

NOTICE OF SPECIAL 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 **SPECIAL MEETING ON MONDAY, FEBRUARY 23, 2026, AT 6:00 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 11:00 a.m. on Wednesday, February 18, 2026.



Susan M. McDaniel, CMC

Sworn to and subscribed before me on this 18th day of February 2026.

My Commission Expires: __10-1-2026__





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

6:00 PM

DATE OF MEETING

FEBRUARY 23, 2026

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

2. Consent Docket:

- a. Acceptance of the Oklahoma Environmental Quality Permit No. WT000026250652 - Water Treatment Plant Improvement Project, with 6 MGC Design Capacity System Improvements

3. Discussion and Consideration

- a. Discussion, consideration and possible action to approve Resolution No. 2026-08R: a Resolution of the City of Chickasha, Oklahoma (the “City”) approving action taken by the Chickasha Municipal Authority (the “Authority”) authorizing issuance, sale and delivery of a promissory note of the Authority to the Oklahoma Water Resources Board; ratifying and

confirming a Lease Agreement; ratifying and confirming a Sales Tax Agreement; and containing other provisions related thereto.

- b. Discussion, consideration, and possible action to approve Resolution 2026-09R - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHICKASHA, OKLAHOMA, AUTHORIZING THE CITY MANAGER TO COMMIT LOCAL MATCHING FUNDS FOR A FEDERAL EMERGENCY MANAGEMENT AGENCY EMERGENCY OPERATIONS CENTER GRANT APPLICATION

4. Motion to Adjourn.

CHICKASHA

Meeting Type: Special Council Meeting 2-23-2026

Meeting Date: 2/23/2026

Department: Administration

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Oklahoma Environmental Quality Permit No. WT000026250652 - Water Treatment Plant Improvement Project, with 6 MGC Design Capacity System Improvements

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Oklahoma Environmental Quality Permit No. WT000026250652 - Water Treatment Plant Improvement Project, with 6 MGC Design Capacity System Improvements

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: February 23, 2026	(From)		

V. ATTACHMENTS:

- Chickasha_WT250652_Permit_KD_e



February 13, 2026

Jim Crosby, City Manager
City of Chickasha
117 N. 4th. Street
Chickasha, Oklahoma 73018

Re: Permit No. WT000026250652
Water Treatment Plant Improvements Project, with 6 MGD Design Capacity System
Improvements
PWSID No. OK1010821

Dear Mr. Crosby:

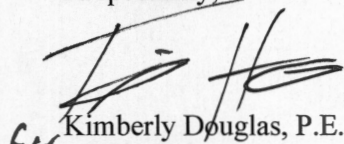
Enclosed is Permit No. WT000026250652 for the construction of new water treatment plant to replace the current treatment plant. Containing two (2) 1,885 gallon rapid mixing basins, six (6) 10,839 gallon flocculation basins, three (3) 0.34 MG sedimentation basins, four (4) 464 sqft dual media filters, one (1) 0.8 MG clear well with two (2) cells, two (2) 7,200 gpm backwash pumps, two (2) 3,200 gpm high service pumps, two (2) 3,200 gpm low service pumps, a chemical feed building, three (3) backwash lagoons that allow for recycling and all appurtenances to serve the City of Chickasha, Grady County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by the Department of Environmental Quality ("DEQ") on February 13, 2026. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by DEQ before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Chickasha, after which it should be made a matter of permanent record.

Approved plans and specifications are available upon request.

Respectfully,


Kimberly Douglas, P.E.
Construction Permit Section
Water Quality Division

Enclosure

PERMIT TO CONSTRUCT

February 13, 2026

Pursuant to O.S. 27A 2-6-304, the City of Chickasha is hereby granted this Tier I Permit to construct new water treatment plant to replace the current treatment plant. Containing two (2) 1,885 gallon rapid mixing basins, six (6) 10,839 gallon flocculation basins, three (3) 0.34 MG sedimentation basins, four (4) 464 sqft dual media filters, one (1) 0.8 MG clear well with two (2) cells, two (2) 7,200 gpm backwash pumps, two (2) 3,200 gpm high service pumps, two (2) 3,200 gpm low service pumps, a chemical feed building, three (3) backwash lagoons that allow for recycling and all appurtenances to serve the Water Treatment Plant Improvements Project, with 6 MGD Design Capacity, located in NW 1/4, SW 1/4, Section 22, T-7-N, R-7-W, Grady County, Oklahoma, in accordance with the plans approved on February 13, 2026.

Sludge will be disposed of in accordance with applicable rules and regulations regarding the disposal of waste sludges.

