



CITY COUNCIL AGENDA





CITY OF MIDWEST CITY MEETINGS FOR December 09, 2025

All Council/Authority/Commission meetings of the City of Midwest City (MWC) elected officials will be held in the Council Chamber located at 100 N. Midwest Blvd., Midwest City, OK 73110, Oklahoma County, Oklahoma, unless notified otherwise.

Regularly scheduled meetings of the elected officials will be streamed live and recorded on the MWC YouTube channel: [Bit.ly/CityofMidwestCity](https://bit.ly/CityofMidwestCity) with the recorded videos available there within 48 hours.

Special Assistance for a Meeting: Send request via email to tanderson@midwestcityok.org or call 405-739-1220 no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

Please note that the elected officials will informally gather at or after 5:00 PM in the City Manager's Conference room for dinner for evening meetings; however, no business will be discussed or acted upon. Meals will only be provided to the City Council and staff. Doors to the Council Chamber will be open to the public fifteen minutes prior to the start of a meeting.

For the purposes of all meetings of the MWC elected and/or appointed officials, the term "possible action" shall mean possible adoption, rejection, amendments, postponements, and/or recommendation to the City Council and/or Authorities.

Pursuant to Midwest City Resolution 2022-50, the following rules of conduct and engagement are in effect for all meetings of the MWC elected and/or appointed officials:

1. Only residents of the City, and/or identifiable business doing business in or with the City, or where it is required by statute during public hearings may speak during a public meeting, unless by majority vote of the City Council, non-residents may be permitted to comment on agenda items that impact them. To verify this new requirement, speakers must state their name and City residential/business address or provide/present proof of residential/business address to the City Clerk before addressing the elected officials.
2. There will be a 4 (four) minute time restriction on each speaker, which can be extended by a vote of the City Council, only if it benefits and/or clarifies the discussion at hand. The City Clerk, or designee, will be the timekeeper and will notify the chair when time has expired.
3. The Mayor/Chair reserves the right to remove individuals from the audience if they become disorderly. If the Mayor/Chair asks a disruptive individual to leave and the individual refuses to leave, the meeting will be recessed and appropriate law enforcement action will be taken.
4. Agenda items requesting action of the elected officials shall include:
 1. Presentation by City Staff and/or their invited guest speaker;
 2. If a public hearing is required, questions and discussion by and between the elected officials, City Staff, and the public;
 3. Questions and discussion by and between the elected officials and City Staff, invited guest speaker, and/or public during a public hearing; and
 4. Motion and second by the elected officials.
 5. If a motion is to be amended, the one who made the motion may agree and restate the motion with the amendment; however, if the maker of the motion does not agree to the amendment, the motion may be voted on as it stands.
 6. Final discussion and possible action/amended motion by the elected officials.



CITY OF MIDWEST CITY COUNCIL AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

December 09, 2025 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Vacant

Ward 3 Rita Maxwell

Ward 5 Sara Bana

Ward 2 Pat Byrne

Ward 4 Marc Thompson

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. **CALL TO ORDER.**

B. **OPENING BUSINESS.**

- Invocation
- Pledge of Allegiance
- Mayoral Proclamations:
 - ✓ Aaron Russell
 - ✓ Jerry Carroll
 - ✓ Karen Denton
- Community-related announcements and comments

C. **CONSENT AGENDA.** These items are placed on the Consent Agenda so the Council members, by unanimous consent, can approve routine agenda items by one motion. If any Council member requests to discuss an item(s) or if there is not unanimous consent, then the item(s) will be removed and heard in regular order.

1. Discussion, consideration, and possible action to approve the special meeting minutes for November 6, 2025. (City Clerk - S. Hancock)
2. Discussion, consideration and possible action to approve the meeting minutes for November 13, 2025. (City Clerk - S. Hancock)
3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026. Increase: MWC Police Department Fund, expenditures/Transfers Out (62) \$409,606. MWC Fire Department Fund, expenditures/Transfers Out (64) \$136,536. Technology Fund, revenues/Transfers In (14) \$546,141; expenditures/ Hardware/Software (14) \$546,141. MWC Fire Department, expenditures/Transfers Out (64) \$65,000. Fire Capitalization, revenues/Transfers In (00) \$65,000; expenditures/Equipment (64) \$65,000. Decrease: Park & Recreation Fund, expenditures/Special Events (20) - \$2,778; Reimbursed Projects, expenditures/Street (09) -\$4495; expenditures/Contractual (10) -\$463. (Finance- T. Cromar)

- [4.](#) Discussion, consideration, and possible action to reappoint Jess Huskey and Charles McDade to the Board of Adjustment for three-year terms to expire December 13, 2028. (Community Development - M. Summers)
- [5.](#) Discussion, consideration, and possible action of declaring various computer equipment and other miscellaneous items per attached memo as obsolete, defective, or replaced and authorizing their disposal by public auction, sealed bid or other means as necessary. (Information Technology - A. Stephenson)

D. DISCUSSION ITEMS.

- [1.](#) (MP-00027) Public hearing, discussion, consideration, and possible action to approve a Minor Plat for the property located at 1015 & 1025 S. Post Road, Midwest City, Oklahoma. (Community Development - M. Summers)
- [2.](#) Discussion, consideration, and possible action on a Resolution relating to the incurring of indebtedness by the Trustees of the Midwest City Municipal Authority in an aggregate principal amount of not to exceed One Million Eight Hundred Eleven Thousand Dollars (\$1,811,000.00) and approving documents as may be necessary or required. (Public Works - R. Paul Streets)
- [3.](#) Discussion, consideration and possible action to approve a resolution and to approve the “Red Plains Sports Complex Economic Development Assistance Agreement,” among the City of Midwest City, the Midwest City Economic Development Authority, the Midwest City Utilities Authority, and Stingray Volleyball Academy LLC for the development of a Part of Lot 4, Soldier Creek Industrial Park. (Economic Development - R. Coleman)
4. Discussion, consideration, and possible action of approving an agreement with Tyler Technologies, Inc. to procure the Enterprise Public Safety (New World) Software-as-a-Service (SaaS) platform through Sourcewell Contract #060624-TTI, including CAD, Records, Mobile, and related public safety modules and services in the amount of \$524,545.00. (Police – G. Wipfli)

E. FURTHER INFORMATION.

- [1.](#) Monthly Residential and Commercial Building Report for October 2025 (Community Development - M. Summers)
- [2.](#) Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for October 2025. (Human Resources - T. Bradley)
- [3.](#) Review of the October 7, 2025 Planning Commission Meeting Minutes. (Community Development - M. Summers)
- [4.](#) Review of the City Manager's Report for the month of October 2025. (Finance - T. Cromar)
- [5.](#) Review of the April 15, 2025 Board of Adjustment Meeting Minutes. (Community Development - M. Summers)

6. (PC-2229) Public hearing, discussion, consideration, and possible action to approve a Special Use Permit to allow for the use of a Group Care Facility as defined in Section 4.3.14 of the Zoning Regulations for the development located at 9077 NE 13th Street, Midwest City, Oklahoma 73110. (Community Development - M. Summers)
- F. NEW BUSINESS/PUBLIC DISCUSSION. “In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Council on any subject not scheduled on the regular agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**”
- G. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Council special meeting was filed with the City Clerk of Midwest City at least 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Council Minutes

November 6, 2025

This **special meeting** was held in the City Hall Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 6:01 PM with the following members present:

Ward 1 Vacant

Ward 2 Pat Byrne

City Manager Tim Lyon

Ward 3 Rita Maxwell

Acting City Clerk Ryan Rushing

Ward 5 Sara Bana

City Attorney Don Maisch

Absent: Ward 4 Marc Thompson and Ward 6 Rick Favors

DISCUSSION ITEMS.

