

**AMENDED NOTICE OF SPECIAL MEETING**

**OF THE**

**CHICKASHA INDUSTRIAL AUTHORITY**

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 **SPECIAL MEETING OF THE CHICKASHA INDUSTRIAL AUTHORITY WILL BE HELD ON TUESDAY, JUNE 9, 2026, AT 7:30 A. M. (Immediately following the EDC Meeting).** Said meeting will be held at the CHICKASHA CHAMBER OF COMMERCE, located at 221 W. Chickasha Ave., 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.

**CHICKASHA INDUSTRIAL AUTHORITY**

**AGENDA**

Item No. 1 - Call Meeting to Order/Roll Call.

Item No. 2 - Consent Items:

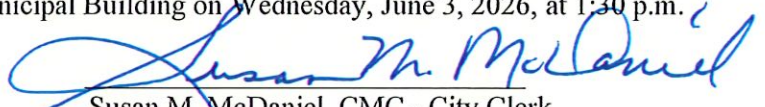
- a. Acceptance of the minutes of May 12, 2026, Special Meeting.
- b. Acceptance of the financials for May 2026.
- c. Acknowledge receipt of the Economic Development Council of Chickasha, Inc. Check Detail for May 2026.

Item No. 3 - Discussion, consideration, and possible action on entering into a Contract for Services with the Chickasha Industrial Authority and Economic Development Council of Chickasha, Inc and authorize the Chairman to execute the same.

Item No. 4 - Board Members Communication.

Item No. 5 - Adjournment.

Posted on the bulletin board of the Chickasha Municipal Building on Wednesday, June 3, 2026, at 1:30 p.m.

  
Susan M. McDaniel, CMC - City Clerk

Members: Zachary Grayson – Chairman, Micah McCarty, Tim Elliott, Kimmy Loggins,  
Georgianne Hebblethwaite, Scott Smith, Kea Ginn

ITEM NO. 2 a

Minutes of the May 12, 2026 Special Meeting  
June 9, 2026  
AGENDA

**SPECIAL**  
**CHICKASHA INDUSTRIAL AUTHORITY**

**Minutes**

A Special meeting of the Chickasha Industrial Authority was held on Tuesday, May 12, 2026, at 8:15 a.m. as specified in advance by a prepared agenda. Said meeting was held at the CHICKASHA CHAMBER OF COMMERCE, located at 221 W. Chickasha Ave., Chickasha, Oklahoma. Said Notice and Minutes from said meeting are kept on file in the office of the City Clerk, 117 North 4<sup>th</sup> Street, Chickasha, Oklahoma.

**Item No. 1.**                    **Call Meeting to Order/Roll Call.**

**PRESENT:**                    Zachary Grayson, Chairman  
   Georgianne Hebblethwaite, Member  
   Scott Smith, Member  
   Kimmy Loggins, Member  
   Micah McCarty, Member

**ABSENT:**                    Kea Ginn, Member  
   Tim Elliott, Member

**CITY STAFF**

Susan M. McDaniel, City Clerk  
Shae Mortimer, Marketing and Civic Engagement Manager  
Rich Edwards, Finance Director

**Item No. 1.**                    **Call Meeting to Order/Roll Call.**

**Item No. 2.**                    **Consent Item:**

**Item No. 2a. Acceptance of the minutes of April 14, 2026, Special Meeting.**

**Item No. 2b. Acceptance of the Financials for April 2026.**

**Item No. 2c. Acknowledge receipt of the Economic Development Council of Chickasha Inc. Check Detail for April 2026.**

**\*Motion by Hebblethwaite, second by Smith to approve the Consent Items 2a – 2c.**

Roll call vote:

“Ayes”    Hebblethwaite, Loggins, Smith, McCarty, and Grayson.

"Nays"                      None  
Motion carried.            5 – 0

**Item No. 3.**                **Board Members Communications.**

**Item No. 4.**                **Adjournment:**

**\*Motion by Smith, second by Loggins to adjourn the meeting.**

Time: 8:16 a.m.

(ATTEST)

\_\_\_\_\_  
Susan M. McDaniel, CMC - City Clerk

\_\_\_\_\_  
Zachary Grayson, Chairman

Passed and approved on the 9th day of June 2026.