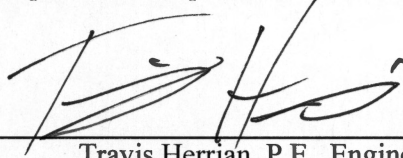
By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with OAC 252:631, and to comply with Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirement for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible for ensuring that the project receive supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted and no invalid information has been presented in applying for the permit.
- 4) That the Oklahoma Department of Environmental Quality ("DEQ") shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 5) That the issuing of this permit does not relieve the responsible parties from any damage which may accrue as the result of the location and operation of the plant in this area.
- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow, or operation of units must be approved by DEQ before any such deviations are made in the construction of this project.

- 8) That any notations or changes recorded on the official set of plans and specifications in DEQ files shall be part of the plans as approved.
- 9) That the water leaving the plant will be non-corrosive as determined by a calcium carbonate saturation index (Langelier index), and the water shall contain at least 1.0 mg/l free chlorine or 2.0 mg/l of combined chlorine.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by DEQ.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 et seq. For information or a copy of the General Permit (OKR10) for Stormwater Discharges from Construction Activities, Notice of Intent form, Notice of Termination form, or guidance on preparation of a Pollution Prevention Plan, contact the Stormwater Unit of Environmental Complaints and Local Services Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-6100.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions or provisions.



Travis Herrian, P.E., Engineering Manager
Construction Permit Section
Water Quality Division

CHICKASHA

Meeting Type: Special Council Meeting 2-23-2026

Meeting Date: 2/23/2026

Department: Administration

Agenda Item No. 3.a.

AGENDA ITEM: Discussion, consideration and possible action to approve Resolution No. 2026-08R: a Resolution of the City of Chickasha, Oklahoma (the “City”) approving action taken by the Chickasha Municipal Authority (the “Authority”) authorizing issuance, sale and delivery of a promissory note of the Authority to the Oklahoma Water Resources Board; ratifying and confirming a Lease Agreement; ratifying and confirming a Sales Tax Agreement; and containing other provisions related thereto.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Resolution 2026-08R as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: February 16, 2026	(From)		

V. ATTACHMENTS:

1. Engagement Letter - OWRB
2. Res. 2026-08R OWRB Resolution City



t 405.235.3413 • f 405.235.2807
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

THE LAW FIRM OF AMANDA MULLINS, PLLC
401 WEST CHICKASHA AVENUE, SUITE 405
P.O. BOX 533
CHICKASHA, OKLAHOMA 73023
TELEPHONE (405) 224-0237

**AGREEMENT FOR BOND COUNSEL AND ISSUER COUNSEL SERVICES
CHICKASHA MUNICIPAL AUTHORITY
SERIES 2026 PROMISSORY NOTE
TO OKLAHOMA WATER RESOURCES BOARD**

THIS AGREEMENT is entered into as February 23, 2026, by and among THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”), THE LAW FIRM OF AMANDA MULLINS, PLLC (“MULLINS” or “Issuer’s Counsel”), and CHICKASHA MUNICIPAL AUTHORITY (the “Issuer”), a public trust with the City of Chickasha, Oklahoma (the “City”) as its beneficiary, and provides as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel and MULLINS as Issuer’s Counsel in connection with the financing of improvements to the Issuer’s water system (the “Project”); and

WHEREAS, to accomplish the Project, the Issuer intends to issue or cause to be issued its Series 2026 Promissory Note to Oklahoma Water Resources Board in the principal amount of not to exceed \$6,000,000.00 (the “Note”); and

WHEREAS, PFLG and Issuer’s Counsel each possess the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the Issuer:

- (1) Consultation with representatives of the Issuer and the City, including the manager of the Issuer/ City, City Attorney, Issuer's Counsel, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financing.
- (2) Preparation of loan, security and other authorizing documents (the "Financing Documents").
- (3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Note, if any.
- (4) Attendance at such meetings or hearings of the Issuer and the City and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer and the City as they may request.
- (5) Preparation of final closing papers to be executed by the Issuer required to effect delivery of the Note and coordination of the Note closing.
- (6) Rendering of bond counsel's customary final legal opinion on the validity of the obligations and, with respect to tax-exempt obligations, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and Issuer acknowledge that Issuer shall be represented by MULLINS for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer's Counsel to the extent requested by Issuer or Issuer's Counsel.

PFLG and Issuer further acknowledge that the Issuer shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the Issuer specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the Issuer is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the Issuer hereby advises PFLG that the Issuer is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the Issuer has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the Issuer.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided, certifications made by,

and opinions provided by counsel to, Issuer, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Note, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to any Official Statement and/or any Continuing Disclosure Undertakings applicable to the Note (if any), including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to the Note. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Note and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Note, Note proceeds or the Project after issuance of the Note.

