLECTIONS	212.02
		EMERGENCY VEHICLE SALES & SERVICE OF O	EQUIPMENT	383,260.00
			VEH MAINT	2,566.66
			VEH MAINT	4,940.12
		CAPTIVATE BILLING, LLC	EMS BILLING	3,448.63
		OTA PIKEPASS	OCT 2025 SERVICE	21.03
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	6,266.52
		TRANSFER ACCOUNT	MEDICARE	757.50
			TOTAL:	401,472.48
CHICKASHA INDUSTRIAL A	CHICKASHA INDUST A	ECONOMIC DEVELOPMENT COUN	EDC MONTHLY CONTRACT NOV25	34,791.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCOUNTS SEE DETAIL S	31.03
			TOTAL:	34,822.03
EMERGENCY 911	E-911 FUND	AT&T MOBILITY	ACCT:287343002989 09/26-10	93.68
		OPTIMUM B2B DEPT 1264	PD FIBER 11/01-11/30 2025	606.67
		AT&T	ACCT:4055211548031 11/07-1	442.42
			TOTAL:	1,142.77
UTILITY BILLING	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	290.78
			MEDICARE	68.01
			TOTAL:	358.79
CMMA - CAPITAL PROJECTS	CHICKASHA MUNICIPA	LOCKE SUPPLY CO.	PARTS FOR WATER LINES	47.97
			PARTS FOR WATER LINES	77.85
		TULSA WINWATER CO	WATER LINE PARTS	1,530.00
			TOTAL:	1,655.82
CMMA GENERAL	CHICKASHA MUNICIPA	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL	PROFESSIONAL SERVICES	1,800.00
		STANDLEY SYSTEMS	PRINTER CONTRACT 11/01-11/	284.64
		HALFF ASSOCIATES INC	AIRPORT INDUSTRIAL DEVELO	1,550.00
			TOTAL:	3,634.64
PUBLIC WORKS ADMIN	CHICKASHA MUNICIPA	TOP QUALITY DOORS, LLC	GATE REPAIR	1,482.00
		OTA PIKEPASS	OCT 2025 SERVICE	162.61
		CANADIAN VALLEY TECH CNT	SAFETY CLASSES	50.00
		TRANSFER ACCOUNT	FICA	351.71
			MEDICARE	82.25
			TOTAL:	2,128.57
SANITATION DEPARTMENT	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	90.47
			MEDICARE	21.16
		UNIFIRST HOLDINGS, L.P.	MISC - CLEANING SUPPLIES	15.07
			MISC - CLEANING SUPPLIES	15.07
		WASTE CONNECTIONS OF OKLAHOMA INC	ROLL OFF DUMP FEE ETC	69.58
			TOTAL:	211.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
WATER PLANT	CHICKASHA MUNICIPA	PUBLIC SERVICE COMPANY OF OKLAHOMA CKENERGY ELECTRIC COOPERATIV OKLAHOMA ELECTRIC COOP SUMMIT UTILITIES	MISC ACCOUNTS SEE DETAIL S	13,365.02
			GROUP 1 10/05 - 11/04 2025	7,881.80
			CEM & WW 10/07/25 - 11/07/	80.12
			GROUP 2 10/07-11/06 2025	<u>62.54</u>
			TOTAL:	21,389.48
WASTEWATER PLANT	CHICKASHA MUNICIPA	PUBLIC SERVICE COMPANY OF OKLAHOMA SUMMIT UTILITIES	MISC ACCOUNTS SEE DETAIL S	7,989.38
			GROUP 2 10/07-11/06 2025	<u>54.09</u>
			TOTAL:	8,043.47
LINE MAINTENANCE DEPT	CHICKASHA MUNICIPA	HERC RENTALS CHICKASHA CHEROKEE TEMPS, INC. CHARLES ALLEN FORD CHICKASHA INDUSTRIAL & WE APACHE FARMERS COOPERATIV AT&T MOBILITY OZARK LASER & SHORING JOE COOPER CDJR OF SHAWNEE LLC ULTIMATE TRUCK GEAR AND FLEET SOLUTION OTA PIKEPASS RALPH AND SONS TIRE CENTE O'REILLY AUTO PARTS TRANSFER ACCOUNT UNIFIRST HOLDINGS, L.P.	EQUIPMENT RENTAL	197.44
			CONTRACT LABOR	5,174.47
			CONTRACT LABOR	5,531.28
			CONTRACT LABOR	4,826.23
			SHIFT LEVER	117.33
			WELDING SUPPLIES	47.91
			HAND TOOLS	239.85
			HAND TOOLS	387.80
			WELDING SUPPLIES	48.27
			HAND TOOLS	404.12
			WELDING SUPPLIES	14.06
			WELDING SUPPLIES	17.77
			WELDING SUPPLIES	391.90
			WELDING SUPPLIES	4.56
			WELDING SUPPLIES	104.08
			HAND TOOLS	233.48
			FENCING MATERIALS	1,569.45
			ACCT:287309221664 09/26-10	633.63
			ACCT:287309221664 09/26-10	570.35
			SHORING RENTAL	570.00
			TRUCKS	47,260.00
			HITCH, LIGHTING, ETC	4,145.00
			OCT 2025 SERVICE	49.01
			TIRE REPAIR	69.50
			TIRE REPAIR	20.00
			TIRE REPAIR	20.00
			TIRE REPAIR	20.00
			REAR TIRES	306.50
			EQUIPMENT PARTS	38.75
			EQUIPMENT PARTS	28.81
			EQUIPMENT PARTS	38.75
			EQUIPMENT PARTS	4.81
			EQUIPMENT PARTS	38.75-
FICA	673.62			
MEDICARE	157.53			
MISC - CLEANING SUPPLIES	371.73			
MISC - CLEANING SUPPLIES	<u>249.56</u>			
TOTAL:	74,498.80			
LAKE CHICKASHA	CHICKASHA MUNICIPA	CKENERGY ELECTRIC COOPERATIV TRANSFER ACCOUNT	GROUP 2 10/05 - 11/04 2025	964.45
			FICA	8.27
			MEDICARE	<u>1.93</u>
			TOTAL:	974.65
BUILDING MAINTENANCE	CHICKASHA MUNICIPA	AT&T PUBLIC SERVICE COMPANY OF OKLAHOMA	ACCT:8310012109211 10/07-1	3,667.56
			MISC ACCOUNTS SEE DETAIL S	1,144.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SUMMIT UTILITIES	GROUP 1 10/02 -11/03 2025	57.69
		TRANSFER ACCOUNT	FICA	100.75
			MEDICARE	23.56
		UNIFIRST HOLDINGS, L.P.	MISC - CLEANING SUPPLIES	13.54
			MISC - CLEANING SUPPLIES	<u>13.54</u>
			TOTAL:	5,021.08
STORMWATER MANAGEMENT	CHICKASHA MUNICIPA	MESHEK & ASSOCIATES, PLC.	FLOOD MITIGATION PLAN	<u>15,514.78</u>
			TOTAL:	15,514.78
WATER PLANT PROJECT 20	CHICKASHA MUNICIPA	OMEGA RAIL MANAGEMENT, INC	RAILROAD CROSSING PERMIT	<u>1,750.00</u>
			TOTAL:	1,750.00
AIRPORT	AIRPORT	STANDLEY SYSTEMS	PRINTER CONTRACT 11/01-11/	110.44
		AT&T MOBILITY	ACCT:287309221664 09/26-10	93.68
		SUMMIT UTILITIES	GROUP 2 10/07-11/06 2025	99.04
		TRANSFER ACCOUNT	FICA	264.35
			MEDICARE	61.83
		UNIFIRST HOLDINGS, L.P.	MISC - CLEANING SUPPLIES	94.09
			MISC - CLEANING SUPPLIES	<u>35.17</u>
			TOTAL:	758.60
NON-DEPARTMENTAL	POLICE BOND FUND	████████████████████	Bond Refund:122640 -01	<u>300.00</u>
			TOTAL:	300.00
NON-DEPARTMENTAL	AP/PAYROLL CASH FU	████████████████████	CJ2023-87 UNDERWOOD	346.13
		████████████████████	00811010001	80.69
			FGN000780122002	151.99
			FGN000360456004	92.30
			CHAD KING 000830562001	180.00
			JAMES JORDAN 000360456003	151.75
			JUSTIN ALLEN 000706555001	207.30
			TONY PHILLIPS 000351722002	77.51
		OKLAHOMA FIREFIGHTERS	FIRE PENSION BUY BACK	174.01
			FIRE PENSION	11,280.72
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	5,938.47
		OKLAHOMA MUNICIPAL RETIRE	OMRF3	492.31
		TRANSFER ACCOUNT	ENTITY 0037102001	7,961.77
			FEDERAL WITHHOLDING	31,846.31
			STATE INCOME TAX	12,694.00
			FICA	14,157.69
			MEDICARE	5,421.22
		CITY OF CHICKASHA FLEX SPENDING ACCOUN	UNREIMBURSED MEDICAL 23-19	<u>1,900.01</u>
			TOTAL:	93,154.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

11	GENERAL FUND			394,644.05
23	EMERGENCY MED SERV FUND			401,472.48
25	CHICKASHA INDUST AUTH			34,822.03
27	E-911 FUND			1,142.77
31	CHICKASHA MUNICIPAL AUTH			135,181.43
39	AIRPORT			758.60
64	POLICE BOND FUND			300.00
99	AP/PAYROLL CASH FUND			93,154.18

 GRAND TOTAL: 1,061,475.54

TOTAL PAGES: 9

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 99-AP VENDOR LIST
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 11/19/2025 THRU 12/02/2025

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT FOR 12.02.25 [REDACTED]
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: Police Department

Agenda Item No. 4.c.

AGENDA ITEM: Accept the 2026 Safe Oklahoma Grant Award for the Police Department

I. BACKGROUND/DESCRIPTION:

The Police Department made an application to the Attorney General's Office for the 2026 Safe Oklahoma Grant. The funding is used for Violent Crime overtime and Community Outreach. The application was made for \$113,720.00. The department was awarded \$18,400.00. Funds will be dispersed from the Attorney General's Office to the Police Department after January 1, 2026. This is a block grant with quarterly Accountings due. The Oklahoma Grants Exchange portal has not been able to produce and send the regular award notice. The email from the grants monitor is attached.

II. RECOMMENDED ACTION:

Approve acceptance of the 2026 Safe Oklahoma grant funds for the Police Department.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Goebel Music, #300 Chief of Police	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 12.1.2025	(From)		

V. ATTACHMENTS:

1. Safe Grant Award Email

Chief Goebel Music

From: Laura Russell <Laura.Russell@oag.ok.gov>
Sent: Friday, October 31, 2025 1:49 PM
To: Jim Crosby; Chief Goebel Music; Elaine Jensen; Assistant Chief Traye Alexander
Subject: Chickasha 2026 SAFE Grant

Good day. I am currently having issues with sending out emails via the OGX system so I am sending it via Outlook. I wanted to let you know you were awarded \$ 18,400 for 400 hours of overtime. Your application was extremely well written but with only so much to award, one of the things that the funding committee looked at was how many in the last five years has the agency received funding.

Once OGX has finished creating the award section, your grant will be pushed to "Grant Awarded Pending Changes". At that time you will be able to revise your budget. Watch for an email from OGX when that happens.

I look forward to working with you on your 2026 SAFE Grant.

Laura A. Russell

Grant Monitor
Victim Advocacy and Services Unit
Oklahoma Office of the Attorney General
313 NE 21st Street, Oklahoma City, OK 73105
Phone: 405-522-3180
Email: laura.russell@oag.ok.gov



CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: Police Department

Agenda Item No. 4.d.

AGENDA ITEM: Accept Oklahoma Internet Crimes Against Children MOU

I. BACKGROUND/DESCRIPTION:

The police department is re-opening its detective division and, to work more efficiently, this MOU is required by the Oklahoma Internet Crimes Against Children (OICAC) Task Force. There are no additional budgetary items needed for this process.

II. RECOMMENDED ACTION:

Staff recommends council approve the MOU with the OICAC Task Force and authorize the Chief of Police to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
Traye Alexander, Assistant Chief of Police	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: [12/01/2025]	(From)		

V. ATTACHMENTS:

1. ICAC MOU

Oklahoma Internet Crimes Against Children Task Force

MEMORANDUM OF UNDERSTANDING

Parties

The Oklahoma Internet Crimes Against Children (ICAC) Task Force is a multi-agency, multi-jurisdictional initiative, funded with a grant from the Office of Juvenile Justice and Delinquency Prevention (OJJDP). This Memorandum of Understanding (MOU) is entered into by and between the Oklahoma State Bureau of Investigation (OSBI) and the various federal, state, tribal and local law enforcement agencies that have signed this document. No part of this MOU shall be viewed as limiting or impeding the spirit of cooperation that exists among the agencies.

Mission

The mission of the Task Force is to deter, prevent, investigate, and prosecute predators who seek to exploit or engage minors in sexual activity through the use of computers and the Internet. The Task Force will engage in reactive and proactive investigations targeting those offenders who are actively involved in this type of criminal activity. Additionally, the Task Force will participate in a statewide effort to educate the public on issues regarding Internet safety for children. Training opportunities will be made available to Task Force members so they can become familiar with the most current trends and developments in the area of on-line child exploitation.

Purpose

The purpose of this MOU is to outline the relationship between all participating agencies in order to ensure that each understands and agrees to guidelines concerning policy, supervision, planning, training, and public relations. This document is devised to formalize the association between agencies and to foster an understanding of each agency's role within the Task Force. The goal of this MOU is to promote efficiency in operations and provide guidelines necessary to ensure standardization in policies and procedures among Task Force participants.

Organizational Structure

The Oklahoma ICAC Task Force includes investigators and supervisors from various local, state, tribal and federal law enforcement agencies who provide assistance subject to availability.

Direction

All participants acknowledge the Task Force is a joint operation in which all agencies act as partners. The chain of command and supervision of the OSBI ICAC Unit is responsible for the policy and general direction of the Task Force. The Task Force supervisor will periodically contact supervisors and investigators from other participating

agencies to keep them informed of training opportunities, unusual circumstances, problems and successes of the Task Force.

Activities of the ICAC Task Force are further governed by the Operational and Investigative Standards of the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention. Member agencies must understand and comply with the standards. The standards are proprietary to the ICAC Board. Release of the standards is protected because release will likely jeopardize ongoing investigations.

Supervision

The day-to-day operational supervision of the Task Force is the responsibility of the OSBI Assistant Special Agent in Charge (ASAC) assigned to the ICAC Unit. The supervisor will work cooperatively with other supervisors and investigators from the participating agencies to keep them informed of Task Force issues and progress. Responsibility for the personal and professional conduct of Task Force members remains with the respective agencies, in keeping with each agency's rules regarding conduct. The administrative control of the Task Force is the responsibility of the OSBI Special Agent in Charge (SAC) who manages the OSBI ICAC Unit.

Investigator Selection Criteria

Each agency will identify specific officers who will be assigned to the Task Force. Only these officers will be permitted to conduct ICAC online investigations or perform forensic examinations pursuant to this agreement and ICAC operational and investigative standards.

Potential ICAC investigators should be evaluated for assignment to the Task Force based upon their work history, prior investigative experience, familiarity with computers and networks, court testimony skills, ability to handle sensitive information prudently, and a genuine interest in the protection of children. Each officer assigned to the Oklahoma ICAC Task Force must receive appropriate training prior to initiating online investigations.

The OSBI ICAC Unit ASAC is responsible for assigning and coordinating daily operational and administrative activities of the Task Force. The ICAC ASAC will maintain regular contact with ICAC Task Force officers in participating agencies to determine the status of investigations, provide supporting investigative and analytical information, and to identify and address issues pertaining to the overall operation of the Task Force. Each agency is responsible for the personal and professional conduct of its Task Force personnel.

Personnel

Personnel assigned to the Task Force will be evaluated by their respective agency heads/supervisors. Continued assignment to the Task Force will be dependent upon a satisfactory supervisory evaluation. At no time will the employees of a participating agency be deemed employees of another participating agency.

Investigations

All Task Force investigations will be conducted in the spirit of cooperation among agencies.

Proper execution and documentation of undercover operations provides the well-trained investigator with virtually incontrovertible evidence regarding a suspect's intent to exploit children. Investigations will follow ICAC operational and investigative standards and principles of law and due process.

Prosecution

When necessary, case-by-case analysis will be performed on each potential prosecution to determine in which jurisdiction the case will be prosecuted. A preference will be given to the jurisdiction initiating the prosecution. Those cases being considered for federal prosecution will be investigated pursuant to guidelines established by the appropriate United States Attorney.

Prevention and Education

Public education and awareness are key components of the ICAC initiative. Task Force agencies will provide information and guidance to children, parents, educators, and any other individuals concerned with child safety issues, through public presentations. These presentations will not depict identifiable victims or use pornographic or sexually explicit images, nor will confidential investigative techniques be discussed. No member of the Task Force may endorse any product or service without the express consent of the OJJDP Program Manager. Statistics concerning the number of presentations and participants reached will be reported to the ICAC task Force ASAC when requested.

Case Administration

As the lead law enforcement agency, the Oklahoma State Bureau of Investigation will be responsible for compiling and reporting Task Force activities to the ICAC Program Manager at OJJDP. Information on the activities of participating agencies will be collected in a prescribed format and reported in a timely fashion to the Oklahoma ICAC SAC.

Cases will be handled in compliance with each agency's case management policies and procedures.

Information Sharing

All Task Force members shall contribute case information for inclusion into one or more common databases. Access to the ICAC investigative website is available only to ICAC members and serves as a pointer system to assist in investigations. Basic case information (submitting Task Force information, Offender's screen name, identifiers, synopsis of investigation), as well as case update information (criminal proceedings, sentencing information, additional data on suspect) shall be submitted to the OSBI analyst assigned to support the ICAC Unit on a timely basis for inclusion in the database.

If any common target is identified, the initiating agency is responsible for contacting the other law enforcement agency targeting the suspect. Initiating agencies should also consider contacting other local, state, tribal and federal agencies, which may be involved in similar investigations.

Records, Reports and Evidence

Task Force members will maintain their own agency records and reports. All necessary case information will be provided to the OSBI analyst assigned to support the ICAC Unit on a timely basis for reporting purposes as outlined above.

Evidence will be impounded in the evidence room of the appropriate participating agency. Evidence will be handled by established rules of law regarding chain of evidence and property release.

The storage, security and destruction of investigative information shall be consistent with agency policy. At a minimum, information should be maintained in locked cabinets and under the control of Task Force personnel. Access to these files should be restricted to authorized personnel with a legitimate need to know.

Absent the availability of a trained and experienced forensic examiner in the investigator's agency, the OSBI's Digital Evidence Unit or other trained Task Force member will conduct forensic examinations of computers and related evidence in ICAC cases.

Media Relations and Releases

No information pertaining to Task Force operations will be released to the media without prior approval of all agencies with an immediate investigative or prosecutorial interest in the case. Media releases may be made jointly by all agencies participating in the case. Media releases shall not include information regarding confidential investigative techniques.

For coordination purposes, media releases relating to on-going prosecutions, crime alerts, or other matters concerning ICAC operations shall be made through the Oklahoma ICAC SAC.

Workplace and Equipment

Each participating agency agrees to make available its resources in support of a joint Task Force investigation. These may include, but are not limited to:

1. **Vehicles:** When appropriate, each agency will supply vehicles for its participating personnel.
2. **Communication Equipment:** Each agency will supply their personnel with two-way radios, and if available, cellular telephones. A list of current cellular telephone numbers will be provided to the ICAC ASAC. Email addresses, if

deemed security compliant with OSBI IT systems by OSBI/IT personnel, may be added to the OSBI ICAC Task Force message group.

3. **Safety Equipment:** Each agency will ensure its officers and agents assigned to the Task Force shall have all necessary equipment including, but not limited to, agency-authorized firearms, handcuffs, ballistic protective vests, audio recording devices, and any other equipment judged to be essential by the ICAC Commander.
4. **Dedicated Computer Hardware, Software, and Network Access Services:** Each agency shall provide or make available computer and peripheral hardware, software, and network access services dedicated to the exclusive use of its Task Force members. No personally owned equipment shall be used in ICAC investigations, and all software shall be properly acquired and licensed. The ICAC Commander, in an effort to standardize certain investigative and forensic procedures, may formulate guidelines for the selection, purchase and use of equipment and software. If sufficient funds are available, the purchase of equipment and services may be made through the ICAC grant.
5. **Dedicated Work Space:** In lieu of establishing a centralized facility or regional locations, each agency shall make available to its Task Force personnel sufficient workspace and office equipment in a secure area. This space must allow officers, agents and representatives to perform their duties away from public view and without undue distractions from personnel not assigned to the Task Force.

Compensation

Each participating agency agrees to provide wages and benefits for its personnel assigned to the Task Force. Payment of overtime expenses is the responsibility of each member agency.

Training

Task Force members will be provided advanced training to improve and enhance the job skills required to combat Internet crimes against children. Grant funds may be used to finance the training, subject to the availability of funding for this purpose.

Liability

Each agency shall assume responsibility and liability for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU. It is expressly understood and agreed that no agency or governmental entity executing this agreement in any way agree to alter or waive in whole or in part any privileges or immunities otherwise enjoyed by the agency or governmental entity executing this agreement. All agencies and governmental entities to this agreement agree to hold harmless all other agencies and governmental entities to this agreement for any liability, claim or damages arising by reason of negligence or

other wrongful acts of any officer, agent or employee of any agency or governmental entity to this agreement.

Term of Agreement

It is agreed that this MOU will be in force one (1) year from the final date of execution. Unless either party gives notice of their intent to allow the MOU to expire, this MOU shall automatically renew for another one (1) year term on the anniversary of the effective date. The MOU may be terminated at any time by a participating agency or the OSBI Director by delivering a written notice of termination to the ICAC SAC who will, in turn, notify all other participating agencies. An agency's termination of its involvement in ICAC will not negate the remaining agencies' participation and agreement under the MOU

In case any one or more of the provisions contained in this MOU shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision.

_____ Signature	_____ Date
_____ Please Print Name Appearing as Signature	_____ Title (e.g., Chief, Sheriff, Agent in Charge, etc.)
_____ Agency ORI Number	_____ Agency Name
_____ Agency Telephone Number (with area code)	_____ Address
_____ Director, OSBI	_____ Date

For OSBI ICAC Administrative Use Only:

EFFECTIVE DATE OF MOU: _____
RENEWAL DATE OF MOU: June 30, 2026
COPY ON FILE OSBI LEGAL: _____

ICAC Commander: _____
Inv. Div. Director : _____

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: Community Development

Agenda Item No. 4.e.

AGENDA ITEM: Accept property use agreement between the City of Chickasha and Willowbrook Inc.

I. BACKGROUND/DESCRIPTION:

This use agreement between The City of Chickasha and Willowbrook will allow them to use the city owned lot for construction purposes.

II. RECOMMENDED ACTION:

Accept property use agreement between the City of Chickasha and Willowbrook Inc.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jessica Green, Community Development Director	Fund (To)	Account	Amount
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 1, 2025	(From)		

V. ATTACHMENTS:

1. License with Willowbrook
2. Willowbrook information

PROPERTY USE AGREEMENT

Between the City of Chickasha and Willowbrook, Inc.

THIS PROPERTY USE AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 202_, by and between the City of Chickasha, Oklahoma, a municipal corporation (“City”), and Willowbrook, Inc., an Oklahoma corporation (“Licensee”). The Parties may be referred to individually as a “Party” and collectively as the “Parties.”

1. Purpose; Public Purpose Finding

The City grants this temporary, fully revocable license solely to support construction activities for the Chickasha Public Schools Lincoln Intermediate School, including staging, subcontractor parking, and material laydown, which constitutes a valid public purpose under Article 10, §14 of the Oklahoma Constitution because improvements to public school facilities are consistently recognized as benefiting the community. See *Grimes v. City of Oklahoma City*, 49 P.3d 719 (Okla. 2002); *State ex rel. Brown v. City of Warr Acres*, 946 P.2d 1140 (Okla. 1997). The City acts within a recognized municipal function, including its authority under 11 O.S. § 22-159 to support school construction, and retains full management and control of the Property, including the right to regulate its use and terminate this license at any time. See *Veterans of Foreign Wars v. Childers*, 171 P.2d 618 (Okla. 1946). The obligations of Licensee under this Agreement constitute full and adequate consideration for the temporary license granted.

2. Licensed Property

The Property subject to this Agreement is the vacant lot located at the northeast corner of 2nd Street and Minnesota Avenue, Parcel No. C001-00-075-015-0-000-00 (“Property”), and the City grants only a temporary, revocable license to use it. This Agreement does not create a leasehold, easement, or any other interest in real property, and the City retains the right to enter the Property at any time for municipal purposes.