ITEM NO. 2 b

Financials for May 2026  
June 9, 2026  
AGENDA

CITY OF CHICKASHA  
 FINANCIAL STATEMENT (UNAUDITED)  
 AS OF: MAY 31ST, 2026

25 -CHICKASHA INDUST AUTH  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
GRANTS AND PROGRAMS	30,000.00	0.00	0.00	29,293.84	0.00	706.16	97.65
MISC REVENUES	0.00	0.00	0.00	2,500.00	0.00	( 2,500.00)	0.00
TRANSFER OTHER FUNDS-EQU	612,000.00	68,118.81	0.00	582,069.82	0.00	29,930.18	95.11
INTEREST	0.00	0.00	0.00	1,670.34	0.00	( 1,670.34)	0.00
PRIOR YEAR FUND BALANCE C	<u>368,097.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>368,097.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>1,010,097.00</u>	<u>68,118.81</u>	<u>0.00</u>	<u>615,534.00</u>	<u>0.00</u>	<u>394,563.00</u>	<u>60.94</u>
<u>EXPENDITURE SUMMARY</u>							
25-CHICKASHA INDUSTRIAL	<u>1,010,097.00</u>	<u>60,338.26</u>	<u>0.00</u>	<u>570,439.53</u>	<u>68,948.23</u>	<u>370,709.24</u>	<u>63.30</u>
*** TOTAL EXPENDITURES ***	<u>1,010,097.00</u>	<u>60,338.26</u>	<u>0.00</u>	<u>570,439.53</u>	<u>68,948.23</u>	<u>370,709.24</u>	<u>63.30</u>
** REVENUE OVER(UNDER) EXPENDITURES **	<u>0.00</u>	<u>7,780.55</u>	<u>0.00</u>	<u>45,094.47</u>	<u>( 68,948.23)</u>	<u>23,853.76</u>	<u>0.00</u>



25 -CHICKASHA INDUST AUTH  
 25-CHICKASHA INDUSTRIAL

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL COST</u>							
<u>5101-DIRECT PERSONNEL COSTS</u>							
525-5101-001 SALARIES	80,000.00	0.00	0.00	0.00	0.00	80,000.00	0.00
TOTAL 5101-DIRECT PERSONNEL COSTS	80,000.00	0.00	0.00	0.00	0.00	80,000.00	0.00
<u>5102-RETIREMENT/PENSION COSTS</u>							
525-5102-003 MUNICIPAL PENSION	8,464.00	0.00	0.00	0.00	0.00	8,464.00	0.00
525-5102-004 FICA	6,227.00	0.00	0.00	0.00	0.00	6,227.00	0.00
TOTAL 5102-RETIREMENT/PENSION COSTS	14,691.00	0.00	0.00	0.00	0.00	14,691.00	0.00
<u>5103-INDIRECT PERSONNEL COSTS</u>							
525-5103-003 AUTO ALLOWANCE	5,200.00	0.00	0.00	0.00	0.00	5,200.00	0.00
TOTAL 5103-INDIRECT PERSONNEL COSTS	5,200.00	0.00	0.00	0.00	0.00	5,200.00	0.00
<u>5104-HEALTH CARE</u>							
525-5104-002 HEALTH INSURANCE	5,485.00	0.00	0.00	0.00	0.00	5,485.00	0.00
525-5104-003 WORKERS COMPENSATION	108.00	0.00	0.00	16.84	64.16	27.00	75.00
TOTAL 5104-HEALTH CARE	5,593.00	0.00	0.00	16.84	64.16	5,512.00	1.45
TOTAL PERSONNEL COST	105,484.00	0.00	0.00	16.84	64.16	105,403.00	0.08
<u>MAINTENANCE AND OPERATION</u>							
<u>5201-SUPPLIES</u>							
525-5201-001 OFFICE SUPPLIES/MAINTEN	1,500.00	4.99	0.00	692.90	0.00	807.10	46.19
TOTAL 5201-SUPPLIES	1,500.00	4.99	0.00	692.90	0.00	807.10	46.19
<u>5205-MAINTENANCE-PROPERTY &amp; BL</u>							
<u>5206-UTILITIES</u>							
525-5206-001 MARKETING	40,000.00	10,370.31	0.00	34,553.97	0.00	5,446.03	86.38
525-5206-003 ELECTRICITY (SIGN)	2,500.00	174.96	0.00	2,029.82	1,593.07	1,122.89	144.92
525-5206-004 PROFESSIONAL DEVELOPMEN	2,500.00	0.00	0.00	330.00	0.00	2,170.00	13.20
TOTAL 5206-UTILITIES	45,000.00	10,545.27	0.00	36,913.79	1,593.07	6,493.14	85.57
<u>5208-MISCELLANEOUS</u>							
525-5208-012 MISC ACCOUNTING ADJUSTM	0.00	0.00	0.00	44,469.00	0.00	44,469.00	0.00
TOTAL 5208-MISCELLANEOUS	0.00	0.00	0.00	44,469.00	0.00	44,469.00	0.00