1. **Presentation, discussion, and questions/answers regarding an increase in the Hotel/Motel Tax Rate from 5% to 9.25% to be considered for approval by the Midwest City residents on the November 18, 2025, ballot.**

T. Lyon presented information. Discussion was made between Staff, Council Members and Citizens.

PUBLIC DISCUSSION. There was no Public Discussion.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 6:42 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

Notice for the Midwest City Council meetings was filed for the calendar year with the City Clerk of Midwest. Public notice of this agenda was accessible at least 24 hours before the meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

City of Midwest City Council Minutes

November 13, 2025

This meeting was held in the City Hall Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 6:00 PM with the following members present:

| | | |
|---------------------|----------------------|-------------------------|
| Ward 1 Vacant | Ward 2 Pat Byrne | City Manager Tim Lyon |
| Ward 3 Rita Maxwell | Ward 4 Marc Thompson | City Clerk Sara Hancock |
| Ward 5 Sara Bana | Ward 6 Rick Favors | Attorney Vicki Floyd |

OPENING BUSINESS. The Invocation was given by Vaughn Sullivan. The Pledge of Allegiance was led by Marc Thompson. Mayor presented proclamations to Streets and Evenson for National Stormwater Day and America Recycles Day. City Manager Lyon made community-related announcements and comments.

CONSENT AGENDA. Bana made a motion to approve the consent agenda with exception to pull Items 1, 4, and 6, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion carried.

2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026 increase: Grants, revenue/Intergovernmental (88) \$110,370; expenditures/Transfer Out (88) \$110,370. Disaster Relief, revenue/Transfers In (88) \$110,370. Grants, revenue/Intergovernmental (62) \$347,632; revenue/Transfers In (62) \$19,094; expenditures/Police Department (62) \$366,726. MWC Police Department, expenditures/Transfers Out (62) \$19,094.
3. Discussion, consideration, and possible action of Resolution 2025-32 recommending selection of Consor Engineers, LLC, as the engineer responsible for the annual city bridge inspections for compliance with National Bridge Inspection Standards for the term of April 1, 2026, to March 31, 2028.
5. Discussion, consideration, and possible action approving the first amendment to the agreement with H&H Plumbing & Utilities, Inc., to include Change Order No. 1 to provide all necessary services to complete the Northside Utilities Water Project in an increased amount of \$270,035.00.
7. Discussion, consideration, and possible action of approving Resolution 2025-33 for 1) sponsorship of a Transportation Alternatives Program application to construct approximately three quarters (3/4) of a mile of the Palmer Loop trail, and 2) authorizing the City Manager to sign the application.

1. Discussion, consideration, and possible action to approve the meeting minutes for October 28, 2025.

Byrne made a motion to approve minutes as amended, seconded by Bana. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion carried.

4. Discussion, consideration, and possible action of 1) approving and accepting a grant award from the State of Oklahoma, by and through the District Attorneys Council in the amount of \$347,632.00 to continue the MWCPD Crisis Intervention and Response Team and program; and 2) authorization of the Mayor, City Manager, and/or his designee to enter into the necessary contracts and documents to implement all aspects of the grant.

Wipfli addressed the Council. Staff and Council had discussion on the matter. Bana made a motion to approve the action, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion carried.

6. Discussion, consideration, and possible action of approving appointments to the Police Community Advisory Board (PCAB).

Wipfli addressed the council. Council and staff had discussion on the matter. Bana made a motion to approve the appointments, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

DISCUSSION ITEMS.

1. (PC-2220) Public hearing, discussion, consideration, and possible action to consider approval of the Final Plat of Cypress Village, for the property located at 1120 S. Post Road and 10100 SE 10th Street, Midwest City, Oklahoma.

Summers address the council. After Council and Staff discussion, Byrne made a motion to approve with understanding that CO's will be with held until item completed, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

2. Discussion, consideration, and possible action to approve an ordinance amending the Midwest City Municipal Code, Chapter 28 Offenses – Miscellaneous, Article V, Offenses Against Public Peace; by adopting Section 28-86.2, Interfering with a First Responder Engaged in Lawful Performance of Duties; and amending Chapter 1, General Provisions, Section 1-15, Specific Penalty for Violations of Code; and Providing for Repealer and Severability.

Floyd addressed the council. After Council and staff discussion, Byrne made a motion to approve Ordinance 3615, seconded by Maxwell. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

3. Discussion, consideration, and possible action of accepting the 2025 Water Master Plan.

Streets and Lyon addressed Council. Bryce Callies with Garver presented information and answered questions. After discussion, Maxwell made a motion to accept the 2025 Water Master Plan, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 7:14 PM.

ATTEST:

MATTHEW D DUKES II, Mayor

SARA HANCOCK, City Clerk



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
tcromar@midwestcity.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: December 9, 2025

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026. Increase: MWC Police Department Fund, expenditures/Transfers Out (62) \$409,606. MWC Fire Department Fund, expenditures/Transfers Out (64) \$136,536. Technology Fund, revenues/Transfers In (14) \$546,141; expenditures/ Hardware/Software (14) \$546,141. MWC Fire Department, expenditures/Transfers Out (64) \$65,000. Fire Capitalization, revenues/Transfers In (00) \$65,000; expenditures/Equipment (64) \$65,000. Decrease: Park & Recreation Fund, expenditures/Special Events (20) -\$2,778; Reimbursed Projects, expenditures/Street (09) -\$4495; expenditures/Contractual (10) -\$463.

The first four supplements are needed in order to budget for the purchase of New World Upgrade software. The fifth, sixth, and seventh supplements are needed in order to budget for a Fire Station #1 whole station generator. The first decrease is needed to reduce for the unused portion of three special event projects from FY 25. The second decrease is needed to reduce for the unused portion of the completed Adair Active Corridor project. The third decrease is needed to reduce the budget for the spray/neutering animal welfare grant project.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS
December 9, 2025

| Fund MWC POLICE DEPARTMENT (020) | | BUDGET AMENDMENT FORM Fiscal Year 2025-2026 | | | |
|--|------------------------|--|-----------------|-----------------------|-----------------|
| | | Estimated Revenue | | Budget Appropriations | |
| <u>Dept Number</u> | <u>Department Name</u> | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 00 | TRANSFERS OUT | | | 409,606 | |
| | | <u>0</u> | <u>0</u> | <u>409,606</u> | <u>0</u> |
| Explanation: To increase budget for purchase of New World Upgrade software. Funding to come from fund balance. | | | | | |

| Fund MWC FIRE DEPARTMENT (040) | | BUDGET AMENDMENT FORM Fiscal Year 2025-2026 | | | |
|--|------------------------|--|-----------------|-----------------------|-----------------|
| | | Estimated Revenue | | Budget Appropriations | |
| <u>Dept Number</u> | <u>Department Name</u> | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 00 | TRANSFERS OUT | | | 136,536 | |
| | | <u>0</u> | <u>0</u> | <u>136,536</u> | <u>0</u> |
| Explanation: To increase budget for purchase of New World Upgrade software. Funding to come from fund balance. | | | | | |

| Fund TECHNOLOGY FUND (014) | | BUDGET AMENDMENT FORM Fiscal Year 2025-2026 | | | |
|--|------------------------|--|-----------------|-----------------------|-----------------|
| | | Estimated Revenue | | Budget Appropriations | |
| <u>Dept Number</u> | <u>Department Name</u> | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 14 | TRANSFERS IN | 546,141 | | | |
| 14 | HARDWARE/SOFTWARE | | | 546,141 | |
| | | <u>546,141</u> | <u>0</u> | <u>546,141</u> | <u>0</u> |
| Explanation: To increase budget for purchase of New World Upgrade software. Funding to come from fund balance. | | | | | |

| Fund MWC FIRE DEPARTMENT (040) | | BUDGET AMENDMENT FORM Fiscal Year 2025-2026 | | | |
|---|------------------------|--|-----------------|-----------------------|-----------------|
| | | Estimated Revenue | | Budget Appropriations | |
| <u>Dept Number</u> | <u>Department Name</u> | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 64 | TRANSFERS OUT (642612) | | | 65,000 | |
| | | <u>0</u> | <u>0</u> | <u>65,000</u> | <u>0</u> |
| Explanation: To transfer out funds to Fund 041 for purchase of Station #1 Whole Station Generator. Funding to come from fund balance. | | | | | |

| Fund FIRE CAPITALIZATION (041) | | BUDGET AMENDMENT FORM Fiscal Year 2025-2026 | | | |
|---|------------------------|--|-----------------|-----------------------|-----------------|
| | | Estimated Revenue | | Budget Appropriations | |
| <u>Dept Number</u> | <u>Department Name</u> | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 00 | TRANSFERS IN (642612) | 65,000 | | | |
| 64 | EQUIPMENT (642612) | | | 65,000 | |
| | | <u>65,000</u> | <u>0</u> | <u>65,000</u> | <u>0</u> |
| Explanation: To budget for the purchase of Station #1 Whole Station Generator. Funding to be transferred from Fund 040. | | | | | |