3. Term; Hours of Access

The term of this Agreement shall commence on November 1, 2025, and shall expire on December 31, 2026, unless sooner terminated. Licensee shall access and use the Property only during normal construction working hours, which are Monday through Friday from 7:30 a.m. to 4:30 p.m.

4. Authorized Uses

Licensee shall use the Property only for subcontractor parking, placement and storage of construction materials and equipment, temporary job office trailers, construction dumpsters, temporary toilets, and materials including steel, windows, and brick. Licensee may place temporary storage containers on the Property for subcontractor materials and may temporarily bring heavy equipment onto the Property for unloading and delivery activities. Licensee may place gravel at the entrance for temporary access. No other use is permitted unless the City Manager or designee provides prior written approval. No hazardous, regulated, or flammable materials may be stored, used, transported, or disposed of on the Property for any reason, and any violation of this

prohibition shall require immediate removal at Licensee's expense and shall result in termination of this Agreement.

5. Licensee Responsibilities and Safety Measures

Licensee shall install temporary fencing and appropriate construction and safety signage at its sole cost. Licensee shall comply with all applicable federal, state, and local laws, including environmental laws, workplace safety requirements, and all applicable City codes.

6. Insurance Requirements

6.1 Licensee shall maintain, at its own expense and during the entire term of this Agreement, commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, automobile liability insurance with a minimum combined single limit of \$1,000,000, workers' compensation insurance as required by Oklahoma law, employer's liability insurance with limits of not less than \$1,000,000, and umbrella or excess liability insurance of not less than \$2,000,000, which may be used to satisfy total coverage limits.

6.2 The City of Chickasha, together with its officers, employees, officials, agents, boards, and representatives, shall be named as additional insureds on all liability policies, which shall be primary and noncontributory with waivers of subrogation in favor of the City.

6.3 The certificate of insurance provided will contain a statement requiring the insurance carrier to provide the City of Chickasha ten (10) days written notice prior to cancellation of coverage. Statements such as "will endeavor" and "but failure to notify owner shall impose no obligation or liability of any kind upon the company" shall not be allowed. All insurance required herein shall be issued by insurance companies licensed to do business in the State of Oklahoma.

7. Indemnification and Defense

Licensee shall defend, indemnify, and hold harmless the City of Chickasha, its officials, officers, employees, agents, boards, authorities, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, demands, damages, losses, liabilities, fines, penalties, judgments, costs, litigation expenses, and attorney fees arising out of or related to (i) Licensee's use or occupancy of the Property; (ii) any act or omission of Licensee or its employees, agents, subcontractors, or invitees; (iii) any injury to persons or damage to property occurring on or related to the Property; or (iv) any violation of law or this Agreement.

This indemnification obligation applies regardless of whether a claim is caused in part by the negligence of any Indemnified Party; provided, however, that Licensee shall not be required to indemnify any Indemnified Party for claims caused solely by that party's gross negligence or willful misconduct.

Licensee shall immediately assume the defense of the City upon written tender and shall use counsel acceptable to the City. All indemnification and defense obligations under this Section survive termination or expiration of this Agreement.

8. Restoration of Property

Upon expiration or termination of this Agreement, Licensee shall return the Property to the same condition it existed in before Licensee's use, ordinary wear excepted. Licensee shall remove all gravel, fencing, materials, containers, equipment, and debris, shall repair any damage to soil, grass, drainage features, or improvements, and shall remediate any environmental contamination caused by its operations. If Licensee fails to complete restoration within ten days of the City's written notice, the City may perform the work and Licensee shall reimburse all costs within fifteen days.

9. Noninterference with City Operations

Licensee's operations shall not interfere with City traffic, public safety activities, utility access, or municipal functions. The City may issue directives needed to protect public operations, and Licensee shall comply immediately.

10. Termination

The City may terminate this Agreement at any time, with or without cause, by providing twenty-four hours of written notice. Upon termination, Licensee shall immediately stop using the Property and complete all required restoration, and all indemnification, defense, and restoration obligations shall survive termination.

11. Notices

Notices to the City shall be delivered to:

City of Chickasha,
Attn: City Manager,
117 N. 4th Street,
Chickasha, Oklahoma 73018,
with email notice permitted to jim.crosby@chickasha.org.

Notices to Licensee shall be delivered to any of the below:

Willowbrook, Inc.,
Attn: Jeff McClure, Project Director,
at jeff.mcclure@willowbrook.build,

Brandi Whitehead, Project Manager, (405-409-5583),

Mike Bowman, Project Superintendent (405-222-6157).

12. Taxes.

The Property is exempt from ad valorem taxation while owned by the City of Chickasha. However, in the event that any ad valorem taxes, special assessments, or similar charges are assessed against the Property or against any personal property, fixtures, or improvements placed thereon by Willowbrook, Willowbrook shall be solely responsible for the payment of such taxes, assessments, or charges, and shall indemnify and hold the City of Chickasha from any liability. This obligation shall survive termination.

13. Governmental Tort Claims Act.

Nothing in this Agreement, including the indemnity and defense provisions, shall be interpreted as a waiver, limitation, or modification of any right, defense, immunity, or liability limit available to the City of Chickasha under the Oklahoma Governmental Tort Claims Act, 51 O.S. §§ 151 et seq., all of which are expressly preserved.

14. Miscellaneous

This Agreement shall be governed by Oklahoma law and sole venue shall lie in the District Courts of Grady County. Licensee shall not assign this Agreement without prior written approval of the City. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions. Any amendment must be in writing and approved by the City Council.

CITY OF CHICKASHA, OKLAHOMA

By:

Zachary Grayson, Mayor

Attest:

City Clerk

WILLOWBROOK, INC.

By: _____
Jeff McClure, Project Director

STATE OF OKLAHOMA)

)

GRADY COUNTY)

Before me, a notary public in and for said county and state, on this _____ day of _____, 2025, personally appeared _____, the _____ of Willowbrook, Inc. to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed for the uses and purposes therein set forth and that they had the legal authority to execute the same and bind Willowbrook, Inc.

My commission expires: _____

_____ Notary Public

Property use Request Form

Company Name: Willowbrook, Inc.
Contact Person: Jeff McClure, Project Director

Date of Request: November 11, 2025

1. Purpose of Use:
 - a. We are building an addition to Chickasha Public Schools Lincoln Intermediate and would like to use the land for subcontractor parking during construction as well as lay down and storage areas.
2. Requested Area of Property:
 - a. Empty lot on northeast corner of 2nd and Minnesota
3. Date of Use:
 - a. November 2025 through December 2026
4. Days/Hours of Access:
 - a. Construction Hours are Monday – Friday 7:30 am – 4:30 pm
5. Will equipment or materials be stored on the property?
 - a. Yes, construction materials will be stored on the property
 - i. Job Office
 - ii. Construction Dumpsters
 - iii. Temporary Toilets
 - iv. Steel, windows, brick, plus other types of construction materials.
6. Will construction vehicles or heavy equipment be present?
 - a. Subcontractor vehicles would park here during working hours.
 - b. Storage containers could be set on site to store materials in for subcontractors.
 - c. Some heavy equipment would be onsite but not for a long period of time, mainly to drop off items.
7. Will you provide proof of insurance and liability coverage?
 - a. Yes, please see attached.
8. Will safety barriers or signs be posted during use?
 - a. Yes, we will have a temporary fence put up around the property.
 - b. Willowbrook construction / safety signs will be posted.
9. Additional Notes or Conditions:
 - a. We would like to add gravel to the entrance
 - b. Property will be returned in same condition as it was when we started to use it.
 - c. Additional contacts for Willowbrook:
 - i. Brandi Whitehead, Project Manager
 1. 405-409-5583
 2. Brandi.whitehead@willowbrook.build
 - ii. Mike Bowman, Project Superintendent
 1. 405-222-6157
 2. Mike.bowman@willowbrook.build



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER/INSURICA and CONTACT NAME/INSURER(S). Includes details for License # 1017969, Melissa D Tiger, Hartford Underwriters Insurance Company, etc.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Inland Marine.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Scheduled Equipment details. Telehandler, 2016 Manitou, Serial #MT10055CH. Insurance limit \$141,666.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (Evidence of Coverage ONLY) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature).



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - RESIDENTIAL CONSTRUCTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

SCHEDULE OF EXCEPTIONS

Location(s)
Project(s)
Operation(s)

A. The following exclusion is added to Paragraph **2. Exclusions** under each Coverage Part of **Section I:**

Residential Construction Exclusion

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of, or related to, any "residential construction operations"; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard" arising out of, or related to, any "residential construction operations"; or
3. "Bodily injury" or "property damage" included within the "products-completed operations hazard" arising out of, or related to, any "construction operations" on, at or incidental to any building, structure, development or project that is converted to a "residential premises" after the insured's "construction operations" are complete. This subparagraph **A.3.** applies regardless of whether the insured has knowledge of or performs the conversion.

B. For claims arising out of a "mixed use development", the exclusion set forth in Section **A.** applies regardless of whether the "bodily injury", "property damage" or "personal and advertising injury" partially or exclusively arises out of commercial or industrial space.

C. The exclusion set forth in Section **A.** does not apply to the Locations, Projects, or Operations shown in the Schedule of Exceptions above. If no entry appears in the Schedule of Exceptions, the exclusion applies to all Locations, Projects, and Operations.

D. The following provision is added to Paragraph **4** of **Section IV - Conditions:**

1. For any Location, Project, or Operation shown in the Schedule of Exceptions above, any coverage provided under this endorsement is excess over any other valid and collectible insurance (including any deductible or self-insured retention portion thereof) available to the insured whether such other insurance is primary, excess or contingent

or provides coverage on any other basis.

2. Paragraph **D.1.** does not apply to an additional insured on this policy with whom an insured has agreed in a written agreement, written contract or permit that this insurance is primary, except when such additional insured also qualifies as an additional insured under another insurance policy. When an additional insured also qualifies as an additional insured under another insurance policy, Paragraph **D.1.** controls.

E. The following definitions are added to **Section V - Definitions**:

1. **"Construction operations"** means pre-construction, new construction, renovation, remodeling, rehabilitation, repair or maintenance and includes supervising or providing materials or "professional services" for operations or work performed by an insured or on an insured's behalf, for an insured or for others.
2. **"Mixed-use development"** means any form of building, structure, development or project that contains both commercial or industrial space and some form of building, structure, development or project that is a "residential premises". "Mixed-use development" does not include buildings, structures, developments or projects that solely and exclusively contain multiple types of commercial or industrial space.
3. **"Professional Services"** means the rendering of or failure to render any professional engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.
"Professional services" also includes:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
 - b. Supervisory or inspection activities performed as a part of any related architectural or engineering activities.
4. **"Residential construction operations"** means "construction operations" performed on or at any "residential premises" by an insured or on an insured's behalf, for the insured or for others.
5. **"Residential premises"** means any one or more of the following:
 - a. Condominium(s), cooperative(s), home(s), house(s), tract housing, timeshare(s), townhome(s) or townhouse(s);
 - b. "Mixed-use development";
 - c. Any form of building, structure, development or project with multiple dwelling units where such dwelling units are individually owned or intended for individual ownership, including any associated commercial or industrial space regardless of whether the "bodily injury", "property damage" or "personal and advertising injury" partially or exclusively arises out of such commercial or industrial space;
 - d. Any appurtenant common areas, structures, facilities, grounds, or improvements on or associated with a premises described in subparagraphs **E.5.a.** through **E.5.c.** above, except for public streets or roads, public rights of way, or utility easements.

However, "residential premises" do not include buildings, structures, developments or projects with multiple dwelling units where such dwelling units are not individually owned or not intended for individual ownership, including nursing homes, assisted living facilities, hospitals, dormitories, jails, prisons, military housing, apartment buildings, hotels or motels.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10)

days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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1. ALIENATED PREMISES COVERAGE

Exclusion j. Damage To Property of Section I - Coverage A is amended as follows:

a. The following exception to the exclusion is deleted:

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

b. This exception is replaced by the following:

Paragraph (2) of this exclusion does not apply if the premises are "your work".

2. DAMAGE TO YOUR WORK

A. Section I - Coverage A - Bodily Injury And Property Damage Liability, Paragraph 1. Insuring Agreement is amended to add the following:

f. Damages because of "property damage" include damages the insured becomes legally obligated to pay because of "property damage" to "your work" or caused by "your work", and such "property damage" shall be deemed to be caused by an "occurrence", if not intended or expected from the standpoint

of the insured , regardless of whether the "property damage" arises from breach of contract.

B. Exclusion I. Damage To Your Work of Section I - Coverage A is replaced by the following:

I. Damage to Your Work

"Property damage" to that particular part of "your work" that must be restored, repaired or replaced because "your work" was incorrectly performed and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work performed incorrectly was performed on your behalf by a subcontractor.

This Paragraph 2.B. does not apply if **Exclusion I. Damage To Your Work** has been otherwise modified by endorsement.

3. THAT PARTICULAR PART

This Paragraph 3. applies to **Exclusion j. Damage to Property**, subparagraphs (5), and (6), **Exclusion k. Damage to Your Product**, and **Exclusion I. Damage to Your Work**.

When performing operations as a "general contractor", the term that particular part shall not mean the entire construction, improvement or renovation project. For purposes of this provision, the term "general contractor" means the contractor signing the prime construction contract for a construction, erection, improvement or renovation project and that has main responsibility for such project including hiring all of the subcontractors and suppliers.

4. CONTRACTORS LIMITED PROFESSIONAL LIABILITY

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, and to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Professional services include:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (2) Supervisory or inspection activities performed as a part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

This exclusion does not apply to your operations in connection with construction work performed by you or on your behalf.

However, this exception to the exclusion will not apply if you are in the business or profession of providing the professional services described above independent from the construction work performed by you or on your behalf.

In the event this insurance applies to any injury, damage, loss, cost or expense covered by Professional Liability insurance issued by a company unaffiliated with us, then the insurance

afforded under this Coverage Part is excess over such other valid and collectible Professional Liability insurance (including any deductible or self-insured retention portion thereof), and any other valid and collectible insurance available to the insured whether primary, excess, contingent or on any other basis.

5. PER PROJECT AND PER LOCATION GENERAL AGGREGATE LIMITS OF INSURANCE

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed only to ongoing operations at a single "project" or a single "location";

1. A separate Per Project General Aggregate Limit or a separate Per Location General Aggregate Limit applies to each "project" or "location", whichever is applicable. The Per Project General Aggregate Limit and Per Location General Aggregate Limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Per Project General Aggregate Limit or the Per Location General Aggregate Limit, whichever applies, is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of;
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Per Project General Aggregate Limit for that "project" or the Per Location General Aggregate for that "location", whichever applies. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, the Per Project General Aggregate Limit for any other "project", or the Per Location General Aggregate Limit for any other "location".
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of

being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Project General Aggregate Limit if attributable only to ongoing operations at a single "project" or the Per Location General Aggregate if attributable only to ongoing operations at a single "location".

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A** and for all medical expenses caused by accidents under **Section I - Coverage C**, which cannot be attributed only to ongoing operations at a single "project" or a single "location";

1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Per Project General Aggregate Limit or any Per Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit, or any Per Project General Aggregate Limit or any Per Location General Aggregate Limit.

D. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

E. For the purposes of Paragraph 5., the following definitions apply:

"Project" means a premises an insured does not own or rent and where such insured performs construction-related operations. Each "project" involving the same or connecting lots, or premises whose connection is separated by a street, roadway, waterway, railroad or right-of-way shall be considered a single "project".

1. If a "project" has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" shall be considered a single "project". "Project" does not include a premises that is a "location".

2. "Location" means a premises an insured owns or rents and where such insured performs business operations other than construction-related operations. Each "location" involving the same or connecting lots, or premises whose connection is separated by a street, roadway, waterway or right-of-way railroad shall be considered a single "location." "Location" does not include a premises that is a "project".

This provision does not apply if the Per Project and the Per Location General Aggregate Limit has been otherwise modified by endorsement.

6. MEDICAL PAYMENTS COVERAGE - INCLUDING PRODUCTS-COMPLETED OPERATIONS

Paragraph 1.a. of the **Insuring Agreement - Coverage C** is replaced by the following:

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent;
- (3) Because of your operations; or
- (4) Included within the definition of the "products-completed operations hazard;"

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

7. INJURY TO EMPLOYEE'S REPUTATION WITH RESPECT TO INCIDENTAL MEDICAL MALPRACTICE

A. The following is added to Paragraph 1.e. of the **Insuring Agreement - Coverage A**:

- (3) With respect to incidental medical malpractice, "bodily injury" includes damages claimed for injury to emotions or reputation of an "employee" arising out of the rendering or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic services.

B. The following exclusion is added to Coverage B - Personal and Advertising Injury:

"Personal and advertising injury arising out of the rendering or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic.

8. BODILY INJURY EMPLOYEE SUITS

- A. "Bodily injury" as listed in Paragraph 2.a.(1) of Section II - Who Is An Insured, does not apply to 2.a.(1)(a) through 2.a.(1)(c).
- B. Part a. of Paragraph 4. Nonowned Watercraft in Section II - Who Is An Insured does not apply.

9. CONSOLIDATED INSURANCE (WRAP-UP) PROGRAMS

The following exclusion is added to Section I Coverage A:

This insurance does not apply to any "bodily injury" or "property damage" arising out of any "wrap project or premises" where an insured under this policy is or was also an insured under one or more commercial general liability (CGL) policies (including any umbrella or excess policies that include the commercial general liability policy(ies) as underlying insurance) included within a "consolidated insurance (wrap-up) program." This exclusion applies even if the limits of insurance for such "consolidated insurance (wrap-up) program" are exhausted or not collected for any reason, including bankruptcy or insolvency of the insurer providing coverage for the "consolidated insurance (wrap-up) program". This exclusion also applies if the CGL coverage afforded under the "consolidated insurance (wrap-up) program" is narrower in scope than the coverage provided by this policy.

This exclusion does not apply to:

A. Products-Completed Operations Hazard Exception

"Bodily injury" or "property damage" arising out of an "insured's operations" at or in connection with a "wrap project or premises" when such "bodily injury" or "property damage" commences after the "products-completed operations hazard" coverage or any completed operations extension coverage provided by the applicable "consolidated insurance (wrap-up) program" has ended or is no longer in effect.

B. Off-Site Location Exception

"Bodily injury" or "property damage" resulting from an "insured's operations" at or in connection with a "wrap project or premises" at a location to which the applicable "consolidated insurance (wrap-up) program" does not apply.

C. Repair Work And Punch List Work Exception

"Bodily injury" or "property damage" resulting from "repair work" or "punch list work" at a "wrap project or premises" but only when the applicable "consolidated insurance (wrap-up) program" does not apply or no longer applies to such "repair work" or "punch list work".

This exception does not apply to the cost of performing such "repair work" or "punch list work", or to the "repair work" or "punch list work" itself.

D. Additional Insured Extension

"Bodily injury" or "property damage" for which you are solely an additional insured under the "consolidated insurance (wrap-up) program".

The coverage provided under Paragraphs 9.A through 9.D. above is subject to all terms, conditions and exclusions of this policy.

For purposes of Paragraph 9, the following definitions apply:

"Consolidated insurance (wrap-up) program" means any agreement or arrangement, including any contractor-controlled, owner-controlled, project-specific or similar insurance program under which one or more contractor(s) working on a specified project are insured under one or more commercial general liability (CGL) policies (including any umbrella or excess policies that include the commercial general liability policy(ies) as underlying insurance) issued by a specified carrier for injury or damage arising out of operations conducted in connection with or necessary or incidental to the project.

"Insured's operations" means all operations performed by a named insured (and not sub-contracted or performed by others on the insured's behalf).

"Punch list work" means the "insured's operations" at or in connection with a "wrap project or premises" in order to complete the work called for in an insured's contract for the "wrap project or premises".

"Repair work" means the "insured's operations" that are service, maintenance, correction, repair, replacement work, or periodic inspection performed by an insured at or in connection with a "wrap project or premises", in order to replace or repair an insured's completed work.

"Wrap project or premises" means any premises or construction, erection, improvement or renovation project subject to a "consolidated insurance (wrap-up) program".

10. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

A. Exclusion p. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to liability for damages because of "bodily injury".

B. Exclusion w. of Section 1 - Coverage B - Personal and Advertising Injury is replaced by the following :

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following Paragraph is added to Section III - Limits Of Insurance:

Subject to Paragraph 5. **Each Occurrence Limit**, the most we will pay under **Coverage A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$100,000, unless modified by endorsement.

D. The following definition is added to Section V - Definitions:

"Electronic data" means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, (including systems and applications software) hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

E. For the purposes of the coverage provided by this provision, the definition of "property damage" in Section V - Definitions is replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

11. SUPPLEMENTARY PAYMENTS

In the **Supplementary Payments - Coverages A and B** provision:

The limit for the cost of bail bonds is increased to \$2,500.

12. TWO OR MORE COVERAGE PARTS OR POLICIES ISSUED BY US

If this policy and any other policy issued to an insured by us or any affiliated company provides coverage that applies to the same claim or damages, the maximum applicable limit(s) of liability or limit of insurance under all the policies will not exceed the highest applicable limit of liability or limit of insurance under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically written to apply as excess insurance over this policy.

13. NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

14. CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY

Exclusion e. of SECTION I - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY is replaced by the following:

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or

- (2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

15. INSURED CONTRACT DEFINITION

a. INSURED CONTRACT-CONSTRUCTION OPERATIONS AND MUNICIPAL WORK

Paragraph d. of the definition of "insured contract" in Section V - Definitions is deleted and replaced by the following:

An obligation, as required by ordinance, to indemnify a municipality.

b. CONTRACTUAL LIABILITY

Paragraph f. of the definition of "insured contract" is deleted and replaced by the following:

That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury", "property damage", or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

All other terms and conditions in the policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION IV

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
All, except Additional Insureds that are insured under a separate additional insured endorsement on this policy.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph **f.**, **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit** Paragraph of **Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) Your ongoing operations performed for such additional insured at the project(s) or location(s) designated in the Schedule;
- (2) Premises owned by or rented to you and shown in the Schedule; or
- (3) "Your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:
 - (a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

- (1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
 - (a) During the policy period; and
 - (b) Subsequent to the execution of such written contract or written agreement; and
 - (c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.
- (2) Only to the extent permitted by law; and

- (3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

- B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (i) The additional insured in the Schedule is a Named Insured under such other insurance; and
- (ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

POLICY NUMBER:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - RESIDENTIAL CONSTRUCTION

This endorsement modifies insurance provided under the
UMBRELLA LIABILITY POLICY

SCHEDULE OF EXCEPTIONS

Location(s)
Project(s)
Operation(s)

A. The following exclusion is added to Paragraph
B. Exclusions of Section I - COVERAGES:

Residential Construction Exclusion

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of, or related to, any "residential construction operations"; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard" arising out of, or related to, any "residential construction operations"; or
3. "Bodily injury" or "property damage" included within the "products-completed operations hazard" arising out of, or related to, any "construction operations" on, at or incidental to any building, structure, development or project that is converted to a "residential premises" after the insured's "construction operations" are complete. This subparagraph **A.3.** applies regardless of whether the insured has knowledge of or performs the conversion.

B. For claims arising out of a "mixed use development", the exclusion set forth in Section **A.** applies regardless of whether the "bodily injury", "property damage" or "personal and advertising injury" partially or exclusively arises out of commercial or industrial space.

C. The exclusion set forth in Section **A.** does not apply to the Locations, Projects, or Operations shown in the Schedule of Exceptions above. If no entry appears in the Schedule of Exceptions, the exclusion applies to all Locations, Projects, and Operations.

D. The following provision is added to Paragraph **G Other Insurance of Section VI - Conditions:**

1. For any Location, Project, or Operation shown in the Schedule of Exceptions above, any coverage provided under this endorsement is excess over any other valid and collectible insurance (including any deductible or self-insured retention portion thereof) available to the insured whether such other insurance is primary, excess or contingent or provides coverage on any other basis.

E. The following definitions are added to **Section VII - Definitions**:

1. **"Construction operations"** means pre-construction, new construction, renovation, remodeling, rehabilitation, repair or maintenance and includes supervising or providing materials or "professional services" for operations or work performed by an insured or on an insured's behalf, for an insured or for others.
2. **"Mixed-use development"** means any form of building, structure, development or project that contains both commercial or industrial space and some form of building, structure, development or project that is a "residential premises". "Mixed-use development" does not include buildings, structures, developments or projects that solely and exclusively contain multiple types of commercial or industrial space.
3. **"Professional Services"** means the rendering of or failure to render any professional engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.
"Professional services" also includes:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
 - b. Supervisory or inspection activities performed as a part of any related architectural or engineering activities.
4. **"Residential construction operations"** means "construction operations" performed on or at any "residential premises" by an insured or on an insured's behalf, for the insured or for others.