CITY OF CHICKASHA  
 FINANCIAL STATEMENT (UNAUDITED)  
 AS OF: MAY 31ST, 2026

25 -CHICKASHA INDUST AUTH  
 25-CHICKASHA INDUSTRIAL

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>5210-ADVERTISING</u>							
525-5210-004 SPECIAL PROMOTIONS/OUTP	5,000.00	0.00	0.00	2,850.00	0.00	2,150.00	57.00
TOTAL 5210-ADVERTISING	5,000.00	0.00	0.00	2,850.00	0.00	2,150.00	57.00
TOTAL MAINTENANCE AND OPERATION	51,500.00	10,550.26	0.00	84,925.69	1,593.07	( 35,018.76)	168.00
<u>OTHER SERVICE CHARGES</u>							
<u>5301-OPERATIONAL CONTRACT</u>							
525-5301-007 PROFESSIONAL SERVICES	15,000.00	0.00	0.00	0.00	0.00	15,000.00	0.00
TOTAL 5301-OPERATIONAL CONTRACT	15,000.00	0.00	0.00	0.00	0.00	15,000.00	0.00
<u>5302-SERVICE CONTRACTS/AG</u>							
525-5302-000 OTHER SERVICE AGREEMENT	350.00	0.00	0.00	139.00	0.00	211.00	39.71
TOTAL 5302-SERVICE CONTRACTS/AG	350.00	0.00	0.00	139.00	0.00	211.00	39.71
<u>5305-GRANTS &amp; PROGRAMS</u>							
<u>5350-SERVICE AGENCIES AND</u>							
525-5350-002 ECONOMIC DEVELOPMENT CO	405,000.00	34,791.00	0.00	382,701.00	34,791.00	( 12,492.00)	103.08
525-5350-003 TOURISM	100,000.00	14,997.00	0.00	26,152.00	0.00	73,848.00	26.15
525-5350-003.1 TOURISM- SPORTS COMPLEX	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00
525-5350-007 CHICKASHA FESTIVAL OF L	35,000.00	0.00	0.00	30,000.00	0.00	5,000.00	85.71
TOTAL 5350-SERVICE AGENCIES AND	570,000.00	49,788.00	0.00	438,853.00	34,791.00	96,356.00	83.10
TOTAL OTHER SERVICE CHARGES	585,350.00	49,788.00	0.00	438,992.00	34,791.00	111,567.00	80.94
<u>TRANSFERS TO OTHER FUNDS</u>							
<u>5500-TRANSFER TO OTHER FUNDS</u>							
525-5500-039 TRANSFER OUT-AIRPORT (C	12,500.00	0.00	0.00	0.00	0.00	12,500.00	0.00
TOTAL 5500-TRANSFER TO OTHER FUNDS	12,500.00	0.00	0.00	0.00	0.00	12,500.00	0.00
TOTAL TRANSFERS TO OTHER FUNDS	12,500.00	0.00	0.00	0.00	0.00	12,500.00	0.00
<u>UNDESIGNATED EXPENSES</u>							
<u>5600-UNDESIGNATED EXPENSES</u>							
525-5600-001 CONTINGENCY RESERVES	18,763.00	0.00	0.00	0.00	0.00	18,763.00	0.00
TOTAL 5600-UNDESIGNATED EXPENSES	18,763.00	0.00	0.00	0.00	0.00	18,763.00	0.00