DECREASES
December 9, 2025

| Fund PARK & RECREATION (123) | | BUDGET AMENDMENT FORM Fiscal Year 2025-2026 | | | |
|---|-------------------------|--|-----------------|-----------------------|-----------------|
| | | Estimated Revenue | | Budget Appropriations | |
| <u>Dept Number</u> | <u>Department Name</u> | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 20 | SPECIAL EVENTS (202503) | | | | 2,000 |
| 20 | SPECIAL EVENTS (202502) | | | | 776 |
| 20 | SPECIAL EVENTS (202501) | | | | 2 |
| | | <u>0</u> | <u>0</u> | <u>0</u> | <u>2,778</u> |
| Explanation: To decrease the budget for the unused portion of each of these special event projects from FY 2025. Returning funds to fund balance. | | | | | |

| Fund REIMBURSED PROJECTS (016) | | BUDGET AMENDMENT FORM Fiscal Year 2025-2026 | | | |
|---|------------------------|--|-----------------|-----------------------|-----------------|
| | | Estimated Revenue | | Budget Appropriations | |
| <u>Dept Number</u> | <u>Department Name</u> | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 09 | STREET (092308) | | | | 4,495 |
| | | <u>0</u> | <u>0</u> | <u>0</u> | <u>4,495</u> |
| Explanation: To decrease the budget for the unused portion of the completed Adair Active Corridor project. Returning funds to fund balance. | | | | | |

| Fund REIMBURSED PROJECTS (016) | | BUDGET AMENDMENT FORM Fiscal Year 2025-2026 | | | |
|---|------------------------|--|-----------------|-----------------------|-----------------|
| | | Estimated Revenue | | Budget Appropriations | |
| <u>Dept Number</u> | <u>Department Name</u> | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 10 | CONTRACTUAL (102403) | | | | 463 |
| | | <u>0</u> | <u>0</u> | <u>0</u> | <u>463</u> |
| Explanation: To decrease budget due to an encumbrance that carried forward from prior year that was not accounting for when F016 budget was rolled. | | | | | |



Community Development Department
100 N. Midwest Blvd, Midwest City, OK

TO: Honorable Mayor and Council
FROM: Matt Summers, Community Development Director
DATE: December 09, 2025
SUBJECT: Discussion, consideration, and possible action to reappoint Jess Huskey and Charles McDade to the Board of Adjustment for three-year terms to expire December 13, 2028.

The terms of Jess Huskey and Charles McDade are set to expire on December 13, 2025, and they wish to be considered for reappointment. If reappointed, their terms would expire December 13, 2028.

Section 44-101 of Title 11 of Oklahoma State Statutes provides for the appointment of Board of Adjustment Members by the governing body. It requires a five (5) member board, with three (3) year terms, and allows for appointment by local ordinance. Section 6.3.2 (B) of the Zoning Regulations, states the members shall be nominated by the Mayor and confirmed by the City Council. These board members have served the community for many years, and Mr. Huskey is currently the Chair of the Board of Adjustment. Attached are short bios for each of the nominated board members.

Members of the Board of Adjustment serve three-year terms and are as follows.

- Jess Huskey (current term expires: December 13, 2025)
- Charles McDade (current term expires: December 13, 2025)
- Frank Young (current term expires: December 13, 2025)
- Cy Valanejad (current term expires: May 13, 2026)
- Tammy Cook (current term expires: June 13, 2026)

Action is at the discretion of the City Council

Matt Summers, AICP
Community Development Director

Jess Huskey bio

I have been a Midwest City resident all my life. After being born in Oklahoma City (because Midwest City did not have a hospital at that time) I was brought home to my first Midwest City residence on Locust Dr. A few years later we moved to a house on Wonga Dr. At that time Douglas Blvd was a two lane street and Wonga Dr was a dirt road with only 6 -7 houses. I attended Soldier Creek Elementary, Carl Albert Jr High and Carl Albert High School. At the time the Jr High and High School were combined in one building. I lived in Midwest City until I attended college at Oklahoma Baptist University for two years. I developed an interest in Info Technology and attended Oscar Rose Jr College (later renamed to Rose State College) taking classes in their IT program .

I married my wife Mary, making our home in Midwest City. We had one child, Lyndsey who then went on to graduate from Midwest City High School. Lyndsey and her husband Albert remain in Midwest City and have two children. Connor is a third grader at Barnes Elementary and Marlie is a 7th grader at Carl Albert Middle School.

I have been in IT around 45 years. I started out as a computer operator for a company doing bank data processing. I then got a programming job with the Oklahoma County Assessor. I remained a computer programmer the rest of my work life. I have also worked in the auto insurance industry, programming for a car rental company and finishing up my work experience working for a company that had a contract at Tinker AFB.

These days you can find me watching my granddaughter Marlie perform at Carl Albert Middle School POM events or volunteering at fundraising events for her and her team. Additionally, you can find me most Friday mornings at my grandson Connor's school helping the Barnes PTA preparing popcorn for the students.

I have been on the Planning Commission since 2000. I also am also currently serving on the Board of Adjustment and serving on the Parkland Review Commission as the Planning Commission Representative.

Charles McDade
Biographical Data

I moved to Midwest City in 1981. I served as pastor of Soldier Creek Baptist Church for 31 years until retirement in May of 2012. In 1992 I began serving as a volunteer chaplain for Midwest City Fire Department, retiring in 2020. I had the privilege of serving two terms on the MWC Board of Grants. Leaving that position I was asked to serve on the Board of Adjustments and have completed one term for that Board.

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: December 9, 2025

SUBJECT: Discussion, consideration, and possible action of 1) declaring various computer equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary

The following computer equipment and miscellaneous items are obsolete, defective, or have been replaced.

CPU

| Inventory # | Manufacturer | Serial Number | Department |
|--------------------|----------------------------------|----------------------|-------------------|
| 2547 | Dell Precision Tower 3620 | 2J67DV2 | |
| 2662 | Dell OptiPlex 3060 | 3XY4PY2 | |
| 2663 | Dell OptiPlex 3060 | 3XXYNY2 | |
| 2664 | Dell Optiplex 3060 | 3XYZNY2 | |
| 2665 | Dell Optiplex 3060 | 3XY5PY2 | |
| 2666 | Dell Optiplex 3060 | 3XZ0PY2 | |
| 2669 | Dell Optiplex 3060 | 3XYXNY2 | |
| 2938 | Dell Optiplex 3070 | F784Z23 | |
| 2965 | Dell Optiplex 3070 | CHX3F33 | |
| 2966 | Dell Optiplex 3070 | CHW9F33 | |
| 3090 | Dell OptiPlex 3080 | BHHJZB3 | |
| 3111 | Dell Optiplex 3080 | CPHBZC3 | |
| 2406 | iPad Pro 12.9 2nd Gen + Cellular | DLXW55YKHP34 | |

MISCELLANEOUS

| Quantity | Hardware Type | Serial Number | Department |
|-----------------|-------------------------|----------------------|-------------------|
| 1 | HP Laserjet M402 | PHBHF50969 | Court |
| 1 | Sti-Co Triplexer | CA69000238 | |
| 1 | Satellite dish | 103334 | |
| 1 | Oscilloscope | 201-09271 | |
| 1 | Spectrum analyzer | 2427AD2778 | |
| 5 | Box of misc radio parts | | |



Information Technology
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1374
Fax 405.869.8602

| | | | |
|---|----------------------------|------------|--|
| 1 | MEGAPLEX-2104 | 1644006990 | |
| 1 | MEGAPLEX-2104 | 1644006989 | |
| 1 | Box of computer/cable misc | | |



DISCUSSION ITEMS



To: Honorable Mayor and City Council

From: Matt Summers, Community Development Director

Date: December 9, 2025

Subject: (MP-00027) Public hearing, discussion, consideration, and possible action to approve a Minor Plat for the property located at 1015 & 1025 S. Post Road, Midwest City, Oklahoma.