5. **"Residential premises"** means any one or more of the following:

- a. Condominium(s), cooperative(s), home(s), house(s), tract housing, timeshares townhome(s) or townhouse(s);
- b. "Mixed-use development";
- c. Any form of building, structure, development or project with multiple dwelling units where such dwelling units are individually owned or intended for individual ownership, including any associated commercial or industrial space regardless of whether the "bodily injury", "property damage" or "personal and advertising injury" partially or exclusively arises out of such commercial or industrial space;
- d. Any appurtenant common areas, structures, facilities, grounds, or improvements on or associated with a premises described in subparagraphs E.5.a. through E.5.c. above, except for public streets or roads, public rights of way, or utility easements.

However, "residential premises" do not include buildings, structures, developments or projects with multiple dwelling units where such dwelling units are not individually owned or not intended for individual ownership, including nursing homes, assisted living facilities, hospitals, dormitories, jails, prisons, military housing, apartment buildings, hotels or motels.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY OR PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY POLICY

I. Paragraph B.2 of Section III – **Who Is An Insured** is replaced by the following:

2. Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury", "property damage", or "personal and advertising injury"; and
- b. Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits shown for "underlying insurance"; or
- c. Beyond the period of time required by the written contract or written agreement.

In no event shall any coverage afforded to any such person or organization apply to any claim or "suit" to which "underlying insurance" does not apply. Coverage provided by this policy for any such additional insured will follow the provisions, exclusions and limitations of the "underlying insurance".

- II. Solely as respects the insurance afforded to any person or organization qualifying as an additional insured under Paragraph I. above, the **Other Insurance** condition in Section VI – **Conditions** is replaced by the following:

G. **Other Insurance**

1. This policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this policy.

These excess provisions apply, whether such other insurance is stated to be:

- a. Primary;
- b. Contributing;
- c. Excess; or
- d. Contingent.

2. However, the following provisions apply to other insurance available to any person or organization qualifying as an additional insured under Paragraph B.2. of Section III – **Who Is An Insured**, as amended by Item I. of this endorsement and who is also an additional insured under the Commercial General Liability Coverage Part scheduled in the "underlying insurance":

a. **Primary Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit to provide primary insurance to the additional insured, then, after the "underlying insurance" is

exhausted, this insurance will be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph 3. below.

b. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit to provide insurance to the additional insured that is primary and non-contributory, then, after the "underlying insurance" is exhausted, this insurance will be primary and we will not seek contribution from the additional insured's own insurance.

Paragraphs a. and b. do not apply to other insurance on which the additional insured qualifies as an additional insured pursuant to the terms of that policy or has been added as an additional insured by endorsement.

3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

III. The following is added to Section IV – Limits Of Insurance:

H. How Limits Apply To Additional Insureds

If you have agreed in a written contract, written agreement or permit that another person or organization be added as an additional insured on the Commercial General Liability Coverage Part scheduled in the "underlying insurance" and such person or organization also qualifies as an additional insured under this policy, the most we will pay on behalf of such insured is the lesser of:

- a. The limits of insurance specified in the written contract, written agreement or permit, less any amounts payable by any "underlying insurance"; or
- b. The Limits of Insurance shown in the Umbrella Liability Policy Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Umbrella Liability Policy Declarations and described in other provisions of this Section.

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: City Clerk

Agenda Item No. 4.f.

AGENDA ITEM: Acknowledge receipt of the Economic Development Council of Chickasha, Inc. check details for October 2025.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 1, 2025	(From)		

V. ATTACHMENTS:

1. OCTOBER 2025

Economic Development Council of Chickasha, Inc.

Check Detail

October 2025

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
101.1	First National	0401				
10/03/2025	Check	DD	IRS		R	-
				DD		2,889.12
						-
						2,889.12
10/07/2025	Check	DD	Oklahoma Tax Commission		R	-455.00
				DD		-455.00
10/14/2025	Check	8072	Intellego Media, LLC		R	-
				Inv 0527		4,103.00
						4,103.00
10/14/2025	Check	8073	Life Skills Institute		R	-500.00
				October cleanup		500.00
10/14/2025	Check	8074	Visa Credit Card		R	-
				Zoom		3,894.38
				CN Landing Resort		15.99
				Gannett Media		170.23
				The Territory		14.99
				American Alrines		117.64
				Southwest Airlines		477.49
				Lightspeed Golf		340.48
				Int Fee		443.50
				Walmart		12.42
				Tropical Smoothie - Tom Cole luncheon		45.03
				Ross Seed - flowers		458.01
				Adobe		88.67
				American Alrines		19.99
				Walmart		45.00
				LAAC Restaurant		40.20
				USPS		84.28
				USPS		14.75
				Budget Rent a Car		130.82
						1,374.89
10/15/2025	Check	ACH	Matthew T Brooks, Jr.		R	-
				Payroll Research		-
10/15/2025	Check	ACH	Jim Cowan		R	-
				Payroll Director		-
10/15/2025	Check	ACH	Cheryl Critchfield		R	-
				Payroll Operations		-
10/22/2025	Check	DD	IRS		R	-
				DD		2,889.12
						-
						2,889.12
10/24/2025	Check	DD	Oklahoma Tax Commission		R	-455.00
				DD		-455.00
10/31/2025	Check	ACH	Matthew T Brooks, Jr.		R	-
				Payroll Research		-

Economic Development Council of Chickasha, Inc.

Check Detail

October 2025

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
10/31/2025	Check	ACH		Payroll Director Mileage Phone	R	-
10/31/2025	Check	ACH	Cheryl Critchfield	Payroll Operations	R	-
10/31/2025	Check	8075	Certified Folder Display Service	Inv INV40-005834 Folder Display - annual		-
				Inv INV40-005834 Folder Display - annual		1,450.00
10/31/2025	Check	8076	Edward Jones Financial	Brooks, Critchfield		-505.00
				Brooks, Critchfield		-505.00
10/31/2025	Check	8077	VSP Vision Care	30099313 Brooks, Cowan, Critchfield		-44.91
				30099313 Brooks, Cowan, Critchfield		44.91
10/31/2025	Check	8078	Mollman Outdoor	Inv Q41260, Q41206, Q41200		-
				inv Q41260, Q41206, Q41200		1,593.21
10/31/2025	Check	8079	OH18 LLC	Inv 4039,4040		-
				inv 4039,4040		1,310.00
10/31/2025	Check	8080	Chickasha Rotary Club	Inv 2434,2375,2432 Brooks, Cowan		-632.00
				Inv 2434,2375,2432 Brooks, Cowan		632.00
10/31/2025	Check	8081	Delta Dental of Oklahoma	Inv 2209838 Cowan, Critchfield, Brooks		-180.00
				Inv 2209838 Cowan, Critchfield, Brooks		180.00
10/31/2025	Check	8082	Best Western Plus	Dept of Tourism scheduled travel writers Inv 5558,5559,5560,5561,5582		-708.11
				Dept of Tourism scheduled travel writers Inv 5558,5559,5560,5561,5582		708.11
10/31/2025	Check	8083	Angel, Johnston & Blasingame, P.C.	Inv 57705		-275.00
				Inv 57705		275.00
10/31/2025	Check	8084	Dillon & Associates, PC	Inv 3940 annual audit		-
				Inv 3940 annual audit		6,200.00
10/31/2025	Check	8085	Blue Cross & Blue Shield	277770 Cowan, Critchfield, Brooks		-
				277770 Cowan, Critchfield, Brooks		3,151.93
10/31/2025	Check	8086	Vanguard	Cowan		-
				Cowan		2,550.00
10/31/2025	Check	8087	KSWO	Inv 4087513-2		-
				Inv 4087513-2		1,000.00
10/31/2025	Check	8088	Chickasha Industrial Development Co	California Business Recruiting Trip / CIA PSO sponsors		-

Economic Development Council of Chickasha, Inc.

Check Detail

October 2025

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
			LLC			7,500.00
				California Business Recruiting Trip / CIA PSO sponsors		7,500.00
10/31/2025	Check	8089	KWCO-Kool 105.5	Inv IN-1250952566		-260.00
				Inv IN-1250952566		260.00
10/31/2025	Check	8090	Public Service Company of Oklahoma	953-937-571-2-5		-42.56
				953-937-571-2-5		42.56
10/31/2025	Check	8091	Vitus Investments	October 2025 storage rental		-300.00
				October 2025 storage rental		300.00
10/31/2025	Check	8092	Chickasha Chamber of Commerce	October rent/utilities		-
				October rent/utilities		1,816.83
				October rent/utilities		1,816.83
10/31/2025	Check	SVCCHRG		Service Charge	R	-40.72
						40.72

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: Finance

Agenda Item No. 4.g.

AGENDA ITEM: Acceptance of Resolution 2025-34R amending the FY 25-26 Budget.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Acceptance of Resolution 2025-34R amending the FY 25-26 Budget.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rich Edwards, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 1, 2025	(From)		

V. ATTACHMENTS:

1. 20251125093144810
2. Res. 2025-34R Budget Amendment

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

X INCREASE DECREASE TRANSFER

Fund: GENERAL
 Fund No.: 11
 Amendment No.: 2
 Fiscal Year: 2025-2026

Bud Adj # 566

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4300-087	ARVEST / BODY ARMOR	X 5,000.00		X 5,000.00	
570-5300-056	ARVEST / BODY ARMOR				
TOTALS		5,000.00	-	5,000.00	-

EXPLANATION:
 To reflect Grant from the Arvest Foundation to assist with the purchase of Body Armor for the Police Department

Approved by City Manager: _____
 Date: 11/24/25 Signature: [Signature]

Approved by City Council: _____
 Date: _____ Signature: _____

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

INCREASE DECREASE TRANSFER

Fund: GENERAL
 Fund No.: 11
 Amendment No.: 6
 Fiscal Year: 2025-2026

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
517-5308-007	TIF District rebate ageement	474,276.12		474,276.12	
4400-001	Available fund balance- GG				
TOTALS		474,276.12	-	474,276.12	-

EXPLANATION:
 Increase to accommodate resolution of Sales Tax Rebate Agreement.

Approved by City Manager:

11/24/25 [Signature]
 Date Signature

Approved by City Council:

 Date Signature

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

INCREASE DECREASE TRANSFER

Fund: GENERAL
 Fund No.: 11
 Amendment No.: 7
 Fiscal Year: 2025-2026
 BUD ADJ 572

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
11-508-5305-029	DOLLAR GENERAL GRANT			2,500.00	
4300-029	DOLLAR GENERAL GRANT	2,500.00			
TOTALS		2,500.00	-	2,500.00	-

EXPLANATION:
 Increase for grant received from Dollar General for the library 2025-2026.

Approved by City Manager:

11/24/25 [Signature]
 Date Signature

Approved by City Council:

 Date Signature

"Exhibit E"

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

X INCREASE _____ DECREASE _____ TRANSFER

Fund: GENERAL

Fund No.: 11

Amendment No.: 8

Fiscal Year: 2025-2026

Bud Adj. 579

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
501-5101-001	SALARIES			80,000.00	
501-5102-003	OMRF RETIREMENT			8,464.00	
501-5102-004	FICA			6,227.00	
501-5103-003	AUTO ALLOWANCE			5,200.00	
501-5104-002	HEALTH INSURANCE			5,485.00	
501-5104-003	WORKERS COMP			108.00	
4700-001	AVIALABLE FUND BALANCE	105,484.00			
TOTALS		105,484.00	-	105,484.00	-

EXPLANATION:
Moving Marketing Director's budgetted payroll from CIA budget to General- Admin. This will realign the budget.

Approved by City Manager:

11/24/25 [Signature]
Date Signature

Approved by City Council:

Date Signature

"Exhibit F"

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

INCREASE DECREASE TRANSFER

Fund: Police Training
Fund No.: 29
Amendment No.: 1
Fiscal Year: 2025-2026

Bud Adj: 571

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4400-000	MISCELLANEOUS REVENUE	875.00			
503-5201-007	AMMUNITION, TARGETS, ETC			875.00	
TOTALS		875.00	-	875.00	-

EXPLANATION:
Proceeds from sale of ammunition brass.

Approved by City Manager:

11/24/25 James De Cady
Date Signature

Approved by City Council:

Date Signature

"Exhibit 6"

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

INCREASE DECREASE TRANSFER

Fund: CHICKASHA INDUSTRIAL AUTHORITY (CIA)

Fund No.: 25

Amendment No.: 1

Fiscal Year: 2025-2026

Bud Adj: 573

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4300-014	DEQ CLEAN COMMUNITY GRA	30,000.00			
525-6450-030	COMMUNITY CLEANUP			30,000.00	
TOTALS		30,000.00	-	30,000.00	-

EXPLANATION:
Department of Environmental Quality (DEQ) Keep Oklahoma Beautiful (KOB) Grant for Community Cleanup Program

Approved by City Manager:

11/24/25 [Signature]
Date Signature

Approved by City Council:

Date Signature

"Exhibit H"

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

INCREASE DECREASE TRANSFER

Fund: GENERAL
Fund No.: 11
Amendment No.: 5
Fiscal Year: 2025-2026
Bud Adj. 574

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4300-088	Firehouse Subs PSF Grant	24,500.00			
570-6300-088	Firehouse Subs PSF Grant			24,500.00	
TOTALS		24,500.00	-	24,500.00	-

EXPLANATION:
Adding budget for grant received from Firehouse subs for the purchase of 35 Sets of wildland bunker gear (Lakeland Coats & Pants).

Approved by City Manager:

11/24/25 [Signature]
Date Signature

Approved by City Council:

Date Signature

RESOLUTION NO. 2025-34R

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA,
GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE CITY OF
CHICKASHA ADOPTED BUDGET FOR FISCAL YEAR 2025-26**

WHEREAS, pursuant to the Oklahoma Municipal Budget Act, 11 O.S. Section 17-201 through 17-216, all steps in the process of developing the City's Budget for FY 2024-25 were followed, culminating the adoption of the Budget by the Mayor and Council on June 16, 2025; and

WHEREAS Sections 17-215 and 17-216 of the Oklahoma Municipal Budget Act specifically authorizes amendments to the adopted budget; and

WHEREAS, the Mayor and Council have determined a need to amend the adopted budget; and

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Chickasha, Grady County, Oklahoma, that:

Section 1. The adopted FY 2025-26 Budget for the GENERAL Fund #11 is hereby amended and attached hereto as "Exhibit A"; and

FY 2025-26 Budget for the GENERAL Fund #11 is hereby amended and attached hereto as "Exhibit B";
and

FY 2025-26 Budget for the GENERAL Fund #11 is hereby amended and attached hereto as "Exhibit C";
and

FY 2025-26 Budget for the GENERAL Fund #11 is hereby amended and attached hereto as "Exhibit D";
and

FY 2025-26 Budget for the GENERAL Fund #11 is hereby amended and attached hereto as "Exhibit E";
and

FY 2025-26 Budget for the POLICE TRAINING Fund #29 is hereby amended and attached hereto as "Exhibit F"; and

FY 2025-26 Budget for the CHICKASHA INDUSTRIAL AUTHORITY Fund #25 is hereby amended and attached hereto as "Exhibit G"; and

FY 2025-26 Budget for the GENERAL Fund #11 is hereby amended and attached hereto as "Exhibit H".

This Resolution shall be in full force and effect from and after the passage and approval by the Mayor and Council of the City of Chickasha, Grady County, Oklahoma.

Adopted this 1st day of December 2025.

Zachary Grayson, Mayor

ATTEST:

Susan M. McDaniel, CMC - City Clerk

(SEAL)

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: Community Development

Agenda Item No. 6.a.

AGENDA ITEM: Public Hearing - to discuss and consider the Preliminary and Final Plats for Sagebrush Villas located at the Northwest corner for N Grand Ave & E Ada Sipel Ave

I. BACKGROUND/DESCRIPTION:

This item was approved by the Planning Commission on 11/12/2025.
Engineering has approved

II. RECOMMENDED ACTION:

Hold Public Hearing

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jessica Green, Community Development Director	Fund (To)	Account	Amount
	FUND	ACCOUNT	AMOUNT
Meeting Date: 12/1/2025	(From)		

V. ATTACHMENTS:

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: Community Development

Agenda Item No. 6.b.

AGENDA ITEM: Discussion, consideration, and possible action to approve the Preliminary and Final plat for Sagebrush Villas.

I. BACKGROUND/DESCRIPTION:

This plat was approved by Planning Commission on 11/12/25

II. RECOMMENDED ACTION:

Approve the Preliminary and Final plats for Sagebrush Villas.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
Jessica Green, Community Development Director	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 1, 2025	(From)		

V. ATTACHMENTS:

1. application for FINAL PLAT
2. Subdivision Plat Application
3. Sagebrush Villas Preliminary Plat NO BUILDINGS
4. Sagebrush Villas Final Plat

CITY OF CHICKASHA
APPLICATION FOR FINAL SUBDIVISION PLAT APPROVAL

I (We), hereby make application for approval of the subdivision of land described below and on the accompanying plat under authority of the City of Chickasha's Subdivision Regulations. Supplementary materials are attached hereto and specifically made a part of this application for all purposes. I (We) accept responsibility for any errors or omissions on this form and accompanying supplementary materials even if such errors or omissions should result in the postponement of this plat review by the Planning Commission and/or City Council.

Applicant Name: Lance Mills
Address: 11700 S County Line Rd. Oklahoma City, OK 73173
Phone Number: 405.406-2372
Owner's Name: Fair Ground Holdings, LLC.
Property Owners Address: 20 NE 38th Street, Oklahoma City, OK 73105
Phone Number: 405.406-2372
Engineer/Surveyor: Cedar Creek Consulting/Golden Land Surveying
Address: 11912 N Pennsylvania Ave. Suite D-4 OKC, OK 73120
Phone Number: 405.778-3385

Subdivision Location: Grande Blvd and Ramsey Road
Total Acreage: 6.86 Total Lots: 22 Total To Be Developed: 21

Describe existing/proposed easements or other restrictions on or effecting the property:
Currently Lot 1 Block 1 of "The Villas At Grand Avenue"
Common Area B of said plat is the detention area for Lot 1 Block 1

Describe vacations of plats, easements, etc. needed:
ROW for Sagebrush Trail will be dedicated
common area and utility easements will be dedicated
drainage easement will be dedicated to convey water from street

Proposed Land Uses:

Present Zoning: mixed use PUD Proposed Zoning: no change - current PUD
Proposed Land Use: multi family and industrial allows for proposed land use


Applicant Signature: _____ Date: 9/30/25

CITY OF CHICKASHA
APPLICATION FOR SUBDIVISION PLAT APPROVAL

I (We), hereby make application for approval of the subdivision of land described below and on the accompanying plat under authority of the City of Chickasha's Subdivision Regulations. Supplementary materials are attached hereto and specifically made a part of this application for all purposes. I (We) accept responsibility for any errors or omissions on this form and accompanying supplementary materials even if such errors or omissions should result in the postponement of this plat review by the Planning Commission and/or City Council.

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Subdivision Location: Grande Blvd and Ramsey Road
Total Acreage: 6.86 Total Lots: 22 Total To Be Developed: 21

Describe existing/proposed easements or other restrictions on or effecting the property:
Currently Lot 1 Block 1 of "The Villas At Grand Avenue"
Common Area B of said plat is the detention area for Lot 1 Block 1

Describe vacations of plats, easements, etc. needed:
ROW for Sagebrush Trail will be dedicated
common area and utility easements will be dedicated
drainage easement will be dedicated to convey water from street

Proposed Land Uses:

Present Zoning: mixed use PUD Proposed Zoning: no change - current PUD
Proposed Land Use: multi family and industrial allows for proposed land use


Applicant Signature: _____ Date: 9/30/25

80.2.4 Contents of Preliminary Plat

The Preliminary Plat shall contain or show the following information:

- A. The scale, north point, and date;
- B. The proposed name of the subdivision and the wording "Preliminary Plat":
- C. The names and addresses of the owners of record, the subdivider and the professional engineer preparing the plat;
- D. A key map showing the location of the proposed subdivision referenced to existing or proposed major streets and to government section lines, and including the boundaries and number of acres of the drainage area of which the proposed subdivision is a part at a scale of 1"=2000';
- E. Names, with location of intersecting boundary lines, of adjoining subdivisions, and location of City limits, if falling within or immediately adjoining the tract;
- F. A topographic map showing existing contours with intervals not to exceed two (2) feet referenced to a United States Geological Survey or Geodetic Survey bench mark or monument. Floodplain boundaries shall be shown.
- G. The location of existing property lines, existing easements, buildings, fences, and other existing features within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property; provided, however, that actual measured distances shall not be required.
- H. The location of any natural features, such as watercourses, waterbodies, flood hazard areas, tree masses, steep slopes, or rock outcroppings, within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.
- I. The location, width, and name of all existing or platted streets or other public ways within or immediately adjacent to the tract.
- J. The location, size, and elevations of all existing sewers, water mains, culverts and other drainage facilities within the tract and on immediately adjacent property.
- K. Proposed fill or other structure elevating techniques, levees, channel modification, and other methods to overcome flood or erosion related hazards. Such fill and compaction shall be in conformance with the International Building Code.
- L. The location of all existing or abandoned oil and gas wells, oil or gas pipelines, and other appurtenances associated with extraction, production, and distribution of petroleum products and all related easements on the site or on immediately adjacent property.
- M. Zoning District Classification (if there is more than one [1] classification, delineation of each district shall be shown) on land to be subdivided and on adjoining property.
- N. The location, rights-of-way widths, paving width and street names of proposed streets.

- O. The length of the boundaries of the tract, measured to the nearest foot, and the proposed locations and widths of alleys, easements, and setback lines and the approximate lot dimensions.
- P. The proposed location and dimension size of all water distribution facilities.
- Q. The proposed location and dimension size of all sewage collection and disposal facilities.
- R. The proposed location and dimension size of all storm water management and control facilities.
- S. The location and width of all pedestrian cross walks, sidewalks, bike trails, or other supplementary movement systems.
- T. The approximate location, dimension, and area of all parcels of land proposed to be set aside for park or playground use, or other public uses including schools, institutional or civic uses, or for the common use of property owners in the proposed subdivision.
- U. The classification of every street within or adjacent to the subdivision based on the proposed design. This shall be done by placing the appropriate term (freeway, major arterial, minor arterial, collector, or local) directly on each street.

80.2.5 Statistical Data

The applicant shall provide the following statistical data:

- A. The total number of gross acres.
- B. The total number of lots.
- C. The number of dwelling units, the acreage, the residential density, and the net residential density by housing type.
- D. The number of lots and acreage allocated to commercial and industrial uses including the square footage of commercial and industrial structures if appropriate.
- E. The acreage allocated to parks and common recreational use.
- F. The acreage allocated to common open space.
- G. The lineal footage of proposed public local, collector and arterial streets.
- H. The acreage allocated to other public and semi-public uses.

80.2.6 Preliminary Engineering Design

The following information shall be shown either on the Preliminary Plat or on supporting maps as appropriate:

- A. The proposed street layout and design shall show the following:
 1. Pavement widths
 2. Typical street standards
 3. The direction of storm water flow.
 4. The location and dimension of all private access facilities.
 5. Bridges, culverts, overpasses, and other proposed grade separations.

6. Width of right-of-way for all public and private streets.
 7. The location and width of all proposed sidewalks and crosswalks.
 8. Width of all public drainage and/or utility easements.
 9. The proposed location of all street lights.
- B. The proposed water distribution and design layout shall be shown with:
1. Existing water main location and size.
 2. Proposed water main location and size in accordance with design criteria and standard details for construction of water distribution including individual lot water service connections, when applicable.
 3. The location and spacing of fire hydrants.
 4. Special structures such as elevated storage tanks and pump stations.
- C. Sanitary sewer layout shall be shown with;
1. Size of existing and proposed sanitary sewers.
 2. Special structures such as lift stations and inverted siphons.
 3. Layout of sewage treatment facilities such as lagoons, oxidation ponds, and package plants. Additional information may be required by the City Engineer.
- D. The proposed method of handling storm water within and through the subdivision shall be shown indicating;
1. The area of the preliminary drainage plan in acres shown at points where storm water enters and leaves the proposed subdivision, and where drainage channels intersect roadways and at junction points.
 2. A drainage map indicating the direction of storm water flow from all points within the subdivision.
 3. The location, size, and type of existing and proposed storm water control facilities including storm sewers, inlets, culverts, swales, channels, and retention or detention ponds and areas. The approximate area in acres served by said facilities shall be shown.
 4. Special structures such as dams, spillways, dikes or levees.
 5. The location of the regulatory floodway upon completion of the improvements and an engineering report on the downstream flood impacts.
- E. The proposed supplemental transportation systems showing the layout and dimensions of walkways, sidewalks, bike trails, and other related improvements shall be indicated.