CITY OF CHICKASHA  
 FINANCIAL STATEMENT (UNAUDITED)  
 AS OF: MAY 31ST, 2026

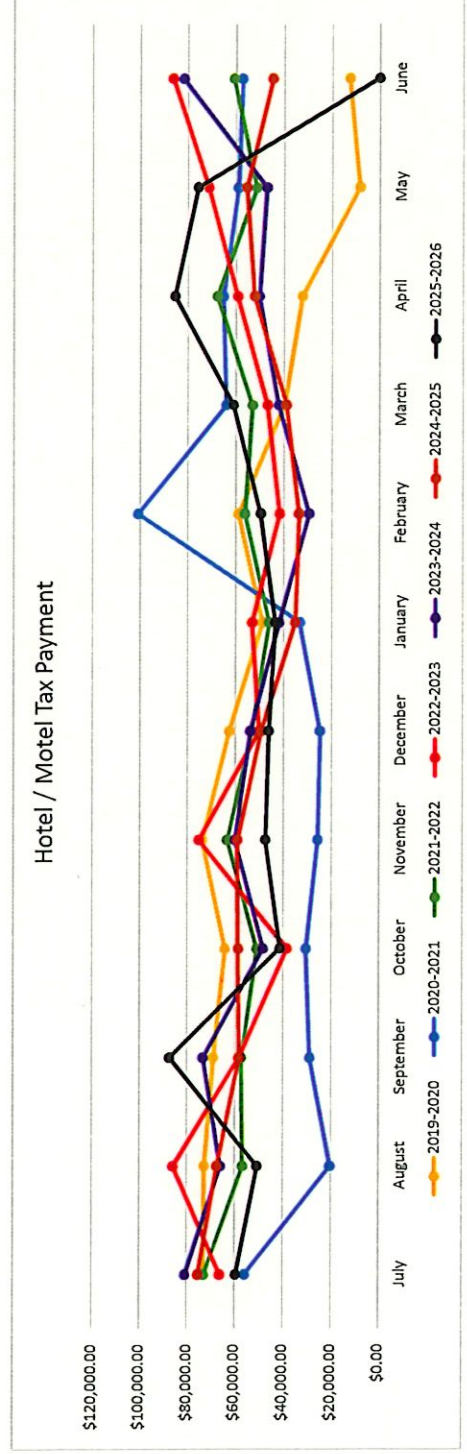
25 -CHICKASHA INDUST AUTH  
 25-CHICKASHA INDUSTRIAL

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
TOTAL UNDESIGNATED EXPENSES	18,763.00	0.00	0.00	0.00	0.00	18,763.00	0.00
<u>CAPITAL EQUIPMENT</u>							
<u>6450-PROJECTS</u>							
525-6450-030 COMMUNITY CLEANUP	85,000.00	0.00	0.00	12,655.00	0.00	72,345.00	14.89
TOTAL 6450-PROJECTS	85,000.00	0.00	0.00	12,655.00	0.00	72,345.00	14.89
TOTAL CAPITAL EQUIPMENT	85,000.00	0.00	0.00	12,655.00	0.00	72,345.00	14.89
<u>CAPITAL EQUIPMENT</u>							
<u>6500-PROGRAMS</u>							
525-6500-001 FESTIVAL OF LIGHT	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
525-6500-002 FAIRGROUND EVENTS	24,000.00	0.00	0.00	22,500.00	32,500.00 (	31,000.00)	229.17
525-6500-003 EMERGING OPPORTUNITIES	0.00	0.00	0.00	1,350.00	0.00 (	1,350.00)	0.00
525-6500-008 ROCK ISLAND ARTS FESTIV	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
525-6500-009 OK FOOD TRUCK CHAMPIONS	10,000.00	0.00	0.00	10,000.00	0.00	0.00	100.00
525-6500-010 WINGS AND WHEELS EVENT	12,500.00	0.00	0.00	0.00	0.00	12,500.00	0.00
TOTAL 6500-PROGRAMS	151,500.00	0.00	0.00	33,850.00	32,500.00	85,150.00	43.80
TOTAL CAPITAL EQUIPMENT	151,500.00	0.00	0.00	33,850.00	32,500.00	85,150.00	43.80
TOTAL 25-CHICKASHA INDUSTRIAL	1,010,097.00	60,338.26	0.00	570,439.53	68,948.23	370,709.24	63.30
*** TOTAL EXPENDITURES ***	1,010,097.00	60,338.26	0.00	570,439.53	68,948.23	370,709.24	63.30