Executive Summary:

The Applicant is requesting approval to plat the subject property into one (1) lot. The subject property currently consists of two (2) unplatted lots.

The proposed plat consolidates the two (2) existing lots into one (1) single lot. This consolidation is intended to facilitate the development of a dog daycare facility.

Staff performed their standard review of the minor plat, and it is consistent with all applicable zoning requirements for the property and all other applicable requirements of the Subdivision Ordinance.



If approved, the lot will be subject to the development regulations of the Simplified Planned Unit Development, with C-3 as the underlying base zoning district. Development will be subject to formal site plan review at the time of building permit submittal.

Both state and local notification requirements have been met. As of the date of this report, staff have not received any public inquiries regarding the application.

At the public hearing before the Planning Commission, there were no comments in support or opposition to this application. The Planning Commission unanimously recommended approval of this item.

Action is at the discretion of the Council.

Dates of Hearing:

Planning Commission- November 4, 2025

City Council- December 9, 2025

Date of Pre-Application Meeting: October 7, 2025

Date of Site Plan Review Team Meeting: October 14, 2025

Council Ward: Ward 2, Pat Byrne

Owner: M&L Property Holdings LLC

Applicant: Austin Moyer & Michayla Moyer (M&L Property Holdings LLC)

Size: Contains an area of 2.00 acres MOL

Zoning Districts:

| | |
|------------------|------|
| Area of Request: | SPUD |
| North: | R-6 |
| South: | SPUD |
| East: | R-6 |
| West: | R-6 |

Land Use:

| | |
|------------------|-------------------------------------|
| Area of Request: | Simplified Planned Unit Development |
| North: | Single-Family Residential |
| South: | Simplified Planned Unit Development |
| East: | Single-Family Residential |
| West: | Single-Family Residential |

Municipal Code Citation:

Sec. 38-20 – Minor Plat

Sec. 38-20.1. Purpose.

The purpose of a minor plat is to provide a limited means for simple land division under certain circumstances, which result in minimal lot creation.

In circumstances where no new interior public or private roads are created to serve the subdivision, then a minor plat may be suitable as an instrument to subdivide one (1) lot into five (5) or fewer lots.

Minor plats are intended to ensure the future growth and development of the entire city by ensuring new development does not hinder the provision of public facilities and services to neighboring and nearby properties.

Sec. 38-20.2. Applicability.

An application for approval of a minor plat may be filed when all of the following circumstances apply. Minor plat circumstances.

- (1) The proposed division results in five (5) or fewer lots;
- (2) All lots in the proposed subdivision front onto an existing public or approved private street and the construction or extension of a street or alley is not required to meet these Subdivision Ordinance requirements;
- (3) All lots meet the zoning ordinance area regulations and standards (minimum frontage, etc.); and
- (4) The plat does not require new interior public or private roads to serve the subdivision.

Sec. 38-20.5. Review and approval process.

- (a) Review action and approval action—Same as final plat. The review and approval processes for a minor plat shall be the same as the review and approval processes for a final plat per section 38-19.

- (b) Minor plat review criteria. The following criteria shall be used to determine whether the application for a minor plat shall be approved, approved with conditions, or denied:
- (1) The minor plat is consistent with all zoning requirements for the property (if applicable), and all other requirements of this Subdivision Ordinance that apply to the minor plat;
 - (2) All lots to be created by the minor plat already are adequately served by improved public street access and by all required city utilities and services and by alleys, if applicable;
 - (3) The ownership, maintenance and allowed uses of all designated easements have been stated on the minor plat; and
 - (4) The plat does not require new interior public or private roads to serve the subdivision.

History:

1. A Warranty Deed was granted to Coastal Oils, Inc., for this property on April 30, 1999.
2. A General Warranty Deed was granted on June 27, 2003.
3. The property was split into Tract A-1 and Tract A-2 by a Joint Tenancy Warranty Deed on August 15, 2008.
4. The property was rezoned from R-6 to SPUD to achieve the 'right-size' requirements for the development in 2025. (PC-2213).

Next Steps:

If Council approves this minor plat, the applicant will need to file the plat with all required signatures with Oklahoma County, then provide the City a copy of the filed plat (digital). After filed copy is received, new construction building permits can be pulled.

Staff Comments-

There are construction requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the applicant in continued community development activities such as extending public sewer and water and making street improvements, for examples. This is a minor plat application and the construction references are provided to make the applicant and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.

Engineering Staff Comments:

Water Supply and Distribution

There's a public water main bordering the proposed area of request. A thirty six (36) inch line extends along the east side of Post Road across the frontage of the east side of the proposed plat. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There's a public sewer main bordering the proposed area of request. An eight (8) inch line extends along the east side of Post Road across the frontage of the east side of the proposed plat. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request exists off of Post Road. Public road and sidewalk improvements are not required as part of this application. Any new building permit will require sidewalk along the full frontage of Post Road.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application. Any new building permit will require a drainage study and detention improvements to the proposed site.

Easements and Right-of-Way

Right of way is not required with this application.

Fire Marshal's Comments:

No comments at this time.

Planning Division:

Staff met with the applicant on October 7, 2025, for a pre-application meeting. On October 14, 2025, a Site Plan Review Team meeting was held, and representatives from the following departments were present: Community Development, and Engineering,

The proposed minor plat seeks to consolidate the subject property from two (2) existing lots into one (1) single lot.

If approved, the one (1) lot shall observe the development regulations outlined in the SPUD, Simplified Planned Unit Development including, but not limited to:

Sec. 38-20.5. Review and approval process.

- (a) Review action and approval action—Same as final plat. The review and approval processes for a minor plat shall be the same as the review and approval processes for a final plat per section 38-19.
- (b) Minor plat review criteria. The following criteria shall be used to determine whether the application for a minor plat shall be approved, approved with conditions, or denied (staff comments in bold):
 - (1) The minor plat is consistent with all zoning requirements for the property (if applicable), and all other requirements of this Subdivision Ordinance that apply to the minor plat;
- The minor plat is consistent with all applicable zoning and subdivision requirements.
 - (2) All lots to be created by the minor plat already are adequately served by improved public street access and by all required city utilities and services and by alleys, if applicable;
- The created lots will be adequately served by utilities after the water line is tied into the public water system and the sewer line is tied into the public sewer system. Refer to the Engineering staff comments.
 - (3) The ownership, maintenance and allowed uses of all designated easements have been stated on the minor plat; and
- The minor plat states all applicable of the above-mentioned.

- (4) The plat does not require new interior public or private roads to serve the subdivision.
- *The plat does not require new interior public or private roads to serve the subdivision.*

The Planning Commission recommended approval of this item based on its compliance with the Subdivision and Zoning Regulations.

Action is at the discretion of the Council.

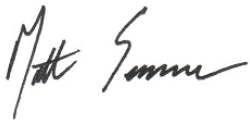
Action Required:

Approve or reject the Minor Plat for the property noted herein, subject to staff comments as found in the December 9, 2025, City Council agenda packet and made part of the MP-27 file.

Suggested Motion:

"To approve the Minor Plat for the property noted herein, subject to staff as found in the December 9, 2025, City Council agenda packet and made part of the MP-27 file."

Please feel free to contact my office at (405) 739-1228 with any questions.