80.2.7 Preliminary Plat Filing Fee

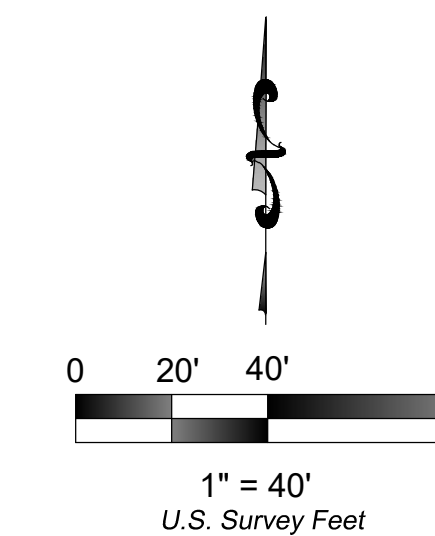
To defray the cost of review and administration procedures, a filing fee shall be paid to the City Clerk at the time of Preliminary Plat application. Preliminary Plat fees shall be in the following amount:

- A. For two (2) acre lot or greater development: four hundred and nine dollars and twenty five cents (409.25) dollars plus three (\$3.00) dollars per lot up to fifty (50) lots and one (\$1.00) dollar per lot for over fifty (50) lots.
- B. For less than two (2) acre lot development: four hundred and nine dollars and twenty five cents (409.25) dollars plus one (\$1.00) dollar per lot up to fifty (50) lots and fifty (.50) cents per lot for over fifty (50) lots.

The complete Subdivision Regulations are available at www.chickasha.org.

SAGEBRUSH VILLAS

being a Replat of Lot 1, Block 1, THE VILLAS AT GRAND AVENUE
A Subdivision of the Southeast Quarter (SE/4), Section Twenty-Seven
(27), Township Seven (7) North Range Seven (7) West of the Indian
Meridian, Chickasha, Grady County, Oklahoma



LEGAL DESCRIPTION

All of Lot 1, Block 1, THE VILLAS AT GRAND AVENUE, a plat filed in the office of the Grady County clerk, in Book 5963, Page 366, being more particularly described as follows:

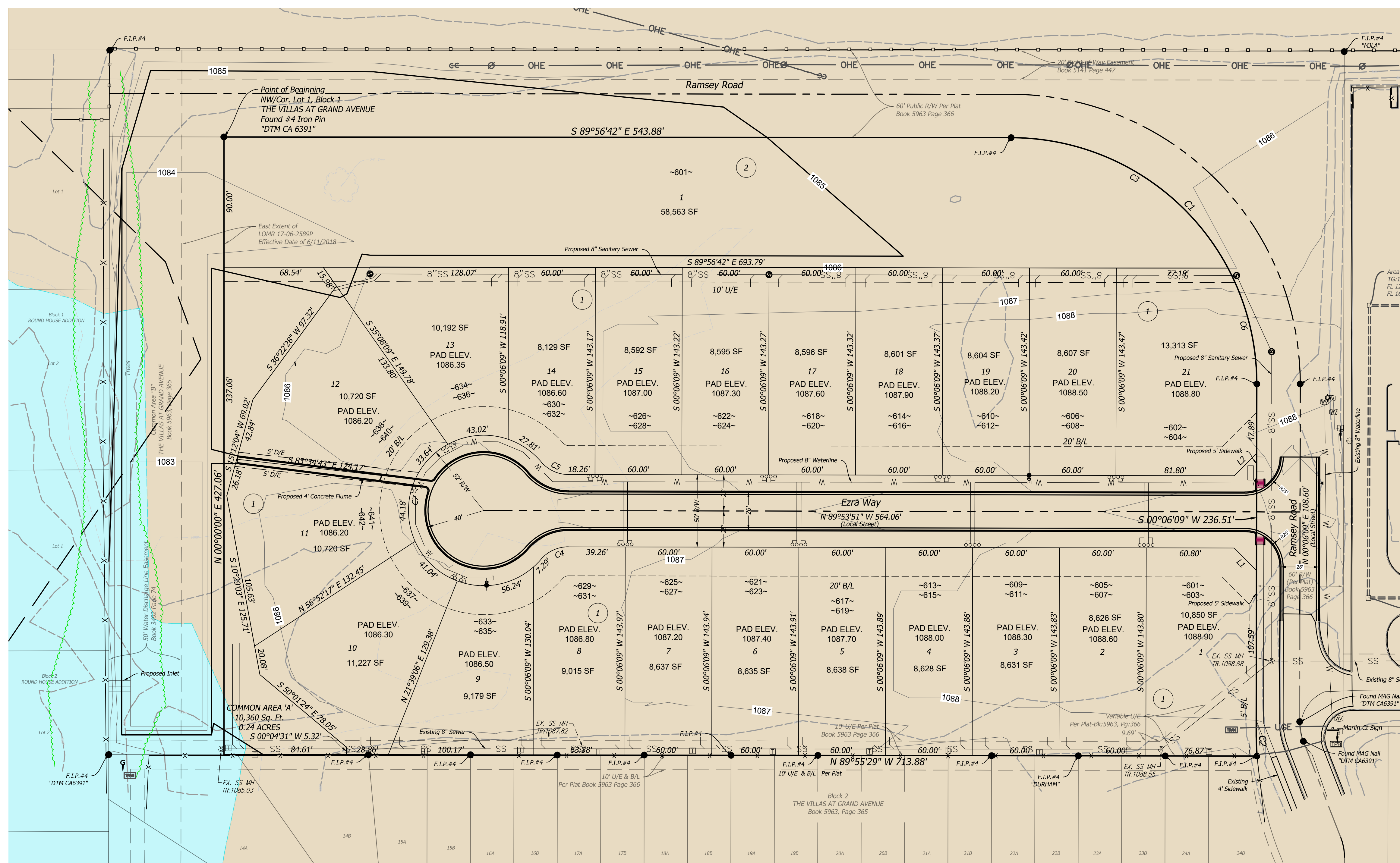
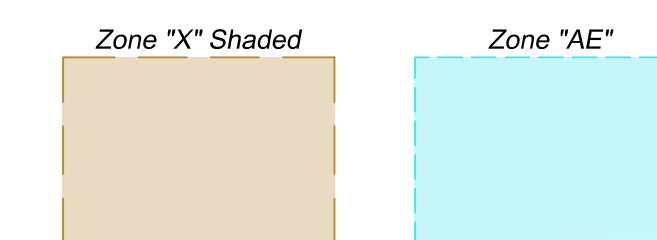
Beginning at the Northwest Corner of said Lot 1;
Thence S89°56'42"E a distance of 543.88 feet;
Thence along a curve to the right having a radius of 170.00 feet and a chord bearing of S44°55'16"E and a chord length of 240.52 feet for an arc distance of 267.18 feet;
Thence S00°06'09"W a distance of 236.51 feet;
Thence along a curve to the left having a radius of 230.00 feet and a chord bearing of S01°37'26"E and a chord length of 20.67 feet for an arc distance of 20.68 feet;
Thence N89°55'29"W a distance of 713.88 feet;
Thence N00°00'00"W a distance of 427.06 feet to the Point of Beginning.
Containing 298,647 Square Feet or 6.86 Acres, more or less.

NOTES

- This plat of survey meets the Oklahoma Minimum Standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors, and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.
- Monuments set for Lot Corners and the Road Center Line shall be as follows:
Paved surfaces - A Magnetic Nail with a Washer stamped "GOLDEN CA 7263"
Unpaved surfaces - A 1/2" Iron Rod with a Plastic Cap Stamped "GOLDEN CA 7263"
- The proposed roadways shown on this plat will adhere to the county standard road specifications.

Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	267.18	170.00	090.0475	S 44°55'16" E 240.52
C2	20.67	230.00	005.1515	S 01°37'26" E 20.67
C3	183.74	170.00	061.9275	N 58°58'53" W 174.93
C4	21.60	25.00	049.5073	S 65°00'56" W 20.94
C5	21.60	25.00	049.5073	S 65°00'56" W 20.94
C6	83.43	170.00	028.1200	N 13°57'27" W 82.60
C7	253.23	52.00	279.0147	S 00°06'09" W 67.53

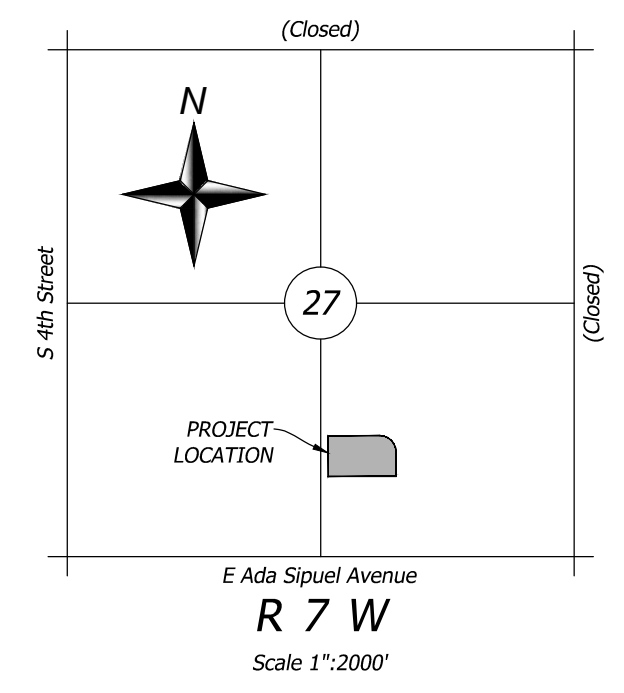
Line Table		
Line #	Direction	Length
L1	N 44°46'12" W	21.89
L2	N 44°58'30" E	21.89



LEGEND

- Section Corner
- Quarter Corner
- Set 1/2" Iron Rod
- Set MAG Nail
- Plat Boundary Line
- Lot Line (This Plat)
- Easement (This Plat)
- Building Limit Line (This Plat)
- Existing Lot Line
- Existing Easement
- Existing Building Limit Line
- U/E - Utility Easement
- B/L - Building Limit Line
- R/W - Right of Way

NOTE: ALL MONUMENTS SET ARE CAPPED 1/2" IRON PINS OR MAG NAILS WITH WASHERS BOTH BEING STAMPED "GOLDEN CA 7263"



SITE DATA

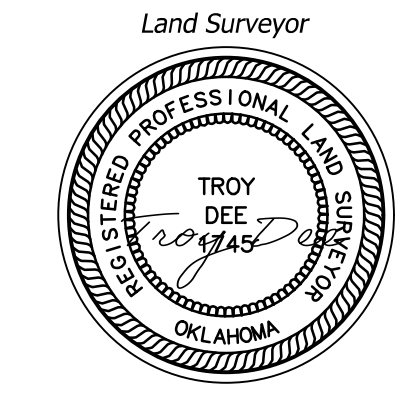
LOT INFORMATION	
NUMBER OF LOTS:	21
TOTAL AREA OF DEVELOPMENT:	6.86 ACRES
DWELLING UNITS:	42
RESIDENTIAL DENSITY:	##
NET RESIDENTIAL DENSITY:	##
COMMERCIAL LOTS:	0
INDUSTRIAL LOTS:	1
PARK & COMMON RECREATIONAL USE:	0 ACRES
COMMON AREA ACREAGE:	0.24 ACRES
COMMON OPEN SPACE:	0.24 ACRES
COLLECTOR STREET:	109 L.F.
LOCAL STREET:	564 L.F.
PUBLIC/SEMI PUBLIC ACREAGE:	0 ACRES

ZONING
MIXED USE PUD

OWNER/SUBDIVIDER
BRJ Investments, LLC
11200 S County Line Road
Oklahoma City, OK 73173

ENGINEER
CEDAR CREEK INC.
LANCIE MILLS
PO BOX 14534 OKC, OK 73113

SURVEYOR
GOLDEN LAND SURVEYING
TROY DEE
4131 N.W. 122ND ST., SUITE 100
OKLAHOMA CITY, OK 73120



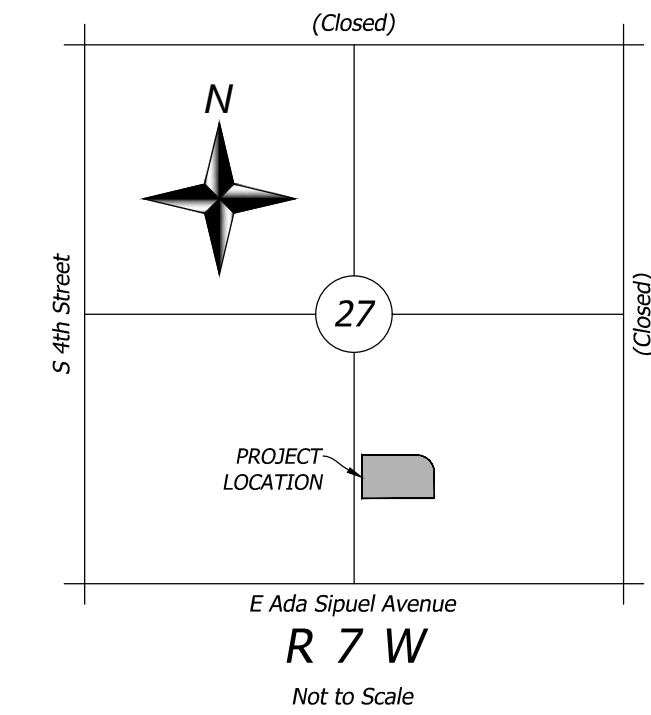
Prepared By
GOLDEN LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date = 6/30/2026
Telephone: (405) 849-6010 Email: troy@goldens.com

FINAL PLAT

of

SAGEBRUSH VILLAS

being a Replat of Lot 1, Block 1, THE VILLAS AT GRAND AVENUE
A Subdivision of the Southeast Quarter (SE/4), Section Twenty-Seven (27), Township Seven (7) North
Range Seven (7) West of the Indian Meridian, Chickasha, Grady County, Oklahoma



Curve #	Length	Radius	Delta	ChB	ChL
C1	267.18'	170.00'	090.8475	S 44°57'16" E	240.52'
C2	20.66'	230.00'	05.1515	S 61°37'26" E	20.67'
C3	183.74'	170.00'	061.8275	N 58°58'53" W	174.93'
C4	21.60'	25.00'	049.5073	S 63°00'58" W	20.94'
C5	83.47'	170.00'	038.1200	N 13°57'27" W	82.60'
C7	253.23'	52.00'	279.8147	S 60°06'09" W	67.53'

Line #	Direction	Length
L1	N 44°42'12" W	21.80'
L2	N 44°58'30" E	21.80'

ACCEPTANCE OF DEDICATION GRADY COUNTY

Be it resolved by the Board of Commissioners, The County of Grady, that the dedications shown on the attached plat of SAGEBRUSH VILLAS, are hereby approved.

Adopted by the Board of Commissioners, the County of Grady, This ____ Day of _____, 20__.

Chairman _____ Member _____ Member _____

ATTEST:

County Clerk _____

SURVEYOR'S CERTIFICATE

I, Troy Dee, a Licensed Professional Land Surveyor No. 1745 do hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and that the Final Plat of SAGEBRUSH VILLAS, an addition to Grady County, Oklahoma, represents a survey made under my supervision, and that the monuments shown thereon actually exist and their positions are correctly shown.

Troy Dee
Licensed Professional Land Surveyor, Oklahoma No. 1745
4131 N.W. 122nd Street Suite #100 Oklahoma City, OK 73120
(405) 849-6010

STATE OF OKLAHOMA)

)SS:

COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of October, 2025, personally appeared Troy Dee, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

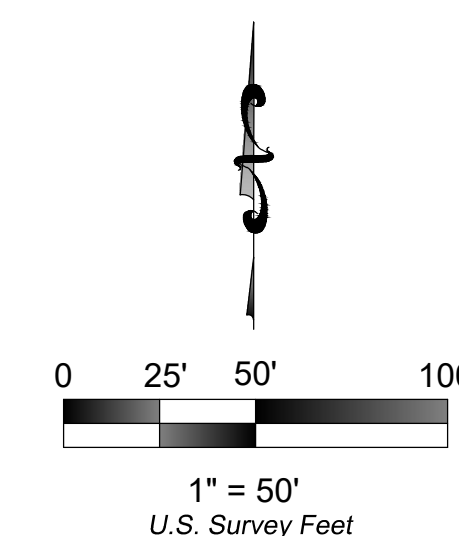
WITNESS my hand and notarial seal the day and year last above written,

My Commission Number is, 20013172.

My Commission Expires the 23rd day of OCTOBER, 2028.

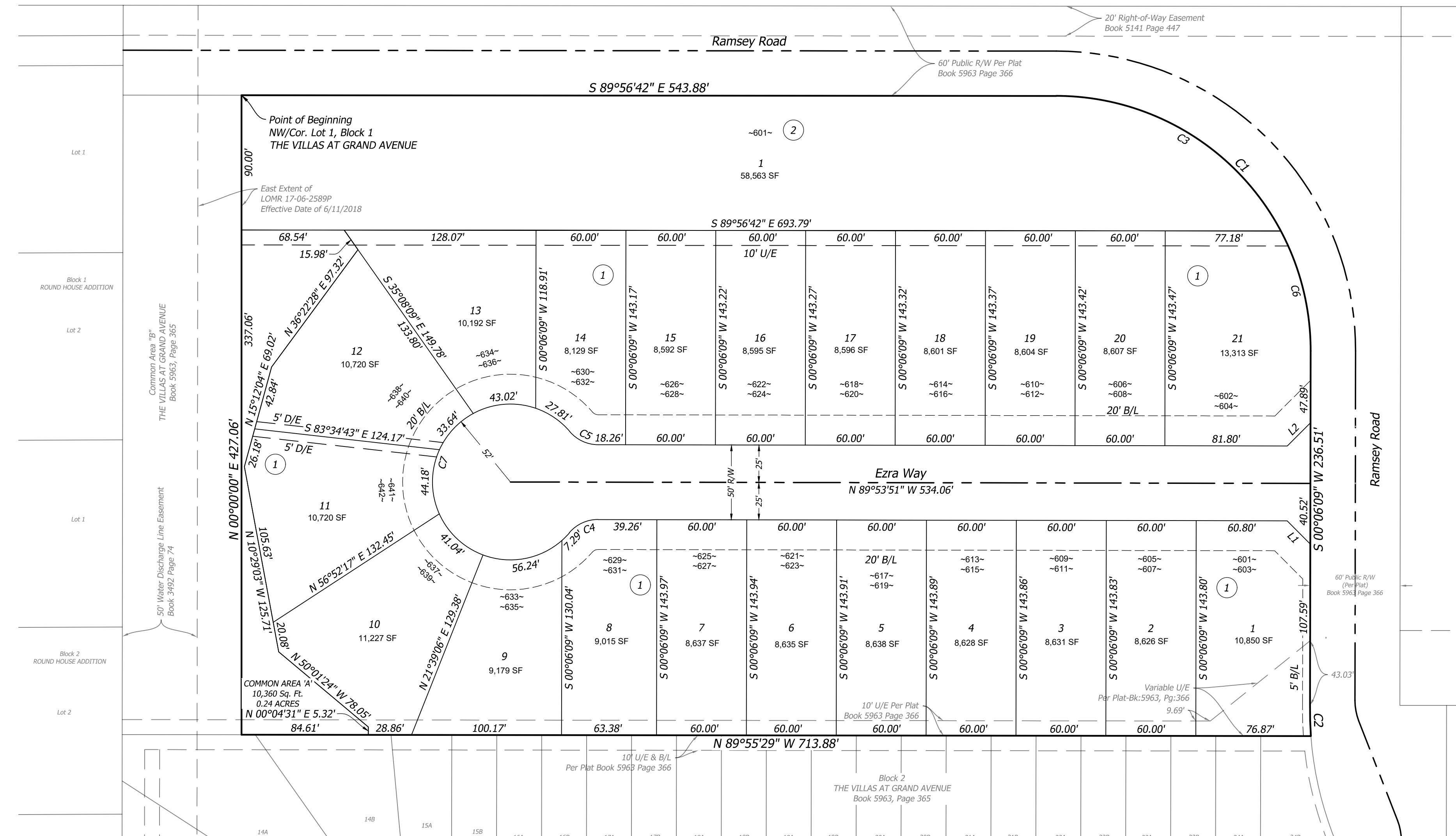
NOTES

- This plat of survey meets the Oklahoma Minimum Standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors, and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.
- Monuments set for Lot Corners and the Road Center Line shall be as follows:
Paved surfaces - A Magnetic Nail with a Washer stamped "GOLDEN CA 7263"
Unpaved surfaces - A 1/2" Iron Rod with a Plastic Cap Stamped "GOLDEN CA 7263"
- The proposed roadways shown on this plat will adhere to the county standard road specifications.



Prepared By
GOLDEN
LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Email: troy@goldens.com

Date of Preparation 17/10/2025 Job No. 252054 Sheet 1 Of 1



OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: B&J Investments, LLC hereby certify that they are the record owners of, and the only persons, firms, corporations, or entities having title or interest in and to the land shown on the annexed Plat of SAGEBRUSH VILLAS, an addition to the City of Chickasha, Grady County, Oklahoma, and has caused the same to be platted into lots, blocks, streets, and easements as shown on said annexed plat.

B&J Investments, LLC hereby dedicate all rights of way and easements as shown on said annexed plat to the public for streets, fire protection, utility and drainage easements, for itself, its successors and assigns forever and has caused the same to be released from all rights, easements, and encumbrances except as noted on the Bonded Abstractor's Certificate.

Covenants, Conditions and Restrictions for the annexed plat may be filed under separate instrument.

Subscribed this ____ day of _____, 20__.

Windil Barajas

STATE OF _____)

)SS:

Theresa Jester

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20__, personally appeared to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year last above written,

Notary Public _____

My Commission Number is, _____.

My Commission Expires the ____ day of _____, 20__.

ACCEPTANCE OF DEDICATION OF CITY COUNCIL

Be it resolved by the Council of the City of Chickasha, Oklahoma, that the dedications shown on the annexed plat are hereby accepted, adopted by the Council of the City of Chickasha, Oklahoma, this ____ day of _____.

ATTEST:

CITY CLERK _____

MAYOR _____

COUNTY TREASURER'S CERTIFICATE

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Grady County, State of Oklahoma; that the tax records of said county show all taxes are paid for the year 20__ and prior years on the land shown on the annexed plat of SAGEBRUSH VILLAS, in Grady County, Oklahoma and that the required statutory security has been deposited in the office of the Grady County Treasurer, guaranteeing payment of the current year's taxes.

In witness whereof, said County Treasurer has caused this instrument to be executed at Grady, Oklahoma, on this ____ day of _____.

County Treasurer
Grady County, Oklahoma

PLANNING COMMISSION CERTIFICATE

I, _____, Planning Director of the City of Chickasha, Grady County, Oklahoma, hereby certify that the City of Chickasha Planning Commission duly approved the annexed plat on the ____ day of _____.

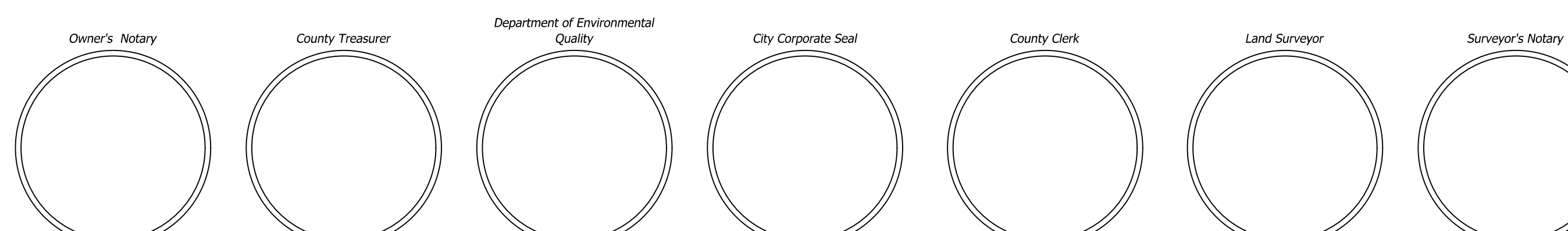
Planning Director _____

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Grady County and State of Oklahoma, hereby certifies that the records of said county show that the title to the land shown on the plat of SAGEBRUSH VILLAS, an addition to Grady County, Oklahoma is vested in xxxxxxxx, on the ____ day of _____, 20__, there are no actions pending or judgments of any nature in any court or on file with the clerk of any court in said county and state against said land owners thereof, that the taxes are paid for the year of _____ and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person, that there are no liens, or other encumbrances of any kind against the land included in the Plat of SAGEBRUSH VILLAS, except mortgages, rights of way, easements and mineral conveyances of record.