	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
July	\$73,219.33	\$55,600.95	\$72,826.96	\$66,114.05	\$80,728.49	\$75,385.80	\$59,418.50
August	\$72,657.84	\$20,068.61	\$56,497.19	\$85,856.55	\$65,903.87	\$67,346.49	\$50,601.81
September	\$68,937.55	\$28,501.95	\$57,023.20	\$58,136.41	\$73,230.95	\$57,980.16	\$87,410.86
October	\$63,950.14	\$30,258.55	\$50,700.80	\$38,362.67	\$48,143.32	\$58,468.98	\$41,211.76
November	\$73,727.34	\$25,434.20	\$63,178.71	\$75,116.83	\$59,880.19	\$58,906.33	\$47,266.51
December	\$62,350.99	\$24,629.90	\$52,910.49	\$49,906.64	\$53,562.53	\$49,116.82	\$46,030.17
January	\$48,604.29	\$33,110.79	\$45,839.35	\$52,913.87	\$41,750.55	\$35,094.84	\$43,323.80
February	\$58,657.13	\$100,744.34	\$56,109.63	\$41,630.30	\$29,377.57	\$33,560.20	\$49,474.93
March	\$39,697.24	\$63,931.29	\$52,970.19	\$46,684.17	\$42,032.18	\$38,896.48	\$60,843.02
April	\$32,277.46	\$65,027.63	\$67,680.17	\$59,154.20	\$50,219.30	\$52,082.47	\$85,475.32
May	\$8,299.74	\$58,965.32	\$51,104.18	\$71,453.53	\$47,021.97	\$55,422.61	\$75,687.57
June	\$12,543.84	\$57,286.51	\$60,737.85	\$86,394.61	\$81,935.34	\$44,622.80	\$0.00
Totals	\$614,922.89	\$563,560.04	\$687,578.72	\$731,723.83	\$673,786.26	\$626,883.98	\$646,744.25
Monthly Avg	\$ 51,244	\$ 46,963	\$ 57,298	\$ 60,977	\$ 56,149	\$ 52,240	\$ 58,795
Monthly Budget Est.							\$ 56,667
Budget Variance							4%
YTD Budget Surplus/(Deficit)							\$ 23,411
Year to Year Variance							10%
Year to Year Surplus/(Deficit)							\$ 64,483



ITEM NO. 2 c

Economic Development Council of Chickasha Inc Check Detail for May, 2026  
June 9, 2026  
AGENDA

# Economic Development Council of Chickasha, Inc.

## Check Detail Report

May 1-31, 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM NAME	DESCRIPTION	CLEARED	AMOUNT
101.1 First National 0401					
05/12/2026	Check	8212 Visa	Cowan 9353	Uncleared	-
05/12/2026	Check	8212 Visa	to code out		1,854.97
05/12/2026	Check	8213 Vitus Investments	May 2026	Uncleared	-300.00
05/12/2026	Check	8213 Vitus Investments	May 2026	Uncleared	300.00
05/12/2026	Check	8214 Public Service Company of Oklahoma	953-937-571-2-5	Uncleared	-43.59
05/12/2026	Check	8214 Public Service Company of Oklahoma	953-937-571-2-5		43.59
05/12/2026	Check	8215 Chickasha Chamber of Commerce		Uncleared	-
05/12/2026	Check	8215 Chickasha Chamber of Commerce	May 2026		1,966.83
05/12/2026	Check	8216 Cheryl Critchfield		Uncleared	1,966.83
05/12/2026	Check	8216 Cheryl Critchfield	Planting flowers at Shannon Springs		-67.42
05/12/2026	Check	8216 Cheryl Critchfield	Fest of Freedom cake at City Proclamation		20.38
05/15/2026	Check	ACH Matthew T Brooks, Jr.		Uncleared	47.04
05/15/2026	Check	ACH Matthew T Brooks, Jr.			-
05/15/2026	Check	ACH Jim Cowan	Payroll Research	Uncleared	-
05/15/2026	Check	ACH Jim Cowan	Payroll Director		-
05/15/2026	Check	ACH Cheryl Critchfield		Uncleared	-
05/15/2026	Check	ACH Cheryl Critchfield	Payroll Operations		-275.00
05/28/2026	Check	8217 Angel, Johnston & Blasingame, P.C.	Inv. #60920	Uncleared	-275.00
05/28/2026	Check	8217 Angel, Johnston & Blasingame, P.C.	Inv. #60920		275.00
05/28/2026	Check	8218 VSP Vision Care	30099313 Statement: 825252486 Cowan, Critchfield, Brooks	Uncleared	-44.91
05/28/2026	Check	8218 VSP Vision Care	30099313 Statement: 825252486 Cowan, Critchfield, Brooks	Uncleared	44.91
05/28/2026	Check	8219 Delta Dental of Oklahoma	Grp. 0016706-0001 / Inv. #2303983 / Cowan, Critchfield, Brooks	Uncleared	-180.00
05/28/2026	Check	8219 Delta Dental of Oklahoma	Grp. 0016706-0001 / Inv. #2303983 / Cowan, Critchfield, Brooks		180.00