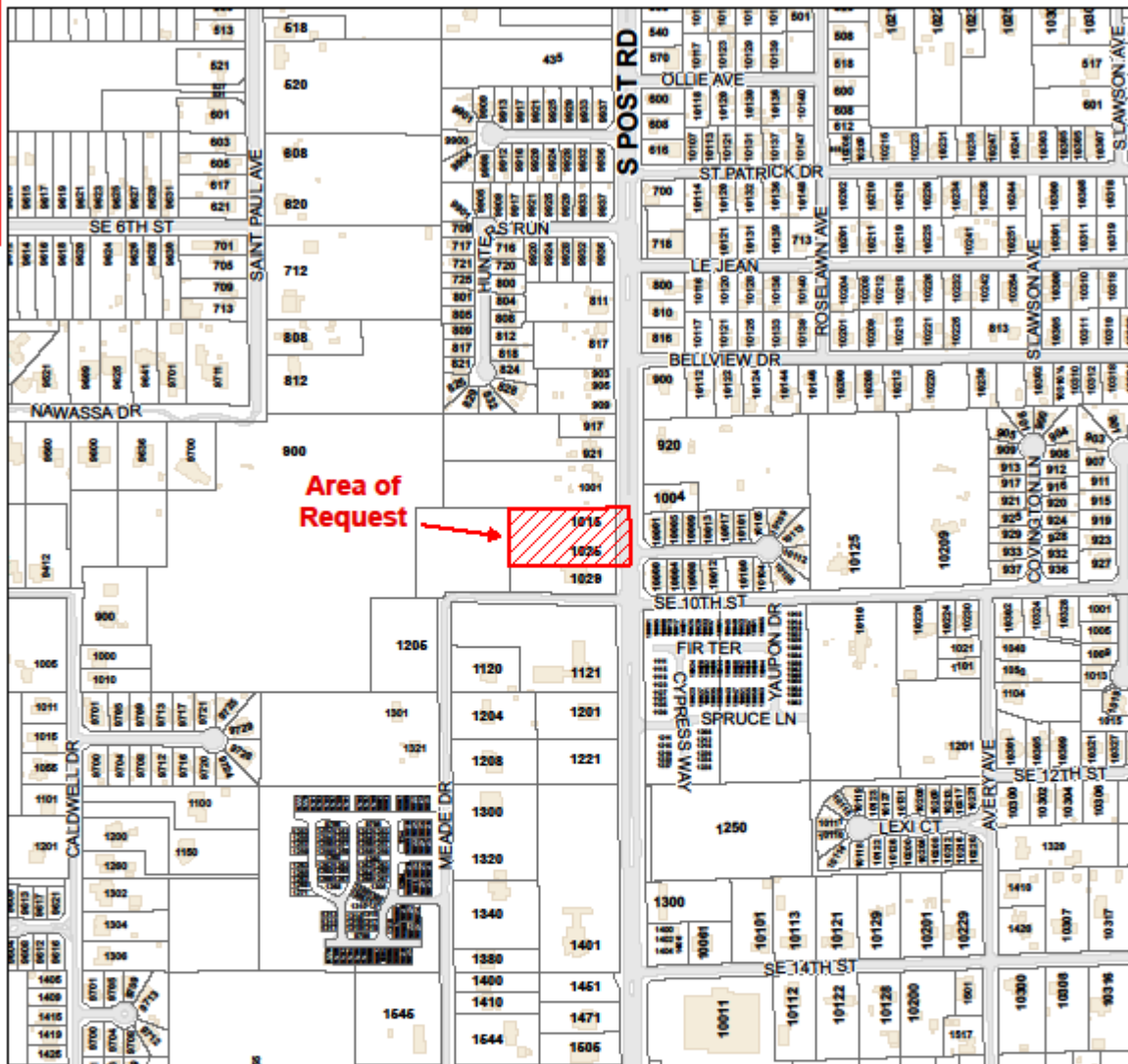
A handwritten signature in black ink, appearing to read "Matt Summers". The signature is stylized with a large "M" and a cursive "Summers".

Matt Summers, AICP

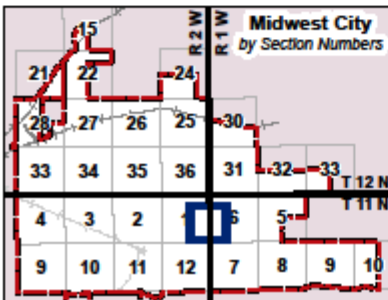
Community Development Director



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Locator Map



Created on October 20, 2025 using ArcPY script -

General Map Legend

- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits
- Railroads**
 - Active
 - Inactive / Closed

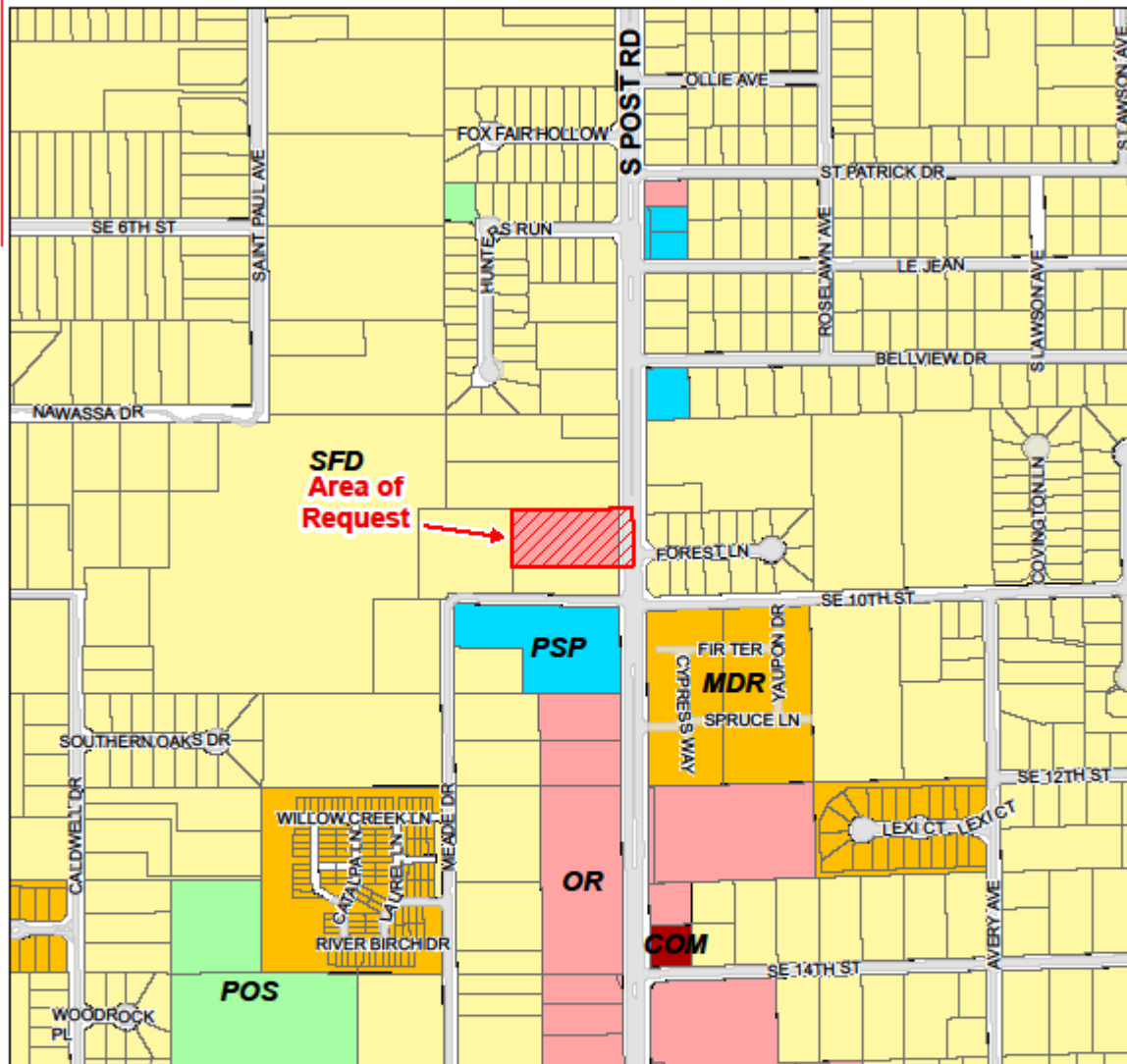
GENERAL MAP FOR MP-00027 (SE/4, Sec. 1, T11N, R2W)

N 0 490 980 Feet
On 8.5" x 11" paper 1 inch equals 500 feet

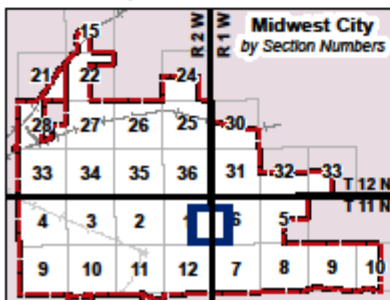
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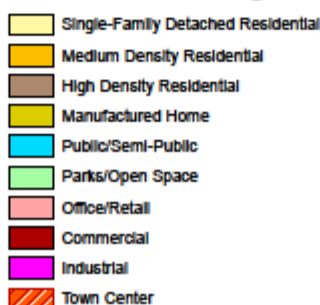