In witness whereof, said Bonded Abstractor has caused this instrument to be executed this ____ day of _____, 20__.

BY: _____
Title _____



LEGEND

- Section Corner
- Quarter Corner
- Set 1/2" Iron Rod
- Set MAG Nail
- Plat Boundary Line
- Lot Line (This Plat)
- Easement (This Plat)
- Building Limit Line (This Plat)
- Existing Lot Line
- Existing Easement
- Existing Building Limit Line
- U/E - Utility Easement
- B/L - Building Limit Line
- R/W - Right of Way

NOTE: ALL MONUMENTS SET ARE CAPPED 1/2" IRON PINS OR MAG NAILS WITH WASHERS BOTH BEING STAMPED "GOLDEN CA 7263"

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: Community Development

Agenda Item No. 6.c.

AGENDA ITEM: Public Hearing - to discuss and consider the rezoning for 520 S. 17th Street from R-1 to C-1 for applicants Estabon and Colette Sandoval.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Hold Public Hearing

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
Jessica Green, Community Development Director	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 1, 2025	(From)		

V. ATTACHMENTS:

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: Community Development

Agenda Item No. 6.d.

AGENDA ITEM: Discussion, consideration, and possible action to approve Ordinance 2025-12 rezoning request for 520 S. 17th for Applicants Estabon and Collette Sandoval.

I. BACKGROUND/DESCRIPTION:

The petition by Estabon & Colette Sandoval requesting a rezone on a lot from R-1 to C-1 for 520 S 17th St. The applicant wishes to rezone to be able and open a meat market and taco shop. This was presented to the Planning Commission at their November 12, 2025 meeting and passed unanimously.

II. RECOMMENDED ACTION:

Approve Ordinance 2025-12 as presented

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
Jessica Green, Community Development Director	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 1, 2025	(From)		

V. ATTACHMENTS:

1. Ord. 2025-12 - Rezone 520 S. 17th
2. Meat Market application
3. Meat Market Mailer
4. 20251105093106155
5. REZONING DOC

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE ZONING MAP AND ZONING ORDINANCES BY CHANGING THE ZONING DISTRICT FOR REAL PROPERTY LOCATED AT 520 SOUTH 17TH STREET, CHICKASHA, OKLAHOMA, FROM R1 SINGLE FAMILY RESIDENTIAL DISTRICT TO C1 LOCAL COMMERCIAL DISTRICT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Chickasha has adopted zoning regulations pursuant to Title 11 of the Oklahoma Statutes §§ 43-101 et seq. and Chapter 54 of the Chickasha Code of Ordinances including Section 54-187; and

WHEREAS, Section 54-187 requires that all applications for zoning amendments include a certified abstractor produced list of all property owners within a 300 foot radius of the exterior boundary lines of the property proposed to be rezoned and requires that mailed notice be provided to all such property owners at least twenty 20 days prior to the Planning Commission hearing; and

WHEREAS, the applicant provided the required certified abstractor produced list identifying all property owners within the 300 foot notification radius and the City caused mailed notice to be sent to all owners listed therein at least twenty 20 days prior to the Planning Commission hearing; and

WHEREAS, in accordance with Section 54-187 and 11 O.S. § 43-104 public notice of the Planning Commission and City Council hearings was published at least fifteen 15 days prior to the hearing in a newspaper of general circulation in the City; and

WHEREAS, the Planning Commission held a duly noticed public hearing on November 13, 2025 at which all interested persons including nearby property owners were afforded an opportunity to be heard and the Planning Commission thereafter voted to recommend approval of the zoning amendment; and

WHEREAS, the City Council thereafter conducted its own properly noticed public hearing in accordance with Oklahoma law and Section 54-187 and finds that the requested zoning amendment is appropriately compatible with surrounding uses consistent with the City's Comprehensive Plan and promotes the public health safety and welfare;

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA STATE OF OKLAHOMA:

SECTION 1. The zoning map and zoning ordinances of the City of Chickasha are hereby amended by changing the zoning district classification of the following described real property from R1 Single Family Residential District to C1 Local Commercial District, to wit:

The North 50 feet of Lots 13 and 14 Block 5 West Hill Addition to the City of Chickasha Grady County Oklahoma according to the recorded plat thereof.

Commonly known as 520 South 17th Street Chickasha Oklahoma 73018.

SECTION 2. Repealer. All ordinances or parts thereof which are inconsistent with this ordinance are repealed upon the effective date of this ordinance.

SECTION 3. Severability. If any section subsection sentence clause phrase or portion of this ordinance is held invalid or unconstitutional such portion shall be deemed a separate independent provision and shall not affect the validity of the remaining portions.

SECTION 4. Effective Date and Publication. This ordinance shall take effect thirty 30 days after its passage approval and publication as required by law.

Adopted and approved this 1st day of December 2025.

Zachary Grayson, Mayor

ATTESTED:

Susan McDaniel, City Clerk (SEAL)

Google Maps

520 S 17th St



Imagery ©2025 Airbus, Map data ©2025 20 ft



520 S 17th St
Building



Sandoval
Agency

Sandoval Living Trust

Esteban and Colette Sandoval

2236 County Street 2780

Verden, OK 73092

csandoval@hometown.agency

405-448-0621

9/15/2025

Planning and Zoning Department

City of Chickasha

117 N 4th St

Chickasha, OK 73018

I am writing to formally request the rezoning of the property located at 520 S 17th St., Chickasha, OK 73018 from its current zoning designation Residential to Commercial to allow for a Mexican meat market.

The proposed rezoning aligns with the surrounding area's development trends and is compatible with the city's comprehensive land use plan. Rezoning this property to commercial use will bring increased economic activity and provide needed services to the local community without negatively impacting nearby residential areas.

We are committed to ensuring that the development will:

- Meet all applicable building and zoning codes;
- Maintain neighborhood character;
- Provide appropriate parking and traffic flow;
- Address any concerns raised during the public notification process.

I have attached all required documentation, including the completed rezoning application, site plan, and legal description of the property. I respectfully request that this rezoning petition be placed on the agenda for the next available Planning Commission and City Council meetings.

Thank you for your time and consideration. Please feel free to contact me at 405-448-0621 or csandoval@hometown.agency if you have any questions or need additional information.

A handwritten signature in black ink, appearing to read 'Colette Sandoval', with a long horizontal line extending to the right.

Colette Sandoval, Trustee
Sandoval Living Trust



**NOTICE OF PUBLIC
HEARING PC PETITION
REQUEST FOR A REZONING FROM R-1 TO C-1**

NOTICE IS HEREBY GIVEN, that the City of Chickasha Planning Commission will hold a public hearing beginning at 4:00 p.m. on Wednesday, November 12th, 2025, at Chickasha City Hall, 117 North 4th Street., Chickasha, Oklahoma. This public hearing is regarding the petition by Estabon & Colette Sandoval requesting a rezone on a lot from R-1 to C-1 on the following described property:

520 S 17th St 29-07-07-11350 N 50' LOTS 13-14 BLK 5 WEST HILL ADDN

BRIEF DESCRIPTION OF REQUEST: The applicant wishes to rezone the lot and remodel the existing building to be able to open a meat market and taco shop at the location.

Any person supporting or having any objections to this petition may appear before the Planning Commission on the above date set for hearing and show cause why the petition should or should not be approved. Written comments regarding this petition should be emailed to danielle.charles@chickasha.org or be mailed to City of Chickasha, Community Development Department, 117 North 4th street Chickasha, Ok 73018.

Please call the Community Development Department at 405-222-6010 or email danielle.charles@chickasha.org should you have any questions regarding this petition.

There will also be a public hearing on this petition at the November 17th, 2025, City Council meeting at Chickasha City Hall, 117 North 4th Street, Chickasha Oklahoma.

Sincerely,

Danielle Charles,

Permit Technician

SPECIAL CERTIFICATE

STATE OF OKLAHOMA }
 }
COUNTY OF GRADY } SS:

The Undersigned, lawfully bonded abstracters in and for said County and State, hereby certify that the foregoing attached sheets contain a true and complete list of all property owners owning property within a 300 foot radius of the following described premises, to wit:

The North 50 feet of Lots 13 and 14 in Block 5 in WEST HILL ADDITION to the City of Chickasha, Oklahoma, according to the recorded plat thereof.

Property Address: 520 S. 17th, Chickasha, OK 73018

as such list appears in the records of the County Treasurer of Grady County, Oklahoma.

Dated at Chickasha, Oklahoma, this 22nd day of September, A.D. 2025 at 7:59 A.M.

COCHRAN ABSTRACT COMPANY

By 

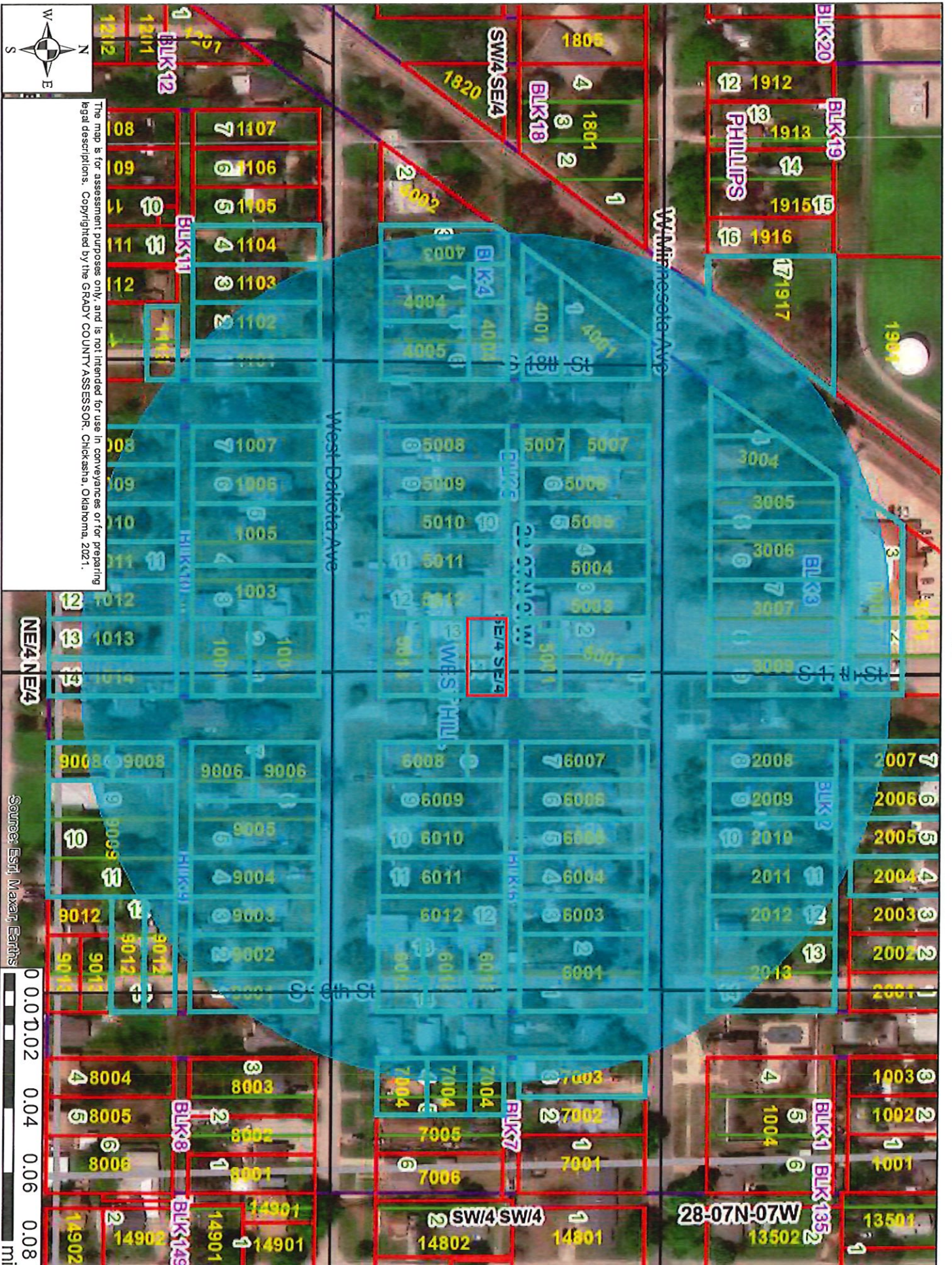
ORDER #72794

Compiled by

COCHRAN ABSTRACT COMPANY
INCORPORATED

BONDED ABSTRACTERS

Hal M. Lee, Manager



C760-00-002-008-0-000-00 29-07-07-09550 ALL LOT 8 BLK 2
 LAIRD, TODD LEONARD WEST HILL ADDN

8053 COMFORT RD

School: 9001 CHICK CITY - 1 CHICKASHA

BELLAIRE MI 73018-0000

Acres Book-Page Situs
 0

C760-00-003-005-0-000-00 29-07-07-10050 E 25' LOT 4-W 25' LOT 5 BLK
 SHELTON, ELZIE LEON & HILDA 3 WEST HILL ADDN

% SANDRA NIX
 18151 LORA LEA LANE

School: 9001 CHICK CITY - 1 CHICKASHA

NORMAN OK 73026-0000

Acres Book-Page Situs
 0

C760-00-003-004-0-000-00 29-07-07-09950 E 61' OF W 126' LOT 4 BLK
 KANDEH, STEPHEN & ELSIE B. 3 WEST HILL ADDN

8848 SAILFISH BAY CIR

School: 9001 CHICK CITY - 1 CHICKASHA

SACRAMENTO CA 95828-6436

Acres Book-Page Situs
 0

C760-00-002-004-0-000-00 29-07-07-09350 ALL LOT 4 BLK 2
 ELROD, CLIFF & LEE ANN FAMILY WEST HILL ADDN
 TRUST & DALYCE DA'LEE ELROD-J
 27141 COUNTY ROAD 1400

School: 9001 CHICK CITY - 1 CHICKASHA

ANADARKO OK 73005-

Acres Book-Page Situs
 0

C760-00-002-013-0-000-00 29-07-07-09800 ALL LOTS 13-14 BLK 2
 RANGEL, JULIO SCOTT WEST HILL ADDN

615 W. PENNSYLVANIA AVE

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA OK 73018-0000

Acres Book-Page Situs
 0

C760-00-003-006-0-000-00 29-07-07-10100 E 25' LOT 5-ALL LOT 6 BLK
 GRADY, JOSHUA W. & ASHLEY A. 3 WEST HILL ADDN

1714 W MINNESOTA AVE

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA OK 73018-0000

Acres Book-Page Situs
 0

C760-00-003-004-0-001-00	29-07-07-10000	W 65' LOT 4	BLK 3
BCP, LLC		WEST HILL ADDN	

602 S 4TH STREET

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-0000	Acres	Book-Page	Situs
			0		

C760-00-003-007-0-000-00	29-07-07-10150	ALL LOT 7- W 1/2 LOT 8	BLK
LIESER, FLAVIA & GRIFFITH, QU	3	WEST HILL ADDN	

NTIN
1409 KANSAS

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-	Acres	Book-Page	Situs
			0.28		

C760-00-002-010-0-000-00	29-07-07-09650	ALL LOT 10	BLK 2
JOHNSON, DONNIE & TAMMY		WEST HILL ADDN	

18 DOVE LANE

School: 9001 CHICK CITY - 1 CHICKASHA

NINNEKAH	OK	73067-0000	Acres	Book-Page	Situs
			0		

C760-00-002-009-0-000-00	29-07-07-09600	ALL LOT 9	BLK 2
EDWARDS, KAREN J.		WEST HILL ADDN	

1624 W. MINNESOTA AVENUE

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-0000	Acres	Book-Page	Situs
			0		

C760-00-002-005-0-000-00	29-07-07-09400	ALL LOT 5	BLK 2
SANDERS, KATHY		WEST HILL ADDN	

1623 IOWA

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-0000	Acres	Book-Page	Situs
			0		

C760-00-002-011-0-000-00	29-07-07-09700	ALL LOT 11	BLK 2
MEDINA, JOSE MARIO & JUANITA		WEST HILL ADDN	

1616 MINNESOTA

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-0000	Acres	Book-Page	Situs
			0		

C760-00-007-004-0-001-00 29-07-07-12350 S 65' LOT 4 & S 65' OF W 24' OF
 LENTZ, STEVEN DAIL & MARGIE LOT 5 BLK 7 WEST HILL
 ADDN

527 S 16TH

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 CHICKASHA OK 73018-0000 0

C760-00-010-010-0-000-00 29-07-07-14000 ALL LOT 10 BLK 10
 PARKER, DAVID W. & CATHERINE WEST HILL ADDN

6316 E. HWY 37

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 TUTTLE OK 73089-0 0

C760-00-004-003-0-000-00 29-07-07-10350 ALL LOT 3 & W 23' OF S 115' LOT
 BAKER, MARCIA A. 4 BLK 4 WEST HILL ADDN

1814 DAKOTA AV

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 CHICKASHA OK 73018-0000 0

C760-00-011-003-0-000-00 29-07-07-14350 ALL LOT 3 BLK 11
 MACKEY, CHARLES P. WEST HILL ADDN

PO BOX 1130

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 CHICKASHA OK 73023- 0

C760-00-011-002-0-000-00 29-07-07-14300 ALL LOT 2 BLK 11
 MACKEY, CHARLES P. WEST HILL ADDN

PO BOX 1130

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 CHICKASHA OK 73023- 0

C760-00-011-001-0-000-00 29-07-07-14250 ALL LOT 1 BLK 11
 MACKEY, CHARLES P. WEST HILL ADDN

PO BOX 1130

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 CHICKASHA OK 73023- 0

C760-00-009-005-0-000-00 29-07-07-13050 ALL LOT 5 - E 1/2 LOT 6 BLK
 HARKINS, THOMAS RICHARD CONT 9 WEST HILL ADDN

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 CHICKASHA OK 73023-0000 0

C760-00-009-006-0-001-00 29-07-07-13150 N 85' OF W 25' LOT 6 & N 85' LOT 7 BLK
 3 BROTHERS INVESTMENT LLC 9 WEST HILL ADDN

6424 S. DREXEL PL
 School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 OKLAHOMA CITY OK 73159-0000 0.15

C760-00-005-011-0-000-00 29-07-07-11150 ALL LOT 11 BLK 5
 WHITE, GREG & WHITE, BRIAN WEST HILL ADDN

2455 COUNTY STREET 2870
 School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 CHICKASHA OK 73018-0000 0

C760-00-006-009-0-000-00 29-07-07-11800 ALL LOT 9 BLK 6
 GIVENS, JEWEL WEST HILL ADDN

P.O. BOX 2552
 School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 CHICKASHA OK 73023-0 0

C760-00-010-003-0-000-00 29-07-07-13700 ALL LOT 3 - E 20' LOT 4 BLK
 LIM, MENG TONG & SIEW HIA HO 10 WEST HILL ADDN

1127 CHICKASHA AVE
 School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 CHICKASHA OK 73018-0000 0

C760-00-010-001-0-000-00 29-07-07-13600 N 90' LOTS 1-2 BLK 10
 RITTENHOUSE, DANIEL C. & TRUD WEST HILL ADDN
 L.

6100 HUMMINGBIRD CIRCLE
 School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 EL RENO OK 73036-0000 0

C760-00-004-005-0-000-00 29-07-07-10500 S 115' OF E 25' LOT 5 S 115' LOT 6 BLK 4
 SMITH, CARL C. REVOCABLE TRUS WEST HILL ADDN
 & SMITH, SHIRLEY ANN REVOCAB
 2670 COUNTY STREET 2790

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0		

CHICKASHA OK 73018-

C760-00-006-008-0-001-00 29-07-07-11750 S 115' LOT 8 BLK 6
 SALAZAR, RAUL & KARINA WEST HILL ADDN

4612 KINGSLAND ROAD

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0		

NORMAN OK 73072-0000

C760-00-009-003-0-000-00 29-07-07-12950 ALL LOT 3
 NABORS, JOHN & BRYAN NABORS BLK 9 WEST HILL ADDN

1615 W. DAKOTA

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0		

CHICKASHA OK 73018-0000

C760-00-009-008-0-001-00 29-07-07-13250 N 82.5' LOT 8 BLK 9
 B.C.P., LLC WEST HILL ADDN

602 S. 4TH STREET

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0		

CHICKASHA OK 73018-0000

C760-00-006-010-0-000-00 29-07-07-11850 ALL LOT 10 BLK 6
 BURKE, IZABEL WEST HILL ADDN

3605 SHUTTER RIDGE DR

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0.19		

YUKON OK 73099-

C760-00-009-004-0-000-00 29-07-07-13000 ALL LOT 4 BLK 9
 WILLMON, STEPHEN B. REV TRST WEST HILL ADDN

2851 COUNTRY CLUB DR

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0		

CHICKASHA OK 73018-0000

C760-00-005-012-0-000-00 29-07-07-11200 ALL LOT 12 BLK 5
 GORRELL, MERCHELL JEAN & ROBE WEST HILL ADDN
 T LLOYD
 1712 W. DAKOTA AVE.

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0		

CHICKASHA OK 73018-0000

C760-00-006-011-0-000-00 29-07-07-11900 ALL LOT 11 BLK 6
 VARGHESE, THOMAS & SHAWN WEST HILL ADDN

804 PRESTON PARK DR

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0.19		

YUKON OK 73099-

C760-00-010-012-0-000-00 29-07-07-14100 ALL LOT 12 BLK 10
 HUNT, RONALD A. & DONNA F. WEST HILL ADDN

4173 ST HWY 92

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0		

CEMENT OK 73017-

C760-00-004-004-0-000-00 29-07-07-10400 E 27' OF S 115' OF LOT 4 & S
 SMITH, CARL C. REVOCABLE TRUS 115' OF W/2 LOT 5 BLK 4 WEST
 & SMITH, SHIRLEY ANN REVOCAB HILL ADDN
 2670 COUNTY STREET 2790

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0		

CHICKASHA OK 73018-

C760-00-010-001-0-001-00 29-07-07-13650 S 75' LOTS 1-2 BLK 10
 WILLMON, STEPHEN B. REV TRUST WEST HILL ADDN

2851 COUNTRY CLUB DR.

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0		

CHICKASHA OK 73018-0000

C760-00-010-011-0-000-00 29-07-07-14050 ALL LOT 11 BLK 10
 MILLER, STEVEN WEST HILL ADDN

2992 COUNTY STREET 2790

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0		

CHICKASHA OK 73018-0000

C760-00-010-006-0-000-00 29-07-07-13800 ALL LOT 6 BLK 10
 MOORE, CORNELIUS ROBERT & RHO WEST HILL ADDN
 DA JEAN
 9 CHERRY DRIVE

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 CHICKASHA OK 73018-0000 0

C760-00-006-012-0-000-00 29-07-07-11950 ALL LOT 12 BLK 6
 SMELLEY, CURTIS W. & DARLENE WEST HILL ADDN
 983 COUNTY ROAD 1510

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 RUSH SPRINGS OK 73082-0000 0

C760-00-011-013-0-001-00 29-07-07-14950 N 40' OF E 45' LOT 13 & N 40'
 MORGAN, ROBERT K & PAMELA JO LOT 14 BLK 11 WEST HILL
 ADDN
 34 WALNUT DRIVE

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 NINNEKAH OK 73067-9625 0

C760-00-009-009-0-000-00 29-07-07-13300 ALL LOTS 9-10-11 BLK 9
 FED HOME LOAN MTG CORP. WEST HILL ADDN
 8950 CYPRESS WATERS BLVD

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 COPPELL TX 75019- 0

C760-00-005-009-0-000-00 29-07-07-11050 ALL LOT 9 BLK 5
 WILLIAMS, PAULA R. WEST HILL ADDN
 1724 DAKOTA

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 CHICKASHA OK 73018-0000 0

C760-00-010-007-0-000-00 29-07-07-13850 ALL LOT 7 BLK 10
 UPDEGROVE, ALDA JOYCE WEST HILL ADDN
 1727 DAKOTA

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 CHICKASHA OK 73018-0000 0

C760-00-005-010-0-000-00 29-07-07-11100 ALL LOT 10 BLK 5
 YOUNG, CAROLYN RUTH & JOHN E. WEST HILL ADDN

1720 DAKOTA

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0		

CHICKASHA OK 73018-0000

C760-00-005-008-0-000-00 29-07-07-11000 ALL LOT 8 BLK 5
 DENVER TALLEY PROPERTIES INC. WEST HILL ADDN

1326 S 20TH

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0		

CHICKASHA OK 73018-0000

C760-00-010-009-0-000-00 29-07-07-13950 ALL LOT 9 BLK 10
 MABRY, ELIZABETH A. & KAREN S WEST HILL ADDN
 JENNINGS

199 E ALMAR DR. APT 13

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0		

CHICKASHA OK 73018-

C760-00-009-008-0-000-00 29-07-07-13200 S 82.5' LOT 8 BLK 9
 BATCHELDER, ELLIS PAUL & MARY WEST HILL ADDN
 ANN

1207 MISSOURI AVE

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0		

CHICKASHA OK 73018-0000

C760-00-010-013-0-000-00 29-07-07-14150 ALL LOT 13 BLK 10
 KENNEDY, JAKOB & TEDDY R. KEN WEST HILL ADDN
 EDY

1706 W. IDAHO AVE

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0		

CHICKASHA OK 73018-0000

C760-00-009-006-0-000-00 29-07-07 S 80' OF W 25' LOT 6 & S 80' LOT 7 BLK 9
 ABRAM, CASSANDRA & LARRY J. A WEST HILL ADDN
 A LARRY J. ABRAM, JR.