# Economic Development Council of Chickasha, Inc.

## Check Detail Report

May 1-31, 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM NAME	DESCRIPTION	CLEARED	AMOUNT
05/28/2026	Check	8220 Localintel Global Inc	Inv. # INV-0863 - Annual Renewal	Uncleared	-
05/28/2026	Check	8220 Localintel Global Inc	Inv. # INV-0863 - Annual Renewal	Uncleared	5,250.00
05/28/2026	Check	8221 Mollman Outdoor	Inv. #Q41900	Uncleared	5,250.00
05/28/2026	Check	8221 Mollman Outdoor	Inv. #Q41900	Uncleared	-250.00
05/28/2026	Check	8222 Blue Cross & Blue Shield	Profile 975470 / Acct. 277770 / Cowan, Critchfield, Brooks	Uncleared	250.00
05/28/2026	Check	8222 Blue Cross & Blue Shield	Profile 975470 / Acct. 277770 / Cowan, Critchfield, Brooks	Uncleared	-
05/28/2026	Check	8223 Public Service Company of Oklahoma	Acct. #953-937-571-2-5	Uncleared	3,703.90
05/28/2026	Check	8223 Public Service Company of Oklahoma	Acct. #953-937-571-2-5	Uncleared	3,703.90
05/28/2026	Check	8223 Public Service Company of Oklahoma	Acct. #953-937-571-2-5	Uncleared	-43.59
05/29/2026	Check	8224 Matthew T Brooks, Jr.		Uncleared	43.59
05/29/2026	Check	8224 Matthew T Brooks, Jr.	Payroll - Research	Uncleared	-
05/29/2026	Check	8225 Jim Cowan		Uncleared	-
05/29/2026	Check	8225 Jim Cowan	Payroll - Director	Uncleared	-
05/29/2026	Check	8226 Cheryl Critchfield		Uncleared	-
05/29/2026	Check	8226 Cheryl Critchfield	Payroll - Operations	Uncleared	-
05/29/2026	Check	8227 Edward Jones Financial		Uncleared	-685.96
05/29/2026	Check	8227 Edward Jones Financial	May contributions	Uncleared	-685.96

ITEM NO. 3

June 9, 2026  
AGENDA

## CONTRACT FOR SERVICES

**THIS CONTRACT** is made and entered into this \_\_\_\_ day of June 2026, by and between the Chickasha Industrial Authority, a public trust authority of the State of Oklahoma whose sole beneficiary is the City of Chickasha, a municipal corporation of the State of Oklahoma (hereinafter referred to as “CIA”) and the Economic Development Council of Chickasha, Inc., a not-for-profit corporation (hereinafter referred to as “EDC”).

### **WITNESSETH:**

**WHEREAS**, the CIA has determined that the EDC through its various committees and activities has as its primary function encouraging, promoting, and fostering economic and industrial development; and

**WHEREAS**, the CIA has determined that the EDC through such economic and industrial development activities assists in providing jobs which brings in income within the corporate city limits of the City of Chickasha; and

**WHEREAS**, the CIA, as a public trust authority whose sole beneficiary is the City of Chickasha, has determined that it is in the best interest of the citizens of the City of Chickasha to contract with EDC as set forth herein in order to encourage, promote, and foster economic and industrial development within the City of Chickasha; and

**WHEREAS**, the CIA has determined that it is in the best interest of its sole beneficiary, the City of Chickasha, to enter into this contract with EDC whereby the CIA and the City of Chickasha will be the beneficiaries of the activities and services provided by EDC in encouraging, promoting, and fostering economic and industrial development within the City of Chickasha.

**WHEREAS**, The EDC will not exercise policy functions regarding economic development, which will remain with the City Council and the governing bodies of agencies served by the EDC, but the EDC will be a service provider that performs consolidated economic development functions pursuant to contracts with the policy-making bodies; and

**WHEREAS**, it is within the legal discretion of the CIA to choose contractors to render professional services to the CIA, and therefore, the CIA desires to exercise its legal power to contract and to enter into this Agreement with the EDC to provide economic development professional services to the CIA for the benefit of the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and considerations herein contained, it is agreed by and between the parties hereto to enter into this contract for services as follows, to-wit:

## **Section 1**

### **Condition Precedent to Enforceability of Contract**

1.1 The parties hereto agree that the sole source of the funds necessary to fund this contract for services are to come solely from a hotel excise tax. Said hotel excise tax is contained within Ordinance No. 97-17 of the City of Chickasha which was adopted by the Mayor and Council of the City of Chickasha on the 18<sup>th</sup> day of August, 1997.

1.2 It is understood and agreed by the parties to this contract for services that should the hotel tax ordinance be repealed or determined to be invalid then this contract shall be null and void and both parties shall be released from all obligations contained herein.

1.3 **Public Purpose.** The parties acknowledge and agree that the consideration provided under this Agreement is intended to support the delivery of professional services that foster business, retention, recruitment, and expansion; promote workforce and commercial development; and enhance overall economic vitality of the City of Chickasha. These efforts are undertaken for the benefit of the citizens of Chickasha and in furtherance of the public purposes of the Chickasha Industrial Authority and its sole beneficiary, the City of Chickasha.