Locator Map

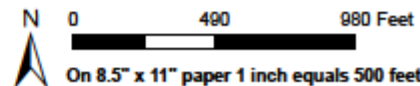


Created on October 20, 2025 using ArcPy script -

Future Land Use Legend



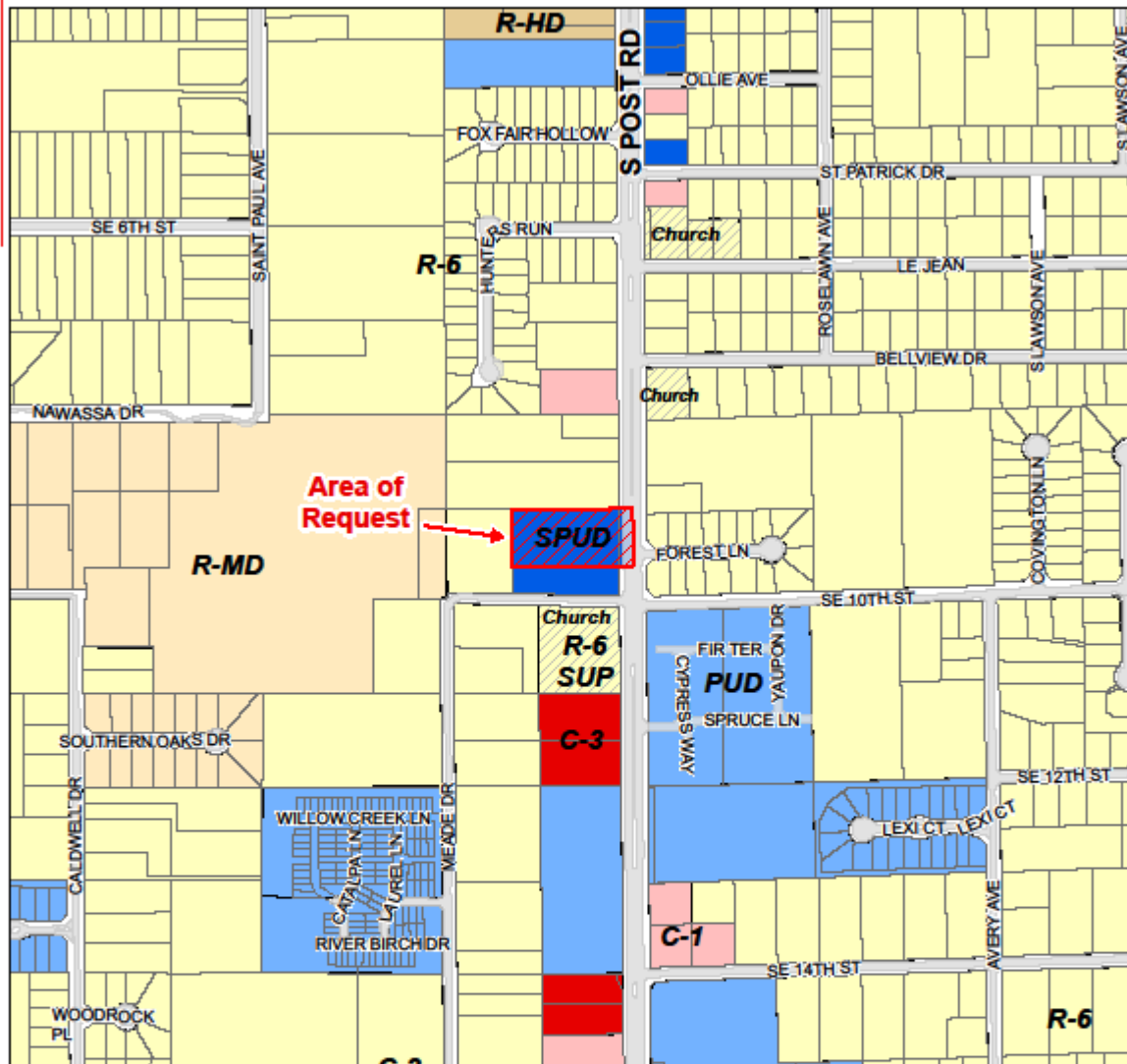
**FUTURE LAND USE MAP
FOR MP-00027
(SE/4, Sec. 1, T11N, R2W)**



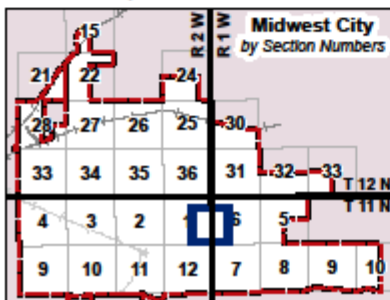
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GIS - Information Technology/ Planning & Zoning



Locator Map



Current Zoning Legend

| | | |
|---------|----------|----------|
| A-1 | O-1 | R-HD |
| A-1 SUP | O-1 SUP | R-HD SUP |
| C-1 | O-2 | R-MH-1 |
| C-1 SUP | O-2 SUP | R-MH-2 |
| C-2 | R-6 | PUD |
| C-3 | R-6 SUP | SPUD |
| C-3 SUP | R-8 | HOS |
| C-4 | R-10 | HOS SUP |
| C-4 SUP | R-22 | |
| I-1 | R-35 | |
| I-2 | R-2F | |
| I-2 SUP | R-MD | |
| I-3 | R-MD SUP | |

ZONING MAP FOR MP-00027 (SE/4, Sec. 1, T11N, R2W)