615 S 17TH STREET

School: 9001 CHICK CITY - 1 CHICKASHA

Acres	Book-Page	Situs
0		

CHICKASHA OK 73018-0000

C760-00-010-014-0-000-00	29-07-07-14200	ALL LOT 14	BLK 10
THOMPSON, BARRY, SR.	WEST HILL ADDN		

628 S. 17TH

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-0000	Acres	Book-Page	Situs
			0		

C760-00-005-013-0-001-00	29-07-07-11300	S 60' LOTS 13-14	BLK 5
STOVALL, DANIEL LOUIS & JEFF . STOVALL	WEST HILL ADDN		
528 S. 17TH ST			

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-0000	Acres	Book-Page	Situs
			0		

C760-00-010-005-0-000-00	29-07-07-13750	W 30' LOT 4, ALL LOT 5	BLK
SIMPSON, TAMMY D/B/A TK SERVICES	10	WEST HILL ADDN	
261366 E 1860 RD			

School: 9001 CHICK CITY - 1 CHICKASHA

WALTERS	OK	73572-0000	Acres	Book-Page	Situs
			0		

C760-00-005-013-0-002-00	29-07-07-11350	N 50' LOTS 13-14	BLK 5
COGGIN, JERRY	WEST HILL ADDN		

1518 W DAKOTA AVE

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-0000	Acres	Book-Page	Situs
			0		

C760-00-006-004-0-000-00	29-07-07-11500	ALL LOT 4	BLK 6
LUCAS, KIM & CHUCK	WEST HILL ADDN		

1615 W MINNESOTA

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-3682	Acres	Book-Page	Situs
			0		

C760-00-005-013-0-000-00	29-07-07-11250	N 55' OF S 115' LOTS 13 & 14	
CARPENTER, KEN	BLK 5	WEST HILL ADDN	

1196 COUNTY ROAD 1355

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-0000	Acres	Book-Page	Situs
			0		

C760-00-005-003-0-000-00 29-07-07-10700 ALL LOT 3 BLK 5
 HARRISON, BONITA & JASON WEST HILL ADDN

35 MCKENZIE DR

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-0000	Acres	Book-Page	Situs
			0.19		

C760-00-006-008-0-000-00 29-07-07-11700 N 50' LOT 8 BLK 6
 BAILEY, RICKY REVOCABLE TRUST WEST HILL ADDN

551 COUNTY ROAD 1410

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018	Acres	Book-Page	Situs
			0		

C760-00-005-001-0-000-00 29-07-07-10550 N 115' OF LOT 1 & BG NE/C LOT
 CHADRICK, CHARLES W. JR 2 TH W 50' S 165' E 4' N 24' E 12' N 26' E 34' N 115' TO
 BEG. BLK 5 WEST HILL ADDN

P.O. BOX 874

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73023-0	Acres	Book-Page	Situs
			0		

C760-00-005-001-0-001-00 29-07-07-10600 S 50' LOT 1, E 34' OF S 50' & S
 CHADRICK, CHARLES W. & CHARLE 24' OF E 12' OF W 16' LOT 2 BLK 5 WEST
 W. CHADRICK JR. HILL ADDN
 P.O. BOX 874

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73023-0	Acres	Book-Page	Situs
			0		

C760-00-004-004-0-001-00 29-07-07-10450 N 50' LOTS 5-6 BLK 4
 CRAWFORD, KEVIN WEST HILL

516 S 18TH STREET

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-0000	Acres	Book-Page	Situs
			0		

C760-00-006-005-0-000-00 29-07-07-11550 ALL LOT 5 BLK 6
 CARPENTER, KEN WEST HILL ADDN

1196 COUNTY ROAD 1355

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-0000	Acres	Book-Page	Situs
			0		

C760-00-005-005-0-000-00	29-07-07-10800	ALL LOT 5	BLK 5
WEBSTER, CONNIE & RODNEY	WEST HILL ADDN		

1717 W. MINNESOTA AVE

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-0000	Acres	Book-Page	Situs
			0		

C760-00-004-001-0-000-00	29-07-07-10250	S 50' LOT 1	BLK 4
MYERS, NICOLE	WEST HILL ADDN		

370 COUNTY ROAD 1360

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-	Acres	Book-Page	Situs
			0		

C760-00-004-001-0-001-00	29-07-07-10300	N 115' LOT 1	BLK 4
MYERS, NICOLE	WEST HILL ADDN		

370 COUNTY ROAD 1360

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-	Acres	Book-Page	Situs
			0		

C760-00-005-006-0-000-00	29-07-07-10850	ALL LOT 6	BLK 5
BCP L.L.C.	WEST HILL ADDN		

602 S 4TH ST
SUITE H

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-0000	Acres	Book-Page	Situs
			0		

C760-00-005-007-0-000-00	29-07-07-10900	N 107' LOT 7	BLK 5
GARTEN, SUSAN	WEST HILL ADDN		

1727 W. MINNESOTA AVE

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-2843	Acres	Book-Page	Situs
			0		

C760-00-006-003-0-000-00	29-07-07-11450	ALL LOT 3	BLK 6
GOODALL, CHARLES F. & CAROLE	WEST HILL ADDN		
REVOCABLE LIVING TRUST	TRUSTEES-CHARLES F. & CAROLE F. GOODALL		
1601 MINNESOTA			

School: 9001 CHICK CITY - 1 CHICKASHA

CHICKASHA	OK	73018-0000	Acres	Book-Page	Situs
			0		

C760-00-005-004-0-000-00	29-07-07-10750	ALL LOT 4	BLK 5
THOMAS, ALICE SUE	WEST HILL ADDN		

1713 MINNESOTA AVE

School: 9001 CHICK CITY - 1 CHICKASHA
Acres Book-Page Situs

CHICKASHA OK 73018-0000

0

C760-00-005-007-0-001-00	29-07-07-10950	S 58' LOT 7	BLK 5
POOL, JIMMY	WEST HILL ADDN		

511 S 18TH ST

School: 9001 CHICK CITY - 1 CHICKASHA
Acres Book-Page Situs

CHICKASHA OK 73018-0000

0

C760-00-011-004-0-000-00	29-07-07-14400	ALL LOT 4	BLK 11
BCP, L.L.C.	WEST HILL ADDN		

602 S 4TH ST

School: 9001 CHICK CITY - 1 CHICKASHA
Acres Book-Page Situs

CHICKASHA OK 73018-0000

0

C760-00-002-007-0-000-00	29-07-07-09500	ALL LOT 7	BLK 2
LUERS, TIMOTHY R. & LORA LISA	WEST HILL ADDN		

PO BOX 14

School: 9001 CHICK CITY - 1 CHICKASHA
Acres Book-Page Situs

CHICKASHA OK 73023-

0

C760-00-002-012-0-000-00	29-07-07-09750	ALL LOT 12	BLK 2
LOPEZ, VERONICA & JOSE MARIO	WEST HILL ADDN		
EDINA			
1616 MINNESOTA			

School: 9001 CHICK CITY - 1 CHICKASHA
Acres Book-Page Situs

CHICKASHA OK 73018-0

0

C760-00-002-006-0-000-00	29-07-07-09450	ALL LOT 6	BLK 2
CARMAN, RICHARD A.	WEST HILL ADDN		

P.O. BOX 234

School: 9001 CHICK CITY - 1 CHICKASHA
Acres Book-Page Situs

CHICKASHA OK 73023-0000

0.19

C760-00-003-009-0-000-00 29-07-07-10200 E 1/2 LOT 8-ALL LOT 9 BLK 3
 LIFELINE HOME HEALTH CARE, IN WEST HILL ADDN

P.O. BOX 1348

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 CHICKASHA OK 73023-0000 0

C760-00-003-001-0-001-00 29-07-07-09900 S 65' LOTS 1-2-3 BLK 3
 LIFELINE HOME HEALTH CARE, IN WEST HILL ADDN

P.O. BOX 1348

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 CHICKASHA OK 73023-0000 0

C760-00-010-008-0-000-00 29-07-07-13900 ALL LOT 8 BLK 10
 PENA, DELMA WEST HILL ADDN

528 W. PENNSYLVANIA

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 CHICKASHA OK 73018- 0

C760-00-004-004-0-002-00 29-07-07 N 50' LOT 4 BLOCK 4
 BAKER, MARCIA A. WEST HILL ADDITION

1814 DAKOTA

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 CHICKASHA OK 73018-0000 0

C760-00-006-007-0-000-00 29-07-07-11650 ALL LOT 7 BLK 6
 ERRAHMOUNI, AZIZ WEST HILL ADDN

4301 AVALON CT

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 OKLAHOMA CITY OK 73120-0000 0

C760-00-006-006-0-000-00 29-07-07-11600 ALL LOT 6 BLK 6
 FES SAISS PROPERTIES L.L.C. WEST HILL ADDN

%AZIZ ERRAHMOUNI
 4301 AVALON CT

School: 9001 CHICK CITY - 1 CHICKASHA
 Acres Book-Page Situs
 OKLAHOMA CITY OK 73120-0000 0



REZONING APPLICATION

APPLICANT INFORMATION

Name Colette Sandoval		Date 10/9/25
Address 2236 Courts Street 2780		Email: CSandoval@hometown.agency
City, State, and Zip Code Verden, OK 73092		Phone Numbers 405-448-0621
Applicant's Signature 		

- Deed attached (required). If applicant is not the owner listed on the deed, then written owner consent must be included
- Property ownership list attached (required)

PROPERTY LOCATION

<input type="checkbox"/> Platted	Subdivision	Lot	Block
<input type="checkbox"/> Unplatted			
Property Address 520 S 17th St, Chickasha, OK 73018			
Legal Description (if unplatted). You may attach the legal description to this application.			

REZONING INFORMATION

From R-1	To C-1	Land Use Designation	
Present Use un used		Proposed Use taco shop / meat market	
Parcel Width	Parcel Length	Acres	Street/Road Frontage
Please explain why this property should be rezoned. Your response may be attached to this application, along with any additional supporting information. Special exception to rezone Commercial			

The following is a checklist of all other requirements of the application:

- A letter requesting the re-zoning and reasons why the re-zoning is being sought.
- An Abstractor's Certified Property Owners list of property owners within 300' of subject property.
- All Materials are due no later than the date set by the Community Development Director, as noted on this Application.**

ALL INFORMATION ON THIS FORM MUST BE COMPLETED IN ORDER TO PROCESS YOUR REQUEST

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: City Clerk

Agenda Item No. 6.e.

AGENDA ITEM: Discussion, consideration, and possible action to approve Resolution 2025-30R and authorize the Mayor to issue the Election Proclamation — a Resolution of the Mayor and Council of the City of Chickasha, Grady County, State of Oklahoma, calling for a Non-Partisan Regular Election for the purpose of electing officers of the City of Chickasha, setting a date for said election, setting the filing period for the purpose of allowing qualified candidates to file a declaration of candidacy, setting forth the qualifications for office, setting a final presentment date to the county election board, and setting a final date for publication.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Resolution 2025-30R and authorize the Mayor to issue the Election Proclamation — a Resolution of the Mayor and Council of the City of Chickasha, Grady County, State of Oklahoma, calling for a Non-Partisan Regular Election for the purpose of electing officers of the City of Chickasha, setting a date for said election, setting the filing period for the purpose of allowing qualified candidates to file a declaration of candidacy, setting forth the qualifications for office, setting a final presentment date to the county election board, and setting a final date for publication.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, CMC - City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 1, 2025	(From)		

V. ATTACHMENTS:

1. ELECTION PROCLAMATION - 2026 Elections
2. Res. 2025-30R 2026 Election Resolution

ELECTION PROCLAMATION

Pursuant to the Resolution of the Mayor and Council of the City of Chickasha, Oklahoma, authorizing the calling of an election by the qualified electors of the City of Chickasha, Oklahoma for the purpose hereinafter set forth, I, the undersigned Mayor of the City of Chickasha, Oklahoma, do hereby call an election to be held within the limits of the City of Chickasha, Oklahoma, on the first Tuesday of April, 2026 (April 7, 2026) within the wards of said city in each precinct set out herein as provided by law, for the purpose of the election of one (1) Mayor position and four (4) Council Members (Position 2 in Wards 1-4) for a term beginning the third Monday in April (April 20, 2026). I further direct that the filing period for said election shall be on February 2nd, 3rd, and 4th, 2026 at the office of the City Clerk of the City of Chickasha, Oklahoma, during the hours of 8:00 a.m. and 5:00 p.m. each day.

I do further direct that said election shall be held by the Election Board of Grady County, Oklahoma, in the manner and form provided by law in each of the precincts in each of said wards, and that the polls shall be opened at 7:00 o'clock a.m. and remain open continuously and shall be closed at 7:00 p.m. on the day of the election.

I do further direct that the returns of said election be canvassed by the County Election Board of Grady County, Oklahoma, and that the results of said election shall be by said County Election Board certified to the Mayor of the City of Chickasha, Oklahoma, through the City Clerk thereof.

Witness our hands as Mayor of the City of Chickasha, Oklahoma, and the City Clerk, of the City of Chickasha, Oklahoma, on this 1st day of December 2025.

ATTEST:

Zachary Grayson, Mayor

Susan M. McDaniel, CMC - City Clerk

(S E A L)

RESOLUTION NO. 2025-30R

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, CALLING FOR A NON-PARTISAN REGULAR ELECTION FOR THE PURPOSES OF ELECTING OFFICERS OF THE CITY OF CHICKASHA, SETTING A DATE FOR SAID ELECTION, SETTING THE FILING PERIOD FOR THE PURPOSE OF ALLOWING QUALIFIED CANDIDATES TO FILE A DECLARATION OF CANDIDACY, SETTING FORTH THE QUALIFICATIONS FOR OFFICE, SETTING A FINAL PRESENTMENT DATE TO THE COUNTY ELECTION BOARD, AND SETTING A FINAL DATE FOR PUBLICATION.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA.

That in accordance with the Charter of the City of Chickasha, Grady County, Oklahoma, the Chickasha Code of Ordinances, and the statutes of the State of Oklahoma, a Non-Partisan Regular Election shall be conducted by the Grady County Election Board in the City of Chickasha, Oklahoma, on the first Tuesday in April, 2026 (April 7, 2026), for the purpose of electing the following municipal officer positions and terms:

1. Council Member for Ward 1 (Position 2) for a term of two (2) years.
2. Council Member for Ward 2 (Position 2) for a term of two (2) years.
3. Council Member for Ward 3 (Position 2) for a term of two (2) years.
4. Council Member for Ward 4 (Position 2) for a term of two (2) years.
5. Mayor for a term of two (2) years.

BE IT FURTHER RESOLVED THAT the officers of City of Chickasha to be elected are nominated by Ward and elected at large.

BE IT FURTHER RESOLVED that the election of One (1) Mayor and four (4) Council Members for a two (2) year term shall be by qualified electors of the City of Chickasha. The election shall be Tuesday, April 7, 2026, with said candidates to file for said offices with the office of the City Clerk of the City of Chickasha, Grady County, Oklahoma, during the hours of 8:00 a.m. and 5:00 p.m. on February 2nd, 3rd, and 4th, 2026. A filing fee of twenty-five Dollars (\$25.00) is required. The Council members elected April 7, 2026, shall begin their terms on the third Monday in April, 2025 (April 20, 2026).

BE IT FURTHER RESOLVED that each candidate for office shall be a qualified elector who has been a registered voter at an address within the City of Chickasha, and of the ward for at least six (6) months and shall fully comply with the provisions of the Ordinances and the Charter of the City of Chickasha, Oklahoma, and the election laws of the State of Oklahoma. A candidate for office from a ward shall be an actual resident of their respective ward at the time of their candidacy and election and shall remain a resident of their respective ward for the full term of office.

BE IT FURTHER RESOLVED that a copy of this Resolution be presented to the Grady County Election Board at least Sixty (60) days prior to the date of the Non-Partisan Election and at least fifteen (15) days prior to the first day of the filing period established herein and in no event later than January 16, 2026.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in a newspaper of general circulation within the City of Chickasha at least ten (10) days prior to the first day of the filing period established herein and in no event later than January 22, 2026.

ADOPTED AND APPROVED this 1st day of December 2025.

Zachary Grayson, Mayor

ATTEST:

Susan M. McDaniel, CMC - City Clerk

(S E A L)

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: Administration

Agenda Item No. 6.f.

AGENDA ITEM: Discussion, consideration and possible action to approve Resolution No. 2025-32R Amending the City Charter for the City of Chickasha as follows; amending Article 14, Section 3, to increase the contract amounts for public improvements and maintenance of the public property requiring competitive bidding to the amounts set forth in the Oklahoma Competitive Bidding Act, Okla. Stat. Title 61, sections 101 et seq, as amended; and providing for severability; requiring approval of the charter amendment by a majority of registered voters voting at a Non-Partisan general municipal election scheduled for April 7, 2026, as provided by law; providing that a copy of the resolution, along with the election proclamation, be delivered to the Grady County Election Board Secretary at least seventy-five (75) days prior to said election and fixing an effective date.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Resolution 2025-32R as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, City Manager Susan M. McDaniel, CMC - City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 1, 2025	(From)		

V. ATTACHMENTS:

1. Res. 2025-32R- Charter Change

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF CHICKASHA, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN SAID CITY ON THE 1ST DAY OF DECEMBER, 2025 AT 6:30 P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon the following Resolution was introduced and caused to be read by the Mayor. Councilmember _____ moved passage of the Resolution and Councilmember _____ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. 2025-32R

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE CITY CHARTER FOR THE CITY OF CHICKASHA AS FOLLOWS; AMENDING ARTICLE 14, SECTION 3, TO INCREASE THE CONTRACT AMOUNTS FOR PUBLIC IMPROVEMENTS AND MAINTENANCE OF THE PUBLIC PROPERTY REQUIRING COMPETITIVE BIDDING TO THE AMOUNTS SET FORTH IN THE OKLAHOMA COMPETITIVE BIDDING ACT, OKLA. STAT. TITLE 61, SECTIONS 101 ET SEQ, AS AMENDED; AND PROVIDING FOR SEVERABILITY; REQUIRING APPROVAL OF THE CHARTER AMENDMENT BY A MAJORITY OF REGISTERED VOTERS VOTING AT A NONPARTISAN GENERAL MUNICIPAL ELECTION SCHEDULED FOR APRIL 7, 2026, AS PROVIDED BY LAW; PROVIDING THAT A COPY OF THE RESOLUTION, ALONG WITH THE ELECTION PROCLAMATION, BE DELIVERED TO THE GRADY COUNTY ELECTION BOARD SECRETARY AT LEAST SEVENTY-FIVE (75) DAYS PRIOR TO SAID ELECTION AND FIXING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA:

SECTION 1. Article 14, Section 3 of the Charter of the City of Chickasha, shall be amended and revised and shall hereinafter read as follows:

Public improvements and maintenance of the public property may be made by the City Government itself or by contract. The City Council shall award all contracts for public improvements and maintenance of the public property in compliance with the requirements of the Oklahoma Competitive Bidding Act, codified at Title 61, Oklahoma Statutes, Section 101 et seq., as amended. All bids may be rejected, and further notice and opportunity for competitive bidding may be given.

SECTION 2. Effective Date. This Charter Amendment shall only be effective upon its approval by a majority of the voters of the City of Chickasha, at an election held for such purpose, as provided by law and upon the further approval of the Governor of the State of Oklahoma.

SECTION 3. In accordance with Title 11 Section 13-101 et. al., the general election laws of the State of Oklahoma, and the Constitution and Statutes of the State of Oklahoma pertaining to general elections and charter elections, the Mayor of the City of Chickasha, Grady County, State of Oklahoma is authorized to call a Non-Partisan election for April 7, 2026 to submit to the qualified and registered electors residing within the corporate limits of said City, the matter of the approval or disapproval of the following Proposition:

BALLOT TITLE

PROPOSITION 1

Shall Article 14, Section 3 of the Charter of the City Of Chickasha be amended and revised to hereinafter read as follows?

Public improvements and maintenance of the public property may be made by the City Government itself or by contract. The City Council shall award all contracts for public improvements and maintenance of the public property in compliance with the requirements of the Oklahoma Competitive Bidding Act, codified at Title 61, Oklahoma Statutes, Section 101 et seq., as amended. All bids may be rejected, and further notice and opportunity for competitive bidding may be given.

SECTION 4. That such call for an election shall be made by Election Proclamation signed by the Mayor and attested by the City Clerk, setting forth the proposition to be voted upon and the hours of opening and closing the polls and that the ballot shall set forth the proposition to be voted upon substantially as set out in Section 3 hereof and that the returns of said election shall be made to and canvassed by the Grady County Election Board.

SECTION 5. That a copy of this Resolution, along with the Election Proclamation, be delivered to the Secretary of the Grady County Election Board at least seventy-five (75) days prior to the date of said election.

SECTION 6. Pursuant to Title 26 O.S. §13-102, the City Council hereby certifies that there are no precincts partially contained within the corporate limits of the City which would be eligible for closure, and therefore no precincts shall be closed for this election.

SECTION 7. The provisions hereof are hereby declared to be severable, and if any section, paragraph, sentence or clause of this Resolution is, for any reason, held invalid or inoperative by any Court of competent jurisdiction, such decision shall not affect any other sections, paragraphs, sentences or clauses hereof.

ADOPTED AND APPROVED this 1st day of December 2025.

CITY OF CHICKASHA

By: _____
Zachary Grayson, Mayor

ATTEST:

Susan McDaniel, City Clerk

(S E A L)

STATE OF OKLAHOMA)
) SS
COUNTY OF GRADY)

I, the undersigned, the duly qualified and acting Clerk of the City of Chickasha, in said County and State, hereby certify that the foregoing copy of proceedings is a true and complete copy of the proceedings had by the City Council of said City at a Regular meeting held on the date therein set out, insofar as the same relate to the introduction, reading and adoption of a Resolution as the same appears of record in my office. I further certify that notice of such Regular meeting was given to me in writing prior to _____.m. on ____, _____, 2025, and further that attached hereto is a true and complete copy of the agenda posted at the principal office of the City Council and at the place of said meeting at least twenty-four (24) hours prior to said meeting (excluding Saturdays, Sundays and legal holidays declared by the State of Oklahoma).

WITNESS my hand and the seal of said City this ____ day of _____, 2025.

(SEAL)

Susan M. McDaniel, City Clerk

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: City Clerk

Agenda Item No. 6.g.

AGENDA ITEM: Discussion, consideration and possible action to approve an Election Proclamation calling for and proclaiming that on the 7th day of April, 2026, a regular election will be held and there will be submitted to the qualified and acting electors residing within the corporate limits of said city, the matter of the approval or disapproval of the Charter Amendment set forth in Resolution No. 2025-32R, to-wit:

SHALL ARTICLE 14, SECTION 3 OF THE CHARTER OF THE CITY OF CHICKASHA BE AMENDED AND REVISED TO HEREINAFTER READ AS FOLLOWS?