## **Section 2**

### **Term of Contract**

2.1 This contract shall be effective the 1<sup>st</sup> day of July, 2026, and shall continue for a period of twelve (12) months until the 30<sup>th</sup> day of June, 2027, unless sooner terminated by either party as provided for herein. It is understood by the parties that there shall be no requirement or option to renew or extend this contract beyond this term and this contract shall terminate and come to an end on the 30<sup>th</sup> day of June, 2027.

2.2 If, for any reason, the hotel tax is determined to be invalid or if the hotel tax is not collected by the City of Chickasha for any reason or should the tax be repealed then this contract shall be deemed between the parties to be null and void and this contract shall terminate on said date.

2.3 Should either party to this contract be in breach of any of the terms and provisions of this contract, the non-breaching party may give written notice to the party in breach of this contract setting forth the nature of the breach. Upon receipt of the written notice, the breaching party shall have thirty (30) days to cure the breach or default. If the breach is not cured within thirty (30) days, the non-breaching party may, at its option, terminate this Agreement upon written notice.

## **Section 3**

### **Consideration to be Paid**

3.1 The consideration to be paid to EDC by CIA for the services to be performed under this contract shall not exceed \$417,500.00.

3.2 During the term of this agreement the CIA shall pay to the EDC the sums due under this contract on a monthly basis in an amount not to exceed \$34,791.00.

## **Section 4**

### **Services to be Performed**

4.1 The EDC agrees to provide services to the CIA for the benefit of the City of Chickasha for the planning, encouraging, fostering, promoting and development of programs to attract economic and industrial development to the City of Chickasha and to increase the quantity and quality of the jobs and the job market within the City of Chickasha. The services to be provided by the EDC shall include, but not be limited to the following:

- a. provide qualified and competent staff for the recruitment of and assistance to new businesses and industries, as well as for the expansion of existing businesses and industries, including providing management and administrative services necessary to present a viable program;
- b. enhance the economic development programs as directed by the EDC Board.
- c. operate the programs of EDC for the good of the general public and for the promotion of business, industry and trade within the City;
- d. work in promoting the City's image in the job market so that the City will be looked favorably upon by businesses and industries as a location viable for economic and industrial development;
- e. promote cultural, commercial, industrial and economic events in the City of Chickasha for the benefit of the City of Chickasha and its residents in the pursuit of developing and promoting of economic and industrial development;
- f. incur expenses necessary to promote, foster and encourage economic and industrial development within the City;
- g. supply and analyze information, research and ideas to develop economic and industrial development and to increase the number of jobs and employment;

- h. develop and maintain informational materials for any firms, companies, associations, businesses or individuals wanting to gain information concerning the City of Chickasha as a potential economic or industrial site;
- i. initiate original and follow-up contacts with firms, companies, associations or individuals who may be interested in locating businesses within the City of Chickasha or to work with existing firms, companies, associations, businesses or individuals to increase their job base;
- j. co-ordinate recruitment of industries with the City Manager to ensure that there will be no adverse impact to the environment of the City of Chickasha or the City's water and wastewater treatment facilities or distribution lines, sanitation facilities, drainage system, traffic patterns, public safety or cost of operations;
- k. keep the City informed of special needs, requests that may have an impact on future economic conditions affecting commercial, economic and industrial growth and/or decline;
- l. when requested by CIA and/or the City, develop statistical analysis tracking job growth, patterns and trends;
- m. maintain records and information pertaining to the City of Chickasha based on demographic statistics or other factors which may bear upon economic or industrial development;
- n. review and act upon recommendations of the CIA and/or the City of Chickasha concerning economic and industrial development and report, as/when appropriate, on all actions taken concerning any such recommendations;
- o. make available the EDC President at least quarterly or more frequently as requested by the Mayor to present ongoing economic development activity to the Chickasha City Council. The EDC agrees to provide monthly in-person updates to the CIA regarding its activities, programs and progress toward goals.
- p. assist in identifying, writing and obtaining grants for economic, commercial and industrial development purposes or projects within the City of Chickasha; These grants and programs are to include, but not be limited to the New Business Startup, and Business Expansion Grants. The EDC will administer programs and review applications for consideration and approval to be referred to the CIA or Chickasha City Council. CIA will review referred New Business Startup and Business Expansion Grant applications for approval and funding per grant requirements in guideline documents currently approved and in effect.
- q. EDC shall indemnify, and hold harmless the City and CIA, and all City Councilmembers, trustees, employees, servants, and agents from any and all claims, suits, demands and causes of action resulting from the acts of any agent, officer or employee of EDC or any other person pursuant to this Contract;
- r. EDC shall maintain liability insurance throughout the term of the Contract in an amount that, at minimum, conforms to the requirements of the Oklahoma Governmental Tort Claims Act, and shall list the City of Chickasha and the Chickasha Industrial Authority as additional