N 0 490 980 Feet

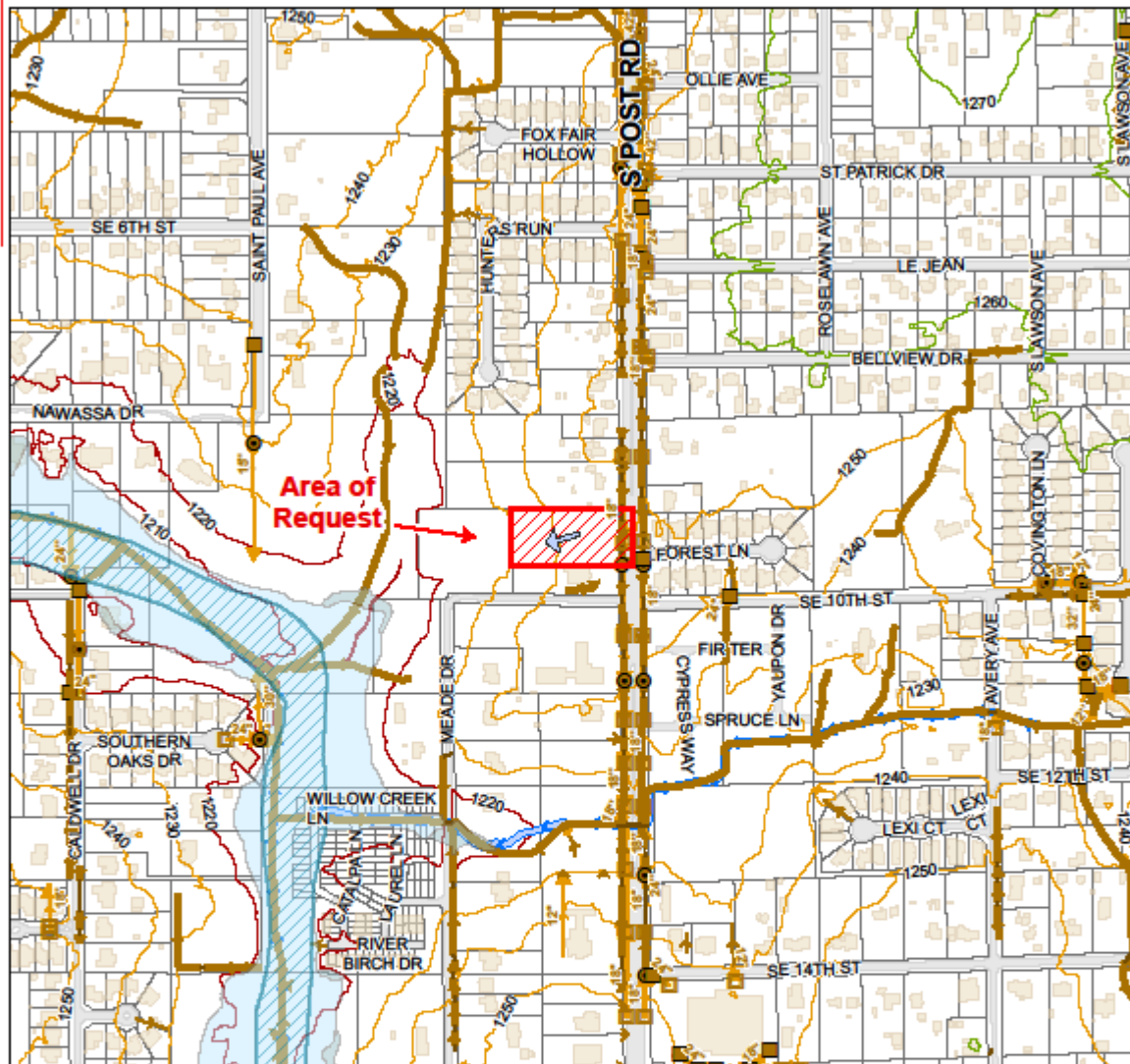


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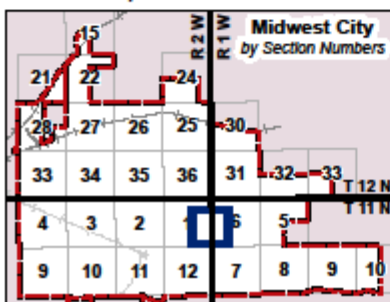
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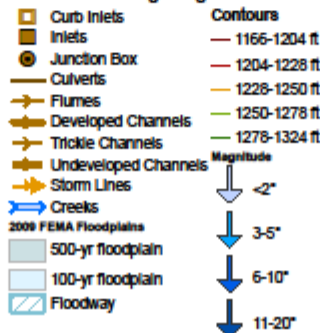
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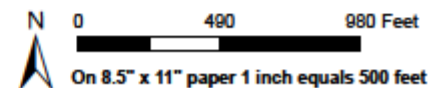
Locator Map



Drainage Legend



DRAINAGE MAP FOR MP-00027 (SE/4, Sec 6, T11N, R1W)

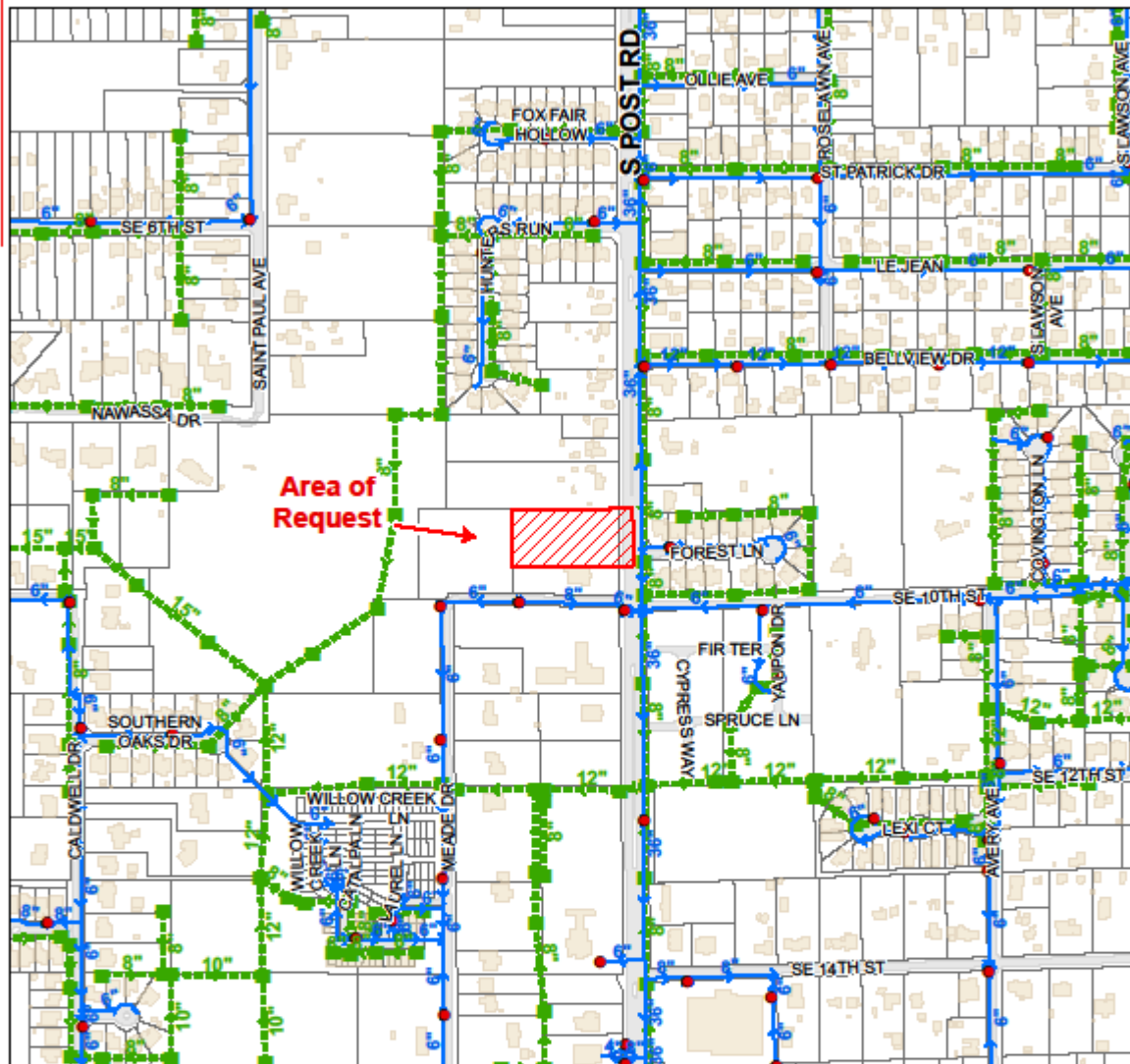


On 8.5" x 11" paper 1 inch equals 500 feet

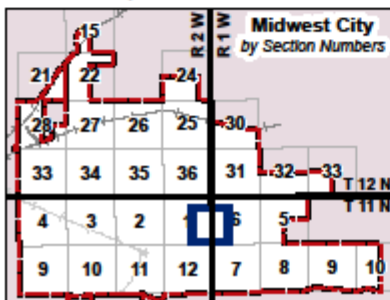
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GIS - Information Technology/ Planning & Zoning



Locator Map



Water/Sewer Legend

- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - OKC Cross Country
 - Sooner Utilities
 - Thunderbird
 - Unknown
- Sewer Manholes
- Sewer Lines

WATER SEWER MAP FOR MP-00027 (SE/4, Sec. 1, T11N, R2W)

N 0 490 980 Feet



On 8.5" x 11" paper 1 inch equals 500 feet

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Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: December 9, 2025

Subject: Discussion, consideration, and possible action on a Resolution relating to the incurring of indebtedness by the Trustees of the Midwest City Municipal Authority in an aggregate principal amount of not to exceed One Million Eight Hundred Eleven Thousand Dollars (\$1,811,000.00) and approving documents as may be necessary.

The Oklahoma Water Resources Board has selected one of several eligible wastewater projects to receive a 100% Principal Forgiveness Loan through the Clean Water State Revolving Fund (CWSRF). The Midwest City Municipal Authority's selected project will be directed toward phase 2 of a study to determine if the Midwest City Water Resources Recovery Facility could be a source of microplastics and recommend treatment process modifications to minimize the discharge of these pollutants to the environment.

The following resolution is required as part of the loan application process. The City of Midwest City, as the owner of the wastewater system and beneficiary of the Midwest City Municipal Authority Trust, must approve any incurring of indebtedness by the Trustees of the Midwest City Municipal Authority.