Public improvements and maintenance of the public property may be made by the City Government itself or by contract. The City Council shall award all contracts for public improvements and maintenance of public property in compliance with the requirements of the Oklahoma Competitive Bidding Act, codified at Title 61, Oklahoma Statutes, Section 101 et seq., as amended. All bids may be rejected, and further notice and opportunity for competitive bidding may be given.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Election Proclamation

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 1, 2025	(From)		

V. ATTACHMENTS:

1. ELECTION PROCLAMATIO1

ELECTION PROCLAMATION

TO THE QUALIFIED ELECTORS OF THE CITY OF CHICKASHA, GRADY COUNTY, OKLAHOMA:

Under and by virtue of the laws and Statutes of the State of Oklahoma, and the Ordinances of the City of Chickasha, Grady County, Oklahoma, and a Resolution of the Mayor and City Council of the City of Chickasha, Oklahoma, authorizing submitting at a Non-Partisan general election for the purposes hereinafter set forth, approved on the _____ day of _____, 2025, I, the undersigned Mayor of said City, hereby call and proclaim that on the 7th day of April, 2026, the Non-Partisan general election will be held and there will be submitted to the qualified and registered electors residing within the corporate limits of said City, the matter of the approval or disapproval of the following Proposition. The Proposition to be voted on at said election shall be evidenced by the ballot title of the ballot which shall be prepared by the Secretary of the Grady County Election Board and shall be submitted to such electors. The Ballot title shall be as follows:

BALLOT TITLE

“PROPOSITION I”

SHALL ARTICLE 14, SECTION 3 OF THE CHARTER OF THE CITY OF CHICKASHA BE AMENDED AND REVISED TO HEREINAFTER READ AS FOLLOWS?

Public improvements and maintenance of the public property may be made by the City Government itself or by contract. The City Council shall award all contracts for public improvements and maintenance of public property in compliance with the requirements of the Oklahoma Competitive Bidding Act, codified at Title 61, Oklahoma Statutes, Section 101 et seq., as amended. All bids may be rejected, and further notice and opportunity for competitive bidding may be given.

1st _____ For the above Proposition

2nd _____ Against the above Proposition

(If the voter desires to vote For the above proposition, he or she shall mark an “X” in the first square above; if the voter desires to vote Against the above Proposition, he or she shall mark an “X” in the second square above.)

The polls shall be opened at 7:00 o'clock a.m. and remain open continuously until 7:00 o'clock p.m.

The number and location of the polling places and the persons who shall conduct said election shall be the regular polling places and persons selected by the Grady County Election Board.

Such officers shall also act as counters and certify the returns to the Grady County Election Board which shall canvas the returns and certify the results thereof to the Mayor and City Council through the City Clerk.

There are no precincts partially contained within the corporate limits of the City which would be eligible for closure, and therefore no precincts shall be closed for this election.

WITNESS my hand as Mayor of said City, affixed in said City on this _____ day of _____, 2025.

Zachary Grayson, Mayor

ATTEST:

Susan McDaniel, City Clerk

(S E A L)

**CERTIFICATE OF SERVICE OF PROCLAMATION
AND MUNICIPAL BOUNDARIES MAP**

STATE OF OKLAHOMA)
) SS
COUNTY OF GRADY)

I, the undersigned, the duly qualified and acting Secretary of the County Election Board of the above county, hereby certify that a copy of the Election Proclamation and Resolution No. _____ adopted by the governing body of the City of Chickasha, Oklahoma on _____, calling for Proposition I to be considered and voted on at the general election was personally served upon the office of the County Election Board of said County on the ____ day of _____, 202_.

I further certify that the City has provided the County Election Board a copy of a map purporting to show the current boundaries or limits of the municipality as of the date hereof, as required by Title 26 O.S. 2011 Section 13-107.

WITNESS my hand and the seal of the County Election Board of said County this ____th day of _____, 202_.

(SEAL)

Secretary, County Election Board of
Grady County, Oklahoma

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: Administration

Agenda Item No. 6.h.

AGENDA ITEM: Discussion, consideration, and possible action to approve Resolution No. 2025-33R to authorize the publication of public sale and public auction pursuant to 64 O.S. Section 1081 and 1082 for oil and gas mining lease(s) for oil and gas development covering the real properties in Section 10 Township 8 North, Range 9 West, Caddo County, Oklahoma and more specifically set forth in the Resolution

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Resolution No. 2025-33R as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, CMC - City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 1, 2025	(From)		

V. ATTACHMENTS:

1. Res. 2025-33R - Mineral Auction
2. City Publication-Res.2025-33R

RESOLUTION NO. 2025-33R

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA AUTHORIZING PUBLICATION OF PUBLIC SALE AND PUBLIC AUCTION PURSUANT TO 64 O.S. SECTION 1081 AND 1082 FOR OIL AND GAS MINING LEASE(S) FOR OIL AND GAS DEVELOPMENT COVERING CERTAIN PROPERTIES IN CADDO COUNTY AS SET FORTH HEREIN.

WHEREAS, the City of Chickasha owns property that holds oil and gas interest;

WHEREAS, the City of Chickasha is not capable of developing the oil and gas interests;

WHEREAS, Title 64 Section 1081 authorizes that the governing board of any city acting by and through its duly constituted officers are authorized and empowered to enter, from time to time, into valid oil and gas mining lease or leases of such land to any person firm, association, or corporation for oil and gas development for a primary term not to exceed ten (10) years and as long thereafter as oil or gas is or can be produced ...;

WHEREAS, Title 64 O.S. Section 1082 provide that any leases may only be executed after notice by publication for two (2) weeks in a newspaper of general circulation in the county in which the land is situated and a public sale thereof to the highest and best bidder.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA:

The City Manager is hereby authorized to publish notice of public sale and public auction pursuant to 64 O.S. section 1081 and 1082 for oil and gas mining lease(s) with said oil and gas mining lease(s) having a primary term of 3 years with a minimum 1/5th royalty for oil and gas development covering certain properties in Caddo County as set forth on the attached Exhibit "A". Each lease shall have a primary term of three (3) years. The City reserves the right to accept the bid offering the most favorable overall terms, including but not limited to royalty rate, bonus payment, and other lease provisions. The City reserves the right to reject all offers.

ADOPTED AND APPROVED this 1st day of December 2025.

THE CITY OF CHICKASHA

By: Zachary Grayson
MAYOR

ATTEST:

Susan M. McDaniel, CMC
City Clerk

(SEAL)

Exhibit "A"

Tract 1: An undivided 80 acres, more or less, in the SE/4 of Section 10, Township 8 North, Range 9 West, Caddo County, Oklahoma.

Tract 2: An undivided 60 acres, more or less, in the N/2 NE/4 of Section 10, Township 8 North, Range 9 West, Caddo County, Oklahoma

Tract 3: An undivided 80 acres, more or less, in the S/2 NE/4 of Section 10, Township 8 North, Range 9 West, Caddo County, Oklahoma.

STATE OF OKLAHOMA)
COUNTY OF GRADY)

**NOTICE OF SALE OF OIL AND GAS
MINING LEASES**

Notice is hereby given that pursuant to Sections 1081 and 1082 of Title 64 of the Oklahoma Statutes and any and all other statutory and constitutional provisions of the State of Oklahoma, that the City of Chickasha, a Municipal Corporation of the State of Oklahoma, will on the **20th day of January 2026, at 6:30 o'clock p.m., at the Council Chambers at the City Hall at 117 N. 4th Street in the City of Chickasha, Grady County, Oklahoma**, offer for sale and sell to the highest bidder for cash, an oil and gas mining leases covering the following described tracts of land, to wit:

Tract 1: An undivided 80 acres, more or less, in the SE/4 of Section 10, Township 8 North, Range 9 West, Caddo County, Oklahoma.

Tract 2: An undivided 60 acres, more or less, in the N/2 NE/4 of Section 10, Township 8 North, Range 9 West, Caddo County, Oklahoma

Tract 3: An undivided 80 acres, more or less, in the S/2 NE/4 of Section 10, Township 8 North, Range 9 West, Caddo County, Oklahoma.

for a lease **term of 3 years**, but in no event for a term which shall violate the provisions of 64 O. S. Section 1081, and as long thereafter as oil and gas, or either of them, or any other minerals are produced from said land by the lessee. Said oil and gas mining lease to contain the customary provisions as to the payment of delay rentals and the payment to the lessor of a minimum of **1/5th royalty interest** for the payment of royalties of all oil and gas and other minerals which may be produced under any oil and gas mining leases on said land. That a separate lease shall be executed on each quarter section of the above-described land. Said oil and gas leases shall contain a further provision that any operations on said land by the lessee shall be in accordance with the laws and statutes of the State of Oklahoma and the Ordinances of the City of Chickasha, Oklahoma, and of any other state or Federal regulatory agency, with the right of the City of Chickasha, to accept or reject any bids which may be received for oil and gas mining leases on said land. That the City of Chickasha may at the time of sale above mentioned establish such depth clauses, pugh clauses and shut-in royalty provisions as the City of Chickasha may determine reasonable on the date of the sale, and said oil and gas leases shall be executed to provide for such provisions. The City of Chickasha further reserves the right to sell said oil and gas lease with any other additional provisions which it may disclose to the bidders before said sale is conducted.

Said oil and gas leases may, at the option of the lessee, contain a further provision that the lessee therein shall have the right and power to consolidate the land covered by the lease with other adjoining land for the purpose of joint development and operation of the entire consolidated premises as a unit, in which event the lessor of such oil and gas mining lease shall share in the royalty of the oil and gas produced from said consolidated tract in the proportion that the area of land covered by such lease bears to the total area of said consolidated tract. Such sale shall be for cash at public auction. The lessee shall pay all cost and expenses of said sale, including lessor's attorney's fees.

Each lease shall include a title disclaimer provision stating that the City of Chickasha makes no guarantee, representations or warranties, express or implied, as to the validity, sufficiency, or marketability of its title to any of the properties described herein. The City further disclaims any warranty that the mineral interests are unencumbered or unleased. In the event of any title defect or if the mineral interests are determined to be subject to a pre-existing lease or encumbrance, the lessee shall not be entitled to any refund, reimbursement, or other compensation from the City.

Dated this 1st day of December 2025.

THE CITY OF CHICKASHA

By: Zachary Grayson
MAYOR

ATTEST:

Susan M. McDaniel, CMC
City Clerk

(SEAL)

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: Administration

Agenda Item No. 6.i.

AGENDA ITEM: Discussion, consideration and possible action to approve an oil and gas lease with Hermitage Holdings, LLC following a public auction pursuant to Title 64 Sections 1081 and 1082 for the following described property:

Section 28, Township 7 North, Range 7 West:

Lot 19-22, Block 26, Chickasha OT Addition, containing 0.4936 net mineral acres, more or less

The North 151.25' of Lot 24, Block 38, Chickasha OT Addition, containing 0.0925 net mineral acres, more or less

The North 151.25' of Lots 25 & 26, Block 38, Chickasha OT Addition, containing 0.3701 net mineral acres, more or less

Section 33, Township 7 North, Range 7 West:

Lot 4, Block 306, Chickasha OT Addition, containing 0.5143 net mineral acres, more or less

Block 217, Chickasha OT Addition, containing 0.9085 net mineral acres, more or less

The North 42' of Lot 1, Block 1 of Elliott's First Addition, containing 0.1997 net mineral acres, more or less

Block 263, Chickasha OT Addition, containing 0.1081 net mineral acres, more or less

The East 15' of Lot 7, Block 3, Highland Park Addition, containing 0.0708 net mineral acres, more or less

(Including all adjacent streets, alleys, roadways, easements and rights-of-ways appurtenant thereto, as shown on the official recorded plat, thereof – for all tracts described above.)

All being located in Grady County, Oklahoma

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve an oil and gas lease with Hermitage Holdings, LLC. .

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 1, 2025	(From)		

V. ATTACHMENTS:

1. City of Chickasha OGL 28 & 33 7N 7W - Revised

OIL AND GAS LEASE

(Paid-up)

AGREEMENT, made and entered into this 1st day of December, 2025, by and between the City of Chickasha, Oklahoma, a municipal Corporation of the State of Oklahoma, 117 N. 4th Street, Chickasha, OK 73018, party of the first part, hereinafter called Lessor (whether one or more), and HERMITAGE HOLDINGS, LLC, with a mailing address of P.O. Box 926, Chickasha, OK 73023-0926, party of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessor, for and in consideration of Ten Dollars, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipelines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Grady, State of Oklahoma, described as follows, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF,
DESCRIBING LANDS SITUATED IN SECTIONS 28 AND 33, TOWNSHIP 7
NORTH, RANGE 7 WEST**

1. It is agreed that this lease shall remain in force for a term of three (3) years from date (herein called primary term) and so long thereafter as oil or gas, or either of them, is produced from said land by the Lessee.

2. In consideration of the premises the said Lessee covenants and agrees:

A. To deliver to the credit of Lessor free of cost, in the pipeline to which it may connect its wells, a one-fifth (1/5) part of all oil and gas (including but not limited to condensate and distillate) produced and saved from the leased premises.

B. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the later of ninety (90) days following the date of shut in or the anniversary date of this lease during the period such well is shut in, to the Lessor. When such payment or tender is made it will be considered that gas is being produced

within the meaning of the entire lease.

3. If, at the expiration of the primary term, there is no production in paying quantities on the leased land or on lands pooled therewith but Lessee is conducting operations for drilling, completing or reworking a well, this lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this lease shall continue as long thereafter as oil or gas are produced. In addition, if at any time or times after the primary term, there is a total cessation of all production, for any cause (other than an event of force majeure), this lease shall not terminate if Lessee commences or resumes any drilling or reworking operations or production within ninety (90) days after such cessation. For purposes of extending this Lease beyond the primary term, 'operations' shall mean actual on-site drilling or reworking activities conducted with a drilling rig capable of reaching total depth. Preparatory activities, including but not limited to staking, surveying, grading, constructing roads or locations, mobilizing materials or equipment, or placing any item or structure on the premises shall not constitute operations for purposes of maintaining this Lease in force

4. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located unless the pooling or unitization results from governmental order or rule, in which case no such written designation shall be required. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil, and produced on said land for its operations thereon, except water from the leased premises.
7. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.
9. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation, or operation of force majeure.
10. This lease shall be effective as to Lessor on execution hereof and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.
11. Lessor does not guarantee or warrant title to the above described properties. In the event of failure of title, Lessor shall not be required to refund any bonuses, royalties, shut-in payments or other considerations paid to lessors.
12. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.
13. Lessee shall pay for all damages to land and crops caused by its operations. No well shall be drilled nearer than 200 feet to any house or barn now on said premises, without the written consent of the Lessor.
14. The Lessee's failure to comply with any covenant or obligation of this lease shall not result in the forfeiture of the lease unless and until lessor has provided lessee notice of such default and gives Lessee sixty (60) days in which to cure such default.
15. Before commencing any operations on lands where Lessor is the owner of the surface Lessee shall obtain from Lessor, by written agreement, permission to use that certain portion of said lands set out in the written agreement for drill site and to conduct mining and drilling operations or the production, storage, or removal of minerals therefrom.

16. This Lease is subject to and fully includes each and every provision as provided on Exhibit "B" attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, we sign this 1st day of December, 2025.

ATTEST:

The City of Chickasha, Oklahoma,
a municipal Corporation of the State of Oklahoma

Susan M. McDaniel, CITY CLERK

By: _____
Zachary Grayson, MAYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF GRADY) SS:

Before me, in and for said county and State, on this 1st day of December, 2025, personally appeared Zachary Grayson, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Mayor of the City of Chickasha, and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

My Commission Expires: _____

Notary Public

Commission No.: _____

LESSEE: HERMITAGE HOLDINGS, LLC

By: J.E. Epperson II, Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF GRADY) SS:

Before me, in and for said county and State, on this _____ day of November, 2025, personally appeared J.E. Epperson II, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Manager of Hermitage Holdings, LLC, and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Hermitage Holdings, LLC, for the uses and purposes therein set forth and that he has the legal authority to bind Hermitage Holdings, LLC.

My Commission Expires: _____

Notary Public

Commission No.: _____

EXHIBIT "B"

Attached to and made a part of that certain Oil and Gas Lease dated the 1st day of December, 2025, between the City of Chickasha, a municipal corporation, of the State of Oklahoma, as Lessor and HERMITAGE HOLDINGS, LLC, with a mailing address of P.O. Box 926, Chickasha, OK 73023-0926, as Lessee. Said addendum and additional provisions relate to the following tract(s) of property:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF,
DESCRIBING LANDS SITUATED IN SECTIONS 28 AND 33, TOWNSHIP 7
NORTH, RANGE 7 WEST**

- 1) Notwithstanding anything herein above to the contrary, it is expressly provided that the provisions of the following paragraphs shall prevail in the event of the conflict with any provisions in the preceding printed form Oil and Gas Lease.
- 2) Notwithstanding anything to the contrary contained herein, upon expiration of the primary term of this lease, this lease shall automatically terminate and expire as to all leasehold rights below 100 feet below the stratigraphic equivalent of the deepest common source of supply penetrated in any well, spud after the date of this lease, on lands covered by this lease or on lands with which lands covered by this lease are spaced by order of the Oklahoma Corporation Commission or voluntarily unitized therewith. Provided, however, if within the primary term of this lease, lessee should commence operations to drill, deepen, or rework a well under the terms of this lease, the lessee shall have the right to drill such well to completion and/or continue deepening and/or complete reworking operations with reasonable diligence and dispatch, and if oil and gas be found in paying quantities, this lease shall terminate only to the depth provided in this clause.
- 3) Notwithstanding anything to the contrary contained herein, it is expressly agreed that the completion of a well capable of production in paying quantities on a drilling and spacing unit(s), established by any governmental authority or agency shall extend beyond the primary terms only that portion of the leased premises contained within said drilling and spacing unit(s), and that, subject to the provisions of this paragraph, the portion of the leased premises outside the said drilling and spacing unit(s) shall be released at the expiration of the primary term. Provided, however, that if within the primary term of this Lease, Lessee shall

commence operations to drill or rework a well under the terms of this Lease, the Lessee shall have the right to drill such a well to completion and/or complete reworking operations with reasonable diligence and dispatch, and if oil or gas be found in paying quantities, this Lease shall terminate only to those lands lying outside of said drilling and spacing units(s). If a "unit" has not been established by any state regulatory agency of the State of Oklahoma, or under the pooling clause of this lease, "unit" shall be deemed for all purposes to comprise the governmental quarter/quarter/quarter section (10 Acres) upon which the borehole of any well drilled pursuant to this lease is actually located.

4) There shall be no salt water disposal on the above-described real property.

5) Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Lessee's operations under the terms of this Lease, including, but not limited to, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability. Lessee's obligations under this paragraph shall survive termination, release or expiration of the Lease.

6) Lessee shall, at its sole cost and expense, promptly remediate, clean up, and restore any soil, surface, subsurface, groundwater, vegetation, or improvements that are impacted, contaminated, or damaged as a result of Lessee's operations under this Lease. Such remediation shall be conducted in compliance with all applicable federal, state, and local laws, rules, and regulations, and to the satisfaction of the Lessor. Lessee's obligations under this paragraph shall survive termination, release or expiration of the Lease, and shall not be limited by the Oklahoma Surface Damages Act or any monetary compensation paid thereunder.

7) Notwithstanding anything to the contrary contained herein, after the expiration of the primary term of this lease, shut-in royalty payments shall be restricted to maintain this lease in force for a maximum of two (2) years for each shut-in period. Notwithstanding the foregoing, in no event shall cumulative shut-in royalty payments, whether from one or multiple shut-in periods, maintain this Lease for more than three (3) years total.

8) The use of the above described property by Lessee is limited only to producing wells physically located on said premises. Tank batteries and other applicable equipment shall not be located hereon, except for wells actually located on the leased premises. Pipelines and roads across the leased premises are limited to those wells located on the leased premises and only after payment of damages as determined by the parties.

9) Notwithstanding anything herein to the contrary, Lessee shall pay royalty on the fair market value received at the point of sale, with an arms length transaction, without any post production expenses or costs being prorated back to Lessor. Such post production expenses/costs are to

include, but are not limited to, the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, manufacturing, transporting, and marketing the oil and/or gas produced hereunder whether the point of sale is at or off the leased premises. Such royalty is to include all oil, gas; including all its constituents and any other by-products produced and saved from the leased premises.

10) It is specifically understood by Lessee that any operations of the Leased Premises by the Lessee shall be in accordance with the laws and statutes of the State of Oklahoma and the Ordinances of the City of Chickasha, the rules and regulations of any other state or Federal regulatory agency. It is further understood that if the Leased Premises are a part of the municipal airport of the City of Chickasha, then the rules and regulations of the Federal Aviation Administration and the Ordinances of the City of Chickasha shall govern the location of the drill site, and any drilling operations thereon.

11) Lessee agrees that substantiation and validation of this lease is at the sole discretion and obligation of the Lessee and if lease is rendered invalid for any reason, save typographical error, including names or descriptions, Lessor shall not be required to refund any rents, royalties, bonuses, shut-in payments or other considerations paid.

12) Surface damages arising from Lessee's operations shall be negotiated separately from this Lease. If the parties cannot agree upon an amount of surface damages, Lessee shall take such action as is necessary pursuant to the Oklahoma Surface Damages Act, 52 O.S. § 318.2 et seq.

Lessee's obligation to compensate Lessor for surface damages under this paragraph shall not relieve Lessee of any liability to any lawful surface tenant for actual crop loss or interference with surface use caused by Lessee's operations.

13) It is expressly understood and agreed that the City of Chickasha makes no guarantee, representation, or warranty, express or implied, as to the validity, sufficiency, or marketability of its title to any of the properties described herein. The City of Chickasha further disclaims any warranty that the mineral interests covered by this Lease are unencumbered or unleased. In the event any title defect is discovered, or if the mineral interests are determined to be subject to a pre-existing lease, encumbrance, or other adverse claim, the Lessee shall not be entitled to any refund, reimbursement, or other compensation from the City of Chickasha for any consideration paid, including but not limited to bonuses, rentals, royalties, shut-in payments, damages, or other sums.

SIGNED FOR IDENTIFICATION:

LESSOR: The City of Chickasha, Oklahoma
a municipal Corporation of the State of Oklahoma

By: _____
Zachary Grayson, MAYOR

ATTEST:

Susan M. McDaniel, CITY CLERK

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF GRADY) SS:

Before me, in and for said county and State, on this 1st day of December, 2025, personally appeared Zachary Grayson, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Mayor of the City of Chickasha, and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

My Commission Expires: _____

Notary Public

Commission No.: _____

LESSEE: HERMITAGE HOLDINGS, LLC

By: J.E. Epperson II, Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF GRADY) SS:

Before me, in and for said county and State, on this _____ day of December, 2025, personally appeared J.E. Epperson II, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Manager of Hermitage Holdings, LLC, and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Hermitage Holdings, LLC, for the uses and purposes therein set forth and that he has the legal authority to bind Hermitage Holdings, LLC.

My Commission Expires: _____

Notary Public

Commission No.: _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the _____ day of November, 2025, between the City of Chickasha, a municipal corporation, of the State of Oklahoma, as Lessor and HERMITAGE HOLDINGS, LLC, with a mailing address of P.O. Box 926, Chickasha, OK 73023-0926, as Lessee.

Section 28, Township 7 North, Range 7 West:

Lot 19-22, Block 26, Chickasha OT Addition, containing 0.4936 net mineral acres, more or less

The North 151.25' of Lot 24, Block 38, Chickasha OT Addition, containing 0.0925 net mineral acres, more or less

The North 151.25' of Lots 25 & 26, Block 38, Chickasha OT Addition, containing 0.3701 net mineral acres, more or less

Section 33, Township 7 North, Range 7 West:

Lot 4, Block 306, Chickasha OT Addition, containing 0.5143 net mineral acres, more or less

Block 217, Chickasha OT Addition, containing 0.9085 net mineral acres, more or less

The North 42' of Lot 1, Block 1 of Elliott's First Addition, containing 0.1997 net mineral acres, more or less

Block 263, Chickasha OT Addition, containing 0.1081 net mineral acres, more or less

The East 15' of Lot 7, Block 3, Highland Park Addition, containing 0.0708 net mineral acres, more or less

(Including all adjacent streets, alleys, roadways, easements and rights-of-ways appurtenant thereto, as shown on the official recorded plat, thereof – for all tracts described above.)

CHICKASHA

Meeting Type: Council Agenda 12-1-2025

Meeting Date: 12/1/2025

Department: Administration

Agenda Item No. 6.j.

AGENDA ITEM: Discussion, consideration, and possible action to approve a Master Agreement for Professional Services with Parkhill.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve a Master Agreement for Professional Services with Parkhill.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 1, 2025	(From)		

V. ATTACHMENTS:

1. MSA=P!_Chickasha3year_46706.25
2. 20251126084307676

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This Master Non-Exclusive Agreement for Professional Services (“Agreement”) is entered into by and between **City of Chickasha** (hereinafter “CLIENT”), a municipal corporation, and **Parkhill** (herein, “PARKHILL”), a corporation organized under the laws of the State of Texas and registered to do business in Oklahoma, to perform the services set forth below and pursuant to the following terms and conditions.