B. *Issuer Counsel Services.* MULLINS will render the following services as Issuer's Counsel to the Issuer:

- (1) Consultation with representatives of the Issuer and the City, including the manager of the Issuer/ City, Bond Counsel, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financing.
- (2) Assistance in the preparation and review of the Financing Documents.
- (3) Attendance at such meetings or hearings of the Issuer and the City and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer and the City as they may request.
- (4) Rendering of Issuer Counsel's customary final legal opinion on the organization of the Issuer, the binding nature of any legal obligations of the Issuer, the nature of any pending litigation involving the Issuer, and the status of title of certain real property utilized by the Issuer.

The obligations of Issuer's Counsel under this agreement shall be limited to the legal services rendered in connection with the issuance of the Note and shall not include any legal services in connection with the acquisition or condemnation of property to be utilized in connection with the utility systems serving the Issuer.

2. Compensation and Reimbursements.

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the Issuer, PFLG shall be paid a fixed fee at the time of issuance of the Note of one percent (1.00%) of the original gross proceeds of the Note.

B. *Compensation for Issuer's Counsel Services.* For services as Issuer's Counsel to the Issuer, MULLINS shall be paid at the time of issuance a fixed fee of one half of one percent (0.50%) of the original gross proceeds of the Note.

C. *Expenses.* PFLG shall also be paid a fixed amount of \$2,500.00 to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the Note shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand. MULLINS shall be reimbursed by the Issuer for actual out-of-pocket expenses.

D. *Payment.* Fees and expenses shall be payable by Issuer at the time of issuance of the Note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Note and shall be entirely contingent upon issuance of the Note.

E. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG and MULLINS shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG and MULLINS shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Note; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Note or the Issuer.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Note, PFLG will act as special counsel to Issuer with respect to issuance of the Note; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to validity of the Note and the Financing Documents, and

the tax status of interest on the Note, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Note financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer, PFLG, and MULLINS any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer, PFLG, and MULLINS.

Neither PFLG nor MULLINS may assign its obligations under this Agreement without written consent of Issuer except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG or MULLINS are transferred. Issuer may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Note (if not the Issuer). Issuer shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG and MULLINS. All references to PFLG, MULLINS, and Issuer in this Agreement shall be deemed to refer to any such successor of PFLG or MULLINS and to any such assignee of Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks, III or Nathan D. Ellis

MULLINS:

The Law Firm of Amanda Mullins, PLLC
401 West Chickasha Avenue, Suite 405
P.O. Box 533
Chickasha, Oklahoma 73023
Attention: Amanda Mullins, Esq.

ISSUER:

Chickasha Municipal Authority
117 North 4th Street
Chickasha, OK 73018
Attention: Chairman

[Remainder of Page Left Blank Intentionally]

Issuer, PFLG, and MULLINS have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Allan A. Brooks, III, Esq.

**THE LAW FIRM OF AMANDA MULLINS,
PLLC**

By: _____
Amanda Mullins, Esq.

CHICKASHA MUNICIPAL AUTHORITY

By: _____
Title: Chairman
Date: February 23, 2026

THE CITY COUNCIL OF THE CITY OF CHICKASHA, OKLAHOMA MET IN SPECIAL SESSION IN THE COUNCIL CHAMBERS AT CITY HALL LOCATED AT 117 NORTH 4TH STREET, CHICKASHA, OKLAHOMA, 73018, ON THE 23RD DAY OF FEBRUARY, 2026, AT 6:00 P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by title by the City Clerk. 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. 2026-08R

A RESOLUTION OF THE CITY OF CHICKASHA, OKLAHOMA (THE “CITY”) APPROVING ACTION TAKEN BY THE CHICKASHA MUNICIPAL AUTHORITY (THE “AUTHORITY”) AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Chickasha Municipal Authority (the “Authority”) did, by its Resolution adopted on February 23, 2026, authorize the issuance, sale and delivery of its Series 2026 Promissory Note to Oklahoma Water Resources Board, in order to finance certain water system improvements, along with related costs (collectively, the “Project”); and

WHEREAS, the City Council hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Council of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHICKASHA, OKLAHOMA:

Section 1. Issuance of Note. That the issuance, sale and delivery of the Authority's Series 2026 Promissory Note to Oklahoma Water Resources Board in the principal amount of not to exceed \$6,000,000.00 (the "2026 Note"), all as approved by said Authority on February 23, 2026, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2026 Note, and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease Agreement. The Amended Lease Agreement and Operation and Maintenance Contract dated as of August 1, 2023 (the "Lease Agreement"), whereby the City leases its presently existing and hereafter acquired water, sanitary sewer, and sanitation systems to the Authority and the Authority agrees to operate the same, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2026 Note is paid.