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, MET IN REGULAR SESSION IN THE CITY COUNCIL CHAMBERS, AT CITY HALL, 100 N MIDWEST BLVD., IN THE CITY OF MIDWEST CITY, OKLAHOMA, ON THE 9TH DAY OF DECEMBER 2025, AT 6:00 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the City of Midwest City, Oklahoma, for the calendar year 2025 having been given in writing to the City Clerk of Midwest City, Oklahoma, and public notice and agenda of this meeting having been posted in prominent view on the doors to City Hall, 100 N Midwest Blvd., Midwest City, Oklahoma, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

THEREUPON, the Resolution was introduced and considered by sections. Upon motion of Councilor _____ seconded by Councilor _____, the Resolution was finally passed with the following vote:

AYE:

NAY: None

THEREUPON, the Resolution was signed by the Mayor, and attested and sealed with the seal of the City by the City Clerk and is as follows:

RESOLUTION # _____

**A RESOLUTION RELATING TO THE INCURRING OF
INDEBTEDNESS BY THE TRUSTEES OF THE MIDWEST CITY
MUNICIPAL AUTHORITY IN AN AGGREGATE PRINCIPAL
AMOUNT OF NOT TO EXCEED ONE MILLION EIGHT
HUNDRED ELEVEN THOUSAND DOLLARS (\$1,811,000.00)
AND APPROVING DOCUMENTS AS MAY BE NECESSARY OR
REQUIRED.**

WHEREAS, the Midwest City Municipal Authority (the "Authority") was created by a Trust Indenture, dated as of July 23, 1968 (the "Trust Indenture") for the use and benefit of the City of Midwest City, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes, Section 176 to 180.3, inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma; and

WHEREAS, the Authority has determined that, in order to provide funds for making necessary improvements to the wastewater system leased to the Authority by the City, it will issue its Clean Water SRF Promissory Note, Series 2025 (the "Note"), in the aggregate principal amount of not to exceed \$1,811,000.00.

WHEREAS, the Authority has engaged Hilborne & Weidman, a professional corporation, Tulsa, Oklahoma, as Bond Counsel (the "Bond Counsel") and the Baker Group LP, as financial advisors (the "Financial Advisor") in connection with the issuance of the Note.

BE IT RESOLVED BY THE CITY OF MIDWEST CITY, OKLAHOMA:

Section 1. The incurring of indebtedness by the Trustees of the Midwest City Municipal Authority in the aggregate principal amount of not to exceed \$1,811,000.00 to be evidenced by the Note of the Authority is hereby approved by the City Council of the Midwest City, Oklahoma, the governing body of said City.

Section 2. It is hereby acknowledged that the Mayor shall execute and deliver in the name and on behalf of the City all documents, closing papers, certificates and such other documents as are necessary to accomplish the transactions contemplated thereby.

Section 3. The signatures of the officers of the City appearing on agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval thereof and of their authority to execute and deliver such agreements and documents on behalf of the City.

Section 4. The Mayor and City Clerk of the City be, and they hereby are, authorized and empowered for and on behalf of the City, to execute and deliver such further agreements and documents and take such action as such officer or officers may deem necessary or desirable in order to accomplish the issuance of the Note.

Section 5. By reason of the urgent need to provide permanent funding for certain public improvements, facilities and services relating to the sewer treatment collection and disposal system leased to the Authority by the City, and for the furtherance and preservation of the public peace, health, safety and welfare of the City and the inhabitants thereof, an emergency is declared to exist for reason whereof this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 9th day of December, 2025.

Mayor

(Seal)

ATTEST:

City Clerk

APPROVED:

City Attorney

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

I, the undersigned, the duly qualified and acting City Clerk of the City of Midwest City, Oklahoma, do hereby certify that attached hereto is a true and complete copy of the schedule of regularly scheduled meetings of the City Council of Midwest City, Oklahoma, for the calendar year 2025 as filed in my office.

I further certify that a true and correct copy of the Public Notice attached hereto was posted in prominent public view on the doors to City Hall, 100 N Midwest Blvd., Midwest City, Oklahoma, twenty-four (24) hours prior to said meeting, excluding Saturdays, Sundays and legal holidays.

WITNESS my hand and seal this 9th day of December, 2025.

City Clerk

(SEAL)



Economic Development

100 N. Midwest Boulevard
Midwest City, OK 73110
rcoleman@midwestcityok.org
www.midwestcityok.org
Office: (405) 739- 1200

MEMORANDUM

To: Honorable Mayor Dukes and City Council

From: Robert Coleman, Director of Economic Development

Date: December 9, 2025

Subject: Discussion, consideration and possible action to approve a resolution and to approve the “Red Plains Sports Complex Economic Development Assistance Agreement,” among the City of Midwest City, the Midwest City Economic Development Authority, the Midwest City Utilities Authority, and Stingray Volleyball Academy LLC for the development of a Part of Lot 4, Soldier Creek Industrial Park.

Coach Toriano Lands, Stingray Volleyball Academy LLC, proposes building the Red Plains Sports Complex (“RPSC”), a state-of-the-art indoor/outdoor competitive sports complex at 2900 Soldier Street (a/k/a the northern +/- 490 feet of Lot 4, Soldier Creek Industrial Park). When completed, RPSC will feature a multi-purpose indoor facility with approximately 26,760 ft.² of enclosed space; enough floor area for five (5) courts capable of accommodating basketball, gymnastics, pickleball, table tennis, volleyball, wrestling and other sports and special events. It will have locker rooms and restrooms for men and women in addition to a snack bar, a small dining area and administrative offices. It will be equipped with state-of-the-art technology to enhance the players' experience, which will include video analysis tools, electronic scoreboards, and live streaming capabilities.

RPSC will also have three outdoor sand volleyball courts and pickleball courts that will be covered and illuminated. Also proposed are three non-illuminated open sand volleyball courts and three natural turf fields. The turf fields will allow for a variety of sports with a special focus on flag football. In addition to providing local salaries totaling over \$400,000, RPSC will be the only facility of its kind in the East Metro, which will give Coach/Owner Toriano Lands the opportunity to host a variety of tournaments that will lure visitors in from around the state and beyond its borders.

There is an estimated \$5 million total cost for the improvements described above. To help offset this investment, Coach Lands is seeking a contribution of the property, the possibility of \$100,000 in reimbursements if any public utilities must be extended, and the ability to have some street parking within the Soldier Creek Industrial Park during tournaments. He feels this is the only way the project can be financed and be prohibitable.

Although the Communications & Marketing Department will undoubtedly work with RPSC to coordinate

lodging for tournaments and other special events, the City and its Authorities will have no further responsibilities to Stingray Volleyball Academy LLC and its Red Plains Sports Complex beyond the Real Estate and Economic Development Assistance Agreements.

The Agreement for Purchase & Sale of Real Estate (Part of SCIP Lot 4) was approved by the Utilities Authority on November 13, 2025.

Please contact my office (405/739-1218) with any questions.

Respectfully,

A handwritten signature in cursive script, appearing to read "R. Coleman", written in black ink.

Robert Coleman
Director of Economic Development

Attachments

1. Resolution
2. Proposed Red Plains Sports Complex Economic Development Assistance Agreement

CITY OF MIDWEST CITY
RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY OF MIDWEST CITY APPROVING THAT CERTAIN “ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT,” BY AND BETWEEN THE CITY OF MIDWEST CITY, THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY, THE MIDWEST CITY UTILITIES AUTHORITY, STINGRAY VOLLEYBALL ACADEMY LLC, (THE “ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT”); AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF THE ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, Stingray Volleyball Academy LLC, an Oklahoma Limited Liability Company (hereinafter “Stingray”) intends to operate a ± 26,760 square foot indoor sports facility along with three covered outdoor pickleball courts, three covered outdoor volleyball courts, three unprotected outdoor volleyball courts and three natural turf athletic fields; and to create a minimum of 3 new jobs having an average annualized wage equal to or greater than the average annualized wage required for participation in the Quality Jobs Program for jobs located in Oklahoma County in addition to numerous part-time and contract positions with total a total annual payroll at over \$400,000 (hereinafter the “RPSC Project”); and

WHEREAS, as additional consideration for Stingray’s agreement to undertake the RPSC Project, the City of Midwest City, the Midwest City Economic Development Authority and the Midwest City Utilities Authority, Oklahoma public trusts (collectively referred to hereinafter as the “City”), have agreed to provide limited economic development assistance to Stingray in