Pursuant to the terms this Agreement, CLIENT hereby engages and authorizes PARKHILL to perform the Services set forth herein or as designated and approved in writing from time to time by CLIENT and PARKHILL pursuant to one or more Task Orders made in reference to this Agreement.

- A. Professional Services.** Services to be provided by PARKHILL shall be more definitively described and contracted for by one or more written Task Orders approved by the Parties which set forth PARKHILL’s Services, Time of Performance, Payment, Deliverables, Key Personnel and such other terms and conditions which may apply to the applicable Project. It is anticipated that Services under this Agreement may include, but is not limited to: **Professional Engineering Services as acting Engineer to the City of Chickasha**. Task Orders may be issued until three (3) years from the Effective Date, unless extended in order to fully complete all approved Task Orders or by mutual written agreement, or unless this Agreement is earlier terminated as permitted in the Standard Terms and Conditions (“Task Order Period”). Client has no obligation to issue, and PARKHILL has no obligation to accept, any Task Order during the term of the Agreement; however, this Agreement will remain in place through the Task Order Period in order to facilitate the receipt and performance of Task Orders mutually approved by the Parties.
- B. Task Order.** A Sample Task Order for Professional Services for the Parties’ use in relation to this Agreement is attached to this Agreement as Exhibit A.
- C. Standard Conditions.** CLIENT and PARKHILL accept the Standard Conditions set forth in Exhibit B and agree that such Standard Conditions apply to all Task Orders approved and signed by the Parties in reference to this Agreement, unless a particular Task Order contains modifications to the Standard Conditions with specific reference to the applicable provision of the Standard Conditions that is intended to be modified.
- D. Counterparts.** This Agreement may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.
- E. Exhibits Included:**
 - 1. Exhibit A, “Sample Task Order” form.
 - 2. Exhibit B, “Standard Conditions”.
- F. Entire Agreement.** This Agreement include the Exhibits reference above and any Task Orders approved pursuant to this Agreement, constitutes the entire Agreement between the CLIENT and PARKHILL and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing, executed by both Parties.

ACCEPTANCE OF AGREEMENT BETWEEN CLIENT AND PARKHILL

CLIENT, by signing this Agreement, acknowledges that it has independently assured itself of the terms of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof.

Acceptance of this proposed Agreement is indicated by an authorized agent of the CLIENT AND PARKHILL by signing in the space provided below.

IN WITNESS WHEREOF, the parties hereto made and executed this Agreement effective on the last day signed.

PARKHILL

CLIENT: CITY OF CHICKASHA

Signature: _____
Name: Kristi Laverty, PE
Title: Principal
Date: 11-13-25

Signature: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
SAMPLE FORM TASK ORDER NO. []
MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This Task Order No. [] is issued under and pursuant to that certain Master Agreement for Professional Services entered into on [], 202[] by and between CLIENT and PARKHILL. Upon execution by the Parties, this Task Order will be incorporated into and made subject to the terms and conditions of that Master Agreement, including its Standard Conditions.

1. PROJECT DESCRIPTION AND CLIENT INFORMATION.

Project Name [] Client PO No. []
Project Address []
**Location of subject Property []
***If project does not have an address, add description of where project is located*
City [] State [] Zip []

CLIENT Representative(s) and Key Personnel for Project Services

Name: Title:
Email: Phone:

CLIENT Representative and Delivery Address for Invoices

Name: Title:
Email: Phone:
Address (if different than above) []

2. PARKHILL PERSONNEL FOR PROJECT.

PARKHILL Representative(s) and Key Personnel for Project Services

Name: Title:
Email: Phone:

3. PARKHILL'S SERVICES:

PARKHILL's Services, including any associated schedules for deliverables or phases of Services, are described on Attachment 1 attached to and made part of this Task Order (collectively, the "Services"). The schedule for Services includes or may include estimated completion dates for deliverables or phases of Services to be provided.

4. PROPERTY DESCRIPTION

The property, on which the project will affect or have improvements made to, is described by lot and block and/or by metes bounds on Attachment 2 attached hereto and included herein for all purposes (the "Property").

5. RECORD OWNERSHIP

Unless otherwise stated on an Attachment attached hereto, CLIENT represents it is the sole owner of the Property. If CLIENT is not the sole owner of the Property, CLIENT represents that the owner or owners of the Property together with their addresses and telephone numbers are listed on Attachment 2 attached hereto and included herein for all purposes. The Property owners are collectively referred to as the "Property Owner." CLIENT represents that it has full authority to enter into this Agreement and that the Property Owner has authorized CLIENT to engage PARKHILL to provide the professional services to affect or make improvements to the Property.

6. COMPENSATION:

- a. PARKHILL's total fee under this Task Order is estimated to be \$ [] [with Progress Payments]. Actual fee shall not exceed such estimate by more than ten percent (10%) without the express written consent of CLIENT.
- b. Basis of PARKHILL's fee (check one)
 - Lump Sum with Progress Payments (Compensation Structure attached as Attachment 3).
 - Time and Materials in accordance with the Hourly Rate Schedule and Services Fee Schedule dated _____ (Compensation Structure attached as Attachment 3).
 - Other (description) _____
- 7. **STANDARD CONDITIONS:** CLIENT and PARKHILL affirms their acceptance of the Standard Conditions attached to and made part of the Master Agreement, and the Parties agree that such Standard Conditions are incorporated into and made a part of this Task Order.
- 8. **COUNTERPARTS:** This Task Order may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.
- 9. **ATTACHMENTS INCLUDED:**
 - a. Attachment 1, "Services".
 - b. Attachment 2, ["Property Description, Record Owner and Record Owner Consent"]. [Not used.]
 - c. Attachment 3, "Compensation Structure".
- 10. **ENTIRE TASK ORDER.** This Task Order including the Attachments reference above and the Master Agreement for Professional Services, constitutes the entire Agreement between the CLIENT and PARKHILL and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing, executed by both Parties.

ACCEPTANCE OF TASK ORDER BETWEEN CLIENT AND PARKHILL

Except as expressly modified herein, no other provisions of the Master Agreement between the CLIENT and PARKHILL are affected or modified by this Task Order, and all such provisions in the Master Agreement shall apply to this Task Order. The Master Agreement, as amended by this Task Order, shall remain in full force and effect. This Task Order, together with the Master Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between the CLIENT and PARKHILL concerning the subject matter thereof.

CLIENT, by signing this Task Order, acknowledges that it has independently assured itself of the terms of this Task Order and agrees to be bound to the terms, provisions, and other requirements thereof.

Acceptance of this proposed Task Order is indicated by an authorized agent of the CLIENT AND PARKHILL by signing in the space provided below.

IN WITNESS WHEREOF, the parties hereto made and executed this Task Order effective on the last day signed.

PARKHILL

[CLIENT NAME] (CLIENT)

Signature	_____	Signature	_____
Name	<u>[Click here and type your name]</u>	Name	_____
Title	<u>[Click here and type job title]</u>	Title	_____
Date	<u>"[Insert Date]"</u>	Date	_____

SAMPLE

ATTACHMENT 1
Task Order No. [] Services

PROJECT: _____

DATE: _____

PROJECT DESCRIPTION:

JUSTIFICATION:

OBJECTIVE:

ESTIMATED PROJECT IMPLEMENTATION DATE:

ESTIMATED PROJECT COMPLETION DATE:

[EXISTING AND/OR ANTICIPATED GRANTS]

END OF ATTACHMENT

ATTACHMENT 2

TASK ORDER NO. []
Property Description, Record Owner and Record Owner Consent

CLIENT:

DATE:

PROJECT NAME:

Property Description:

Record Owner(s):

Record Owner(s) Consent:

END OF ATTACHMENT

SAMPLE

ATTACHMENT 3

TASK ORDER NO. []
Compensation Structure

CLIENT: [] _____

DATE: [] _____

PROJECT NAME: [] _____

Description of Compensation Structure:

[Insert explanation and details here for percentage fees, Lump Sum, or hourly rate/charges.]

END OF ATTACHMENT

END OF EXHIBIT

EXHIBIT B

STANDARD CONDITIONS: CLIENT and PARKHILL agree to and accept the following terms and conditions pursuant to and as a part of the parties' Agreement for Professional Services:

ARTICLE 1. INVOICING AND SERVICES

1.1 INVOICING

PARKHILL shall submit invoices for services rendered on a monthly basis to CLIENT. Invoiced amounts are due and payable upon presentation and shall be considered past due if not paid within thirty (30) days of the due date.

If CLIENT fails to make payment to PARKHILL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by PARKHILL.

In addition, to the extent the Oklahoma Fair Pay for Construction Act (Oklahoma Statutes, Title 61, Sections 221-227) applies to this Main Agreement or any approved Task Order, the Parties reserve all their respective rights, and the Parties maintain all their respective obligations established by such Act.

1.2 SERVICES DURING CONSTRUCTION

Except as expressly stated in the Scope of Work, PARKHILL shall not be responsible to supervise, direct or have control over the Work of CLIENT's or Property Owner's contractors, subcontractors or other service or material providers, including any designated general contractor of CLIENT or Property Owner or any subcontractors thereof (generally and collectively referred to as the "Contractors") nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractors nor for the Contractors' safety precautions or programs in connection with the Work. These above rights and responsibilities are solely those of and between CLIENT and the applicable Contractors. CLIENT agrees that PARKHILL is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except where prohibited by applicable law, PARKHILL shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. PARKHILL does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform their applicable work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

As used in these Standard Conditions, the term "Contract Documents" refers to the construction plans, specifications, work schedules, work conditions and other matters between CLIENT and/or the Property Owner and their respective Contractors for the build-out or construction services relating to the Project.

PARKHILL shall not be required to sign any document, no matter by whom requested, that would result in PARKHILL having to certify, guarantee, or warrant the existence of conditions whose existence PARKHILL cannot reasonably ascertain. CLIENT agrees not to make resolution of any dispute with PARKHILL or payment of any amount due to PARKHILL contingent upon PARKHILL signing any such document.

1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

In providing estimates or opinions of probable construction cost, CLIENT understands that PARKHILL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractors' methods of pricing, and that PARKHILL's estimates or opinions of probable construction costs are made on the basis of PARKHILL's professional judgment and experience.

PARKHILL makes no warranty, express or implied, that the bids or the negotiated construction cost will not vary from PARKHILL's estimates or opinions of probable construction cost.

1.4 HAZARDOUS MATERIALS

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that PARKHILL's scope of services does not include any services related to the presence of any hazardous or toxic materials. If PARKHILL or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to PARKHILL that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of PARKHILL's services, PARKHILL may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or Contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

1.5 ACCESSIBILITY

CLIENT and PARKHILL understand that, unless exempted by applicable law, the Project must be submitted to an applicable government agency for plan review and/or inspection upon completion of construction for accessibility compliance. PARKHILL will include in the design of the Project all changes that are the result of the agency's plan review. After the construction of the Project, one or more government agencies may require an inspection of the Project for compliance confirmation.

1.6 STANDARD OF CARE BY PARKHILL AND LIMITED WARRANTY

In providing services under this Agreement, PARKHILL shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be.

CLIENT shall be responsible for all requirements and instructions that it provides to PARKHILL pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information provided by CLIENT to PARKHILL. PARKHILL may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or providing services under this Agreement, subject to any express limitations or reservations applicable to the provided items.

1.7 CLIENT RESPONSIBILITIES

CLIENT will provide PARKHILL with reasonable access to the work site while the Contractor is present or while PARKHILL is collecting field data. Unless specifically included in PARKHILL's Scope of Work, CLIENT will, at CLIENT's expense, apply for and obtain applicable permits in a timely manner, provide all legal services in connection with the Project, for the CLIENT's benefit only, and provide environmental impact reports and energy assessments, if and as needed or appropriate for PARKHILL's services. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement. Any such fee or expense approved by CLIENT and that is paid for by PARKHILL shall be included in PARKHILL's invoice for amounts payable by CLIENT, and PARKHILL may require advance payment before incurring the fee or expense.

1.8 OWNERSHIP OF DOCUMENTS AND DIGITAL DATA

All reports, drawings, specifications, computer files, field data, notes, data on any form of digital data, and other records or documents prepared by PARKHILL and paid for by CLIENT and shall remain the property of the CLIENT.

1.9 UNAUTHORIZED USE OF INSTRUMENTS OF SERVICE.

PARKHILL assumes no liability for the unauthorized use, reuse or modification of the instruments of service or by the use of any person or entity that acquires or obtains the instruments of service from or through CLIENT.

1.10 DELIVERY OF DIGITAL DATA

In accepting and utilizing any form of digital data generated and furnished by PARKHILL, CLIENT agrees that all such digital data are Instruments of Service of PARKHILL. In the event of a conflict between the original signed Contract Documents prepared by PARKHILL and digital data, the original signed and sealed hard-copy Contract Documents shall govern.

Digital data created by PARKHILL through the application of software licensed for the sole and exclusive use by PARKHILL will be furnished to CLIENT in read-only format. CLIENT is responsible to obtain and maintain, at CLIENT's expense, software licenses as appropriate for the use of digital data provided by PARKHILL.

Under no circumstances shall delivery of digital data for use by CLIENT be deemed a sale by PARKHILL, and PARKHILL makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall PARKHILL be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the digital data.

ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

This Agreement shall be interpreted and enforced according to the laws of the State of Oklahoma. Venue shall be in the District Court of Grady County.

2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail, unless otherwise agreed in writing by the parties with specific reference to the applicable provision of these Standard Conditions that is intended to be modified.

2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party (unless such assignment without consent is mandated by law), and any assignment without such written consent shall be void. Notwithstanding the foregoing, PARKHILL is expressly permitted to subcontract or assign portions of the Work or services to subconsultants that PARKHILL may select, provided that PARKHILL shall remain responsible for the Work assigned to and performed by such subconsultants. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

2.4 AMENDMENTS

This Agreement may be amended only by a written instrument, signed by both CLIENT and

PARKHILL, which expressly refers to this Agreement.

2.5 DELAYS

CLIENT agrees that PARKHILL is not responsible for damages arising directly or indirectly from any delays for causes beyond PARKHILL's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics or pandemics (including the 2019 Novel Coronavirus or COVID-19, including any on-going or re-occurring effects of same); World Health Organization alerts; declarations of a state of emergency or similar orders issued by local, state or federal government officials; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's Contractors or consultants; discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from such causes increase the cost or time required by PARKHILL to perform its services in an orderly and efficient manner, PARKHILL may be entitled to a reasonable adjustment in schedule and compensation as agreed to with the CLIENT.

2.6 INSURANCE

PARKHILL agrees to provide Insurance as shown on the attached Certificates of Insurance (COI) during the scope of the services provided for this Project and for a period of 3 years after the completion of services. Client will be named as an Additional Insured on all policies except Worker's Compensation and Professional Liability. Waiver of Subrogation shall apply to all policies. PARKHILL'S insurer will provide a 30-day Notice of Cancellation for all policies.

2.7 MERGER, WAIVER, SURVIVAL AND SEVERABILITY

Except for amendments approved as required by this Agreement, this Agreement constitutes the entire and integrated agreement between the parties hereto and with regard to the same subject matter and supersedes all prior negotiations, representations and/or agreements, written or oral relating to the same subject matter.

One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

The parties further intend as follows: (a) if any provision of this Agreement is held to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by applicable law, in which case that provision will be disregarded; (b) if an unenforceable provision is modified or disregarded according to this section, then the rest of the Agreement will remain in effect as written; and (c) any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

2.8 TERMINATION AND SUSPENSION

CLIENT may terminate this Agreement for CLIENT's convenience and without cause upon giving PARKHILL not less than seven calendar days' written notice.

PARKHILL may terminate this Agreement, or may suspend Services, upon giving CLIENT not less than seven calendar days' written notice following CLIENT's failure to make timely payment owed to PARKHILL as provided by this Agreement.

In addition, either party may terminate this Agreement for cause upon giving the other party not less than seven calendar days' written notice for any of the following "for cause" reasons:

1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, provided that, except where the failure to perform

regards CLIENT's payment obligations, the non-performing party is given written notice and description of the failure in question and a reasonable opportunity to cure of at least 10 but no more than 30 days, and the non-performing party cures the matter within the reasonable cure period;

2. Unauthorized assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
3. Suspension of PARKHILL's services by CLIENT for more than 90 calendar days, consecutive or in aggregate;
4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

PARKHILL shall have no liability to CLIENT on account of PARKHILL's termination of this Agreement for any of the reasons listed in subsections 2.8.1., 2.8.2., 2.8.3., or 2.8.4. above.

In the event of termination of this Agreement by either party, CLIENT shall, within 30 calendar days of the termination date, pay PARKHILL for all services rendered and all reimbursable costs incurred by PARKHILL up to the date of termination, in accordance with the payment provisions of this Agreement.

The terminating party shall set the effective date of termination at a time sufficient (up to 30 days later than otherwise provided) to allow PARKHILL to demobilize personnel and equipment from the Project, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

2.9 LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CLIENT NOR PARKHILL, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES OR AGENTS, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL LIMITATION OF LIABILITY SHALL INCLUDE ALL SUCH DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE, INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY.

ANY LIMITATION OF LIABILITY PROVISION IN THIS AGREEMENT SHALL NOT BE CONSTRUED TO EXEMPT ANY PARTY FOR LIABILITY, DAMAGE OR LOSS OF ANY KIND CAUSED BY THE PARTY'S FRAUD, OR WILLFUL INJURY TO THE PERSON OR PROPERTY OF ANOTHER OR VIOLATION OF LAW, WHETHER SUCH VIOLATION OF LAW IS WILLFUL OR NEGLIGENT.

2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or PARKHILL. PARKHILL's services under this Agreement are being performed solely for CLIENT's benefit, and there are no third-party beneficiaries of PARKHILL's services.

2.11 MAINTENANCE, WEAR AND TEAR

Both CLIENT and PARKHILL acknowledge that CLIENT, and only CLIENT, is responsible for maintenance, wear and tear on the project upon substantial completion. CLIENT is responsible for providing routine inspections and maintenance of the project to maintain a safe, functional and weather tight facility. Should CLIENT fail to provide routine inspections and maintenance, and damage occur to the project, PARKHILL is not responsible for any such resultant damage.

ARTICLE 3. DISPUTE RESOLUTION, AND COMMUNICATIONS

3.1 DISPUTE RESOLUTION

PARKHILL and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, PARKHILL and CLIENT agree that any dispute between their arising out of, or relating to, this Agreement shall be submitted to non-binding mediation prior to the filing of any lawsuit proceeding relating to the dispute, unless the parties mutually agree otherwise in writing.

The mediation shall be conducted remotely and by electronic video conference means, unless the parties agree in writing to mediate in person at a mutually agreeable location. The parties agree that conducting mediation by remote means shall constitute a mediation in the state where the Project is located, provided that each of the parties shall have one representative participating in the mediation while the representative is situated in the state where the Project is located. Each party shall assume its own costs associated with the mediation. The mediator's compensation and expenses and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the parties, unless otherwise agreed in writing.

Notwithstanding the foregoing, none of the above Dispute Resolution processes shall prevent or deter a party from protecting or acting upon lien rights, or from seeking immediate, emergency or injunctive relief from a court of competent jurisdiction and as may be available at law or in equity.

3.2 NOTICES

All notices provided for in this Agreement shall be in writing. Any notices that are submitted by email exchanged between the parties' authorized representatives may be effective upon proof of receipt and delivery records. Each of the parties agrees to reasonably confirm receipt of notices submitted by the other party. Otherwise, all notices provided for in this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service to the parties at each of their respective representatives noted below, unless otherwise changed upon written notice:

PARKHILL: Sara Senyondo, 14101 Wireless Way, Suite 350, Oklahoma City, OK 73134 (405) 832-8432 Ssenyondo@Parkhill.com

(Representative name, physical and mailing address, phone, and email)

CLIENT: James Crosby, 117 N. 4th St., Chickasha, OK 73018-2601 (405) 222-6020 jim.crosby@chickasha.org

(Representative name, physical and mailing address, phone, and email)

3.3 ELECTRONIC SIGNATURES

In accordance with applicable law, including the applicable Uniform Electronic Transactions Act, CLIENT and PARKHILL agree that electronic signatures (such as e-mail or electronically-typed signatures) of the parties' authorized representatives to this Agreement and Standard Conditions or to later consents or approvals associated herewith shall constitute the valid signature of the party for purposes of obtaining agreements, consents or other matters prescribed by the Agreement.

END OF EXHIBIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sanford & Tatum Insurance Agency PO Box 64790 Lubbock TX 79464		CONTACT NAME: Dee Bartlett PHONE (A/C, No, Ext): (806) 792-5564 E-MAIL ADDRESS: dee.bartlett@sanfordtatum.com		FAX (A/C, No): (806) 792-9344	
INSURED Parkhill, Smith & Cooper, Inc. 4222 85th Street Lubbock TX 79423		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Phoenix Insurance Co		25623	
		INSURER B: Charter Oak Fire Ins. Co		25615	
		INSURER C: Travelers Property Casualty Co. of America		25674	
		INSURER D: Farmington Casualty		41483	
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 25/26

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6305H948872	09/30/2025	09/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			BA4N167444	09/30/2025	09/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP5H948872	09/30/2025	09/30/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB5H948872	09/30/2025	09/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project: #46706.25 Chickasha MSA for Professional Engineering Services as Acting.

The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status. The General Liability, Auto & Workers' Comp policies include a Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability, Auto & Workers' Comp. policies include a Blanket Notice of Cancellation endorsement, providing for 30 Days Advance Notice if the policy is canceled by the company other than for nonpayment of premium, 10 day's notice after the policy is canceled for nonpayment of premium. Notice is sent to Certificate Holders with mailing addresses on file with the agent or the company.

CERTIFICATE HOLDER**CANCELLATION**

City of Chickasha
Attn: James Crosby
117 N. 4th St.
Chickasha

OK 73018-2601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Non-Owned Watercraft– 75 Feet Long Or Less
- B. Who Is An Insured – Unnamed Subsidiaries
- C. Who Is An Insured – Retired Partners, Members, Directors And Employees
- D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
- E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
- F. Blanket Additional Insured – Controlling Interest
- G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
- H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
- I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- J. Incidental Medical Malpractice
- K. Medical Payments – Increased Limit
- L. Amendment Of Excess Insurance Condition – Professional Liability
- M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement
- N. Contractual Liability – Railroads



PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of SECTION II – WHO IS AN INSURED:

e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.



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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is:
- (a) Chartered with a pilot to any insured;
 - (b) Not owned by any insured; and
 - (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

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- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. **Products-Completed Operations Hazard**
Included within the "products-completed operations hazard".
- g. **Coverage A Exclusions**
Excluded under Coverage A.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;
- that is your partner, joint venture member, manager or trustee; or
- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- 3. Legal Action Against Us**
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below, except when Paragraph d. below applies.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";
 - (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;
 - (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph d. below applies; or
 - (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II – Who Is An Insured, except when Paragraph d. below applies.
- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.


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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract



If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":
 - a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

COMMERCIAL GENERAL LIABILITY

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
13. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
15. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;

COMMERCIAL GENERAL LIABILITY

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".
17. "Occurrence" means:
- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or
 - b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
18. "Personal and advertising injury" means "personal injury" or "advertising injury".
19. "Personal injury":
- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COMMERCIAL GENERAL LIABILITY

21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion J. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
 - (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from fire, explosion or lightning; or
 - (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
27. "Title" means a name of a literary or artistic work.
28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
30. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
31. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by



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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB5H948872

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

POLICY NUMBER: 630-5H948872

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 03 11

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR

ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 10 (B)

POLICY NUMBER: UB-5H948872

AMENDED CANCELLATION CONDITION ENDORSEMENT

The following modifies PART SIX – CONDITIONS, D. Cancellation, Paragraph 2., or any endorsement forming a part of this policy that amends such condition:

If we cancel or do not renew this policy, we will mail or deliver to you written notice stating when such cancellation or nonrenewal is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. We will mail or deliver that notice:

- a. At least ten days before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for nonpayment of premium; or
b. At least the number of days shown in the Schedule before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for any other reason.

Notwithstanding the provisions above, in no event will the number of days advance notice for cancellation or nonrenewal be fewer than the number of days required by applicable law.

SCHEDULE

NUMBER OF DAYS 60

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured Insurance Company Policy No. Endorsement No. Premium \$ Countersigned by _____