insured on the policies. EDC agrees to maintain a minimum insurance coverage limits as set forth in Oklahoma Statutes Title 51 Section 154. EDC shall furnish the Chickasha Industrial Authority with satisfactory proof of the insurance required. The certificate of insurance provided shall contain a statement requiring the insurance carrier to provide the Chickasha Industrial Authority 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.

THE CIA AND EDC JOINTLY AGREE:

1. Upon execution of this agreement, the EDC, with input from the CIA, will prepare a strategic plan to include mutually agreed upon goals, objectives and performance measures.

2. The consideration received under this Contract may be used by the EDC for any lawful purpose related to economic development within the City's jurisdiction, provided that such use is consistent with the City and the CIA's powers, duties, and limitations under applicable law.

3. The EDC agrees to keep its books and records available and open to the CIA for review subject to lawful non-disclosure agreements or privacy protections with potential or active economic development opportunities.

4. No officer, employee, contractor, or subcontractor of the EDC shall accept any gratuity or kickback for the performance of work under this Contract. The services of any officer, employee, contractor, or subcontractor of the EDC which is found to have accepted any such gratuity or kickback shall be immediately terminated by the EDC.

5. The EDC agrees that in performing its obligations under this Contract that it shall comply with all of the ordinances of the City of Chickasha, the laws of the State of Oklahoma, and the laws of the United States of America.

6. All persons working for EDC under this contract shall be employees of the EDC, subject to its exclusive management and control, and shall in no way be considered employees of the City or CIA; and that any liability which might arise shall be the sole liability of the EDC.

7. During the term of this contract if any vacancies shall occur in the Board of Trustees of the CIA, other than Trustees who are the Mayor or City Council Members, the EDC may recommend up to three (3) of its members to be appointed to the Board of Trustees of the CIA for consideration to be appointed by the Mayor and approved by the Chickasha City Council.

8. No funds provided under this Contract shall be expended for activities outside the scope of services described in Section 4 without express prior written approval of the CIA. Additionally, the EDC shall not purchase or provide alcohol. Including alcohol at events, provided by consideration under this contract.

9. This contract is not assignable.

## **Section 5**

### **Accounting**

5.1 Upon execution of this Agreement, the EDC shall prepare and provide to the CIA a budget. The EDC shall provide to the CIA any budget amendments approved by the EDC throughout the fiscal year.

5.2 The EDC shall maintain an adequate accounting system, and shall provide the CIA and the City of Chickasha with documented accountings of the distribution of the funds provided as consideration for the activities and services governed by this contract. EDC will, at no expense to the City or CIA, provide an annual audit and accounting of the expenditures of funds covered by this contract.

5.3 Within 30 days of the approval of the effective date of this agreement the EDC shall maintain a Purchasing Management Policy which provides for competition amongst FDIC insured banks for the holding and investment of idle funds of the EDC. The terms of each banking relationship shall be disclosed in monthly financial reports including the amounts and rate of return on cash held by each institution.

5.4 The EDC will submit monthly statements to the CIA detailing services rendered during the previous month. The EDC will also submit to the CIA, a check register that includes payee name or entity, amount and purpose of expense with the exception of payroll checks. All payroll checks will be made available for inspection by authorized City of Chickasha personnel.

5.5 The consideration provided for in this contract for services is understood by the parties to be intended for the purpose of accomplishing objectives which inure to the benefit of the CIA, the City of Chickasha and its citizens as a whole and are done in consideration of the public health, safety and general welfare of the citizens of the City of Chickasha.

5.6 The EDC agrees that any budget amendment or expense that exceeds their budget amount must be approved by the CIA prior to any expense being made.

This contract is the entire contract between the parties. This contract cannot be amended without the written consent of both parties hereto and no prior oral negotiations between the parties shall be part of this contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract the day and year first above written.

CHICKASHA INDUSTRIAL AUTHORITY

By: \_\_\_\_\_  
Zachary Grayson, Chairman

ATTEST:

\_\_\_\_\_  
Susan M. McDaniel, CMC – City Clerk  
(SEAL)

ECONOMIC DEVELOPMENT COUNCIL OF  
CHICKASHA, INC.

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
(SEAL)