Section 4. Sales Tax Agreement. The Sales Tax Agreement dated as of September 1, 2023, by and between the City and the Authority pertaining to the City's agreement to annually appropriate and pay all sales tax proceeds derived from Ordinance No. 2023-20 of the City over to the Authority to be used exclusively for the purposes set out in said Ordinance, is hereby ratified and confirmed.

Section 5. Necessary Action. That the Mayor or Mayor Pro Tempore and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2026 Note and all other aspects of the transaction.

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APPROVED AND ADOPTED THIS 23RD DAY OF FEBRUARY, 2026.

CITY OF CHICKASHA, OKLAHOMA

(SEAL)

Zachary Grayson, Mayor

ATTEST:

Susan M. McDaniel, CMC - City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF GRADY)

I, the undersigned, City Clerk of the City of Chickasha, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Council of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 23RD DAY OF FEBRUARY, 2026.

(SEAL)

Susan M. McDaniel, CMC - City Clerk



Meeting Type: Special Council Meeting 2-23-2026

Meeting Date: 2/23/2026

Department: Administration

Agenda Item No. 3.b.

AGENDA ITEM: Discussion, consideration, and possible action to approve Resolution 2026-09R - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHICKASHA, OKLAHOMA, AUTHORIZING THE CITY MANAGER TO COMMIT LOCAL MATCHING FUNDS FOR A FEDERAL EMERGENCY MANAGEMENT AGENCY EMERGENCY OPERATIONS CENTER GRANT APPLICATION

I. BACKGROUND/DESCRIPTION:

The City of Chickasha has the opportunity to apply for \$1,500,000 in federal funding through the FEMA Emergency Operations Center Grant Program (CFDA 97.052) to establish a dedicated Emergency Operations Center at the city-owned former Armory building located at 2621 Commander Road.

The 16,699 square foot facility, professionally appraised at \$1,020,000 in October 2025, would be renovated to provide critical coordination space for disaster response organizations including the American Red Cross, Salvation Army, and other partners who currently lack adequate staging facilities in the region. The EOC would serve Chickasha and Grady County citizens by supporting warming stations, emergency shelters, and multi-agency disaster response coordination.

This funding opportunity is available through Senator Markwayne Mullin's Community Project Funding (Congressionally Directed Spending) for Fiscal Year 2027. The application deadline is March 1, 2026.

Both Oklahoma Emergency Management and Senator Mullin's office have expressed support for this project, contingent upon the City's formal commitment to provide the required local match.

FISCAL IMPACT:

Total Project Cost: \$2,000,000

Federal Funding Request (75%): \$1,500,000

Required Local Match (25%): \$375,000 (cash match)

City-Owned Property Value: \$1,020,000 (in-kind contribution, no acquisition cost)

Funding Timeline: If the grant is awarded, the local match of \$375,000 would need to be budgeted over the project period (estimated October 2027 - September 2030). The match can be provided through a combination of cash contributions and eligible in-kind services. This commitment is contingent upon federal funding being awarded.

No immediate budget impact. The local match would only be required if the federal grant is successfully awarded.

II. RECOMMENDED ACTION:

Approve Resolution 2026-09R as presented

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Edward Perez, EM Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: February 23, 2026	(From)		

V. ATTACHMENTS:

1. Res. 2026-09R - Council_Resolution_EOC_Grant_Match
2. EOC_Grant_Budget

RESOLUTION NO.2026-09R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHICKASHA,
OKLAHOMA, AUTHORIZING THE CITY MANAGER TO COMMIT LOCAL
MATCHING FUNDS FOR A FEDERAL EMERGENCY MANAGEMENT AGENCY
EMERGENCY OPERATIONS CENTER GRANT APPLICATION**

WHEREAS, the City of Chickasha has the opportunity to apply for federal funding through the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) Emergency Operations Center Grant Program (CFDA 97.052) via U.S. Senator Markwayne Mullin's Community Project Funding for Fiscal Year 2027; and

WHEREAS, the City owns the former Armory building located at 2621 Commander Road, Chickasha, Oklahoma, a 16,699 square foot facility professionally appraised at \$1,020,000 in October 2025; and

WHEREAS, the City proposes to renovate this facility to establish a dedicated Emergency Operations Center to serve Chickasha and Grady County citizens by providing critical coordination space for disaster response organizations and supporting emergency shelters, warming stations, and multi-agency disaster response coordination; and

WHEREAS, the total project cost is estimated at \$2,000,000, with the City requesting \$1,500,000 (75%) in federal funding through the FEMA EOC Grant Program; and

WHEREAS, the FEMA EOC Grant Program requires a 25% local match, totaling \$375,000, which may be satisfied through cash contributions and eligible in-kind services over the project performance period; and

WHEREAS, Oklahoma Emergency Management and Senator Mullin's office have indicated support for this project, contingent upon the City's formal commitment to provide the required local match; and

WHEREAS, the establishment of a dedicated Emergency Operations Center will significantly enhance the City's emergency preparedness and response capabilities, benefiting the health, safety, and welfare of Chickasha residents and the broader Grady County community; and

WHEREAS, the City Council finds that committing to the local match requirement is in the best interest of the City and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHICKASHA, OKLAHOMA:

Section 1. The City Council hereby authorizes the City Manager to commit to providing a local match of \$375,000 (25% of the total project cost) for the City of Chickasha Emergency Operations Center federal grant application through the FEMA Emergency Operations Center Grant Program (CFDA 97.052).

Section 2. This commitment is contingent upon the City being awarded federal funding through Senator Markwayne Mullin's Community Project Funding for Fiscal Year 2027 and subsequent FEMA grant award.

Section 3. The local match of \$375,000 may be satisfied through a combination of cash contributions and eligible in-kind services in accordance with FEMA grant requirements and 2 C.F.R. Part 200. Any required cash expenditures shall be subject to annual budgeting and appropriation by the City Council during the applicable fiscal years of the project performance period. Nothing herein shall be construed to create an indebtedness of the City in violation of Article 10, Section 26 of the Oklahoma Constitution.

Section 4. The City Manager is hereby authorized to execute all necessary documents, certifications, and agreements required to pursue and accept the FEMA Emergency Operations Center Grant, subject to approval as to form by the City Attorney.

Section 5. If the federal grant is not awarded, this resolution shall have no effect and the City shall have no obligation to provide the local match funds.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 23rd day of February 2026.

CITY OF CHICKASHA, OKLAHOMA

Zachary Grayson, Mayor

ATTEST:

Susan M. McDaniel, CMC - City Clerk

TY OF CHICKASHA EMERGENCY OPERATIONS CENTI

Federal Grant Budget Summary

FEMA EOC Grant Program (CFDA 97.052)

PROJECT SUMMARY

Total Project Cost	\$2,000,000	
Federal Share (75%)	\$1,500,000	
Local Match Required (25%)	\$500,000	
City-Owned Property (In-Kind)	\$1,020,000	Oct 2025 Appraisal

DETAILED BUDGET BREAKDOWN

Category	Amount	Percent of Total
1. STRUCTURAL RENOVATION AND HARD	\$600,000	30.0%
• Roof replacement and weather-resistant upgrades		
• Window and door replacements (wind-load rated)		
• Interior reconfiguration for operations center		
• HVAC system upgrades		
• Restroom facilities and ADA compliance		
• Security system installation		
2. COMMUNICATIONS AND TECHNOLOGY	\$450,000	22.5%
• Emergency communications equipment (800 MHz radio)		
• Network infrastructure for interoperable systems		
• Computer systems and workstations		
• Large-screen display systems		
• Video conferencing capability		
• GIS mapping workstations		
3. POWER AND LIFE SAFETY SYSTEMS	\$300,000	15.0%
• Backup generator with automatic transfer switches		
• Uninterruptible Power Supply systems		
• Fire suppression and detection systems		
• Emergency lighting and exit systems		
• Electrical system upgrades		
4. OPERATIONS SPACE AND EQUIPMENT	\$150,000	7.5%
• Furniture and workstations for operations center		
• Emergency supplies storage systems		
• Kitchen facilities		
• Initial equipment and supplies inventory		
5. CONTINGENCY	\$500,000	25.0%
TOTAL PROJECT BUDGET	\$2,000,000	100.0%

FUNDING SOURCES

Source	Amount	Percent
Federal Funding (FEMA EOC Grant)	\$1,500,000	75.0%
Local Cash Match (City of Chickasha)	\$500,000	25.0%
TOTAL FUNDING	\$2,000,000	100.0%

NOTES:

- City-owned property valued at \$1,020,000 (October 2025 appraisal) is additional in-kind con
- Local match can be satisfied through combination of cash and eligible in-kind services per 2
- Project timeline: October 2027 - September 2030 (36 months)
- Budget estimates current as of February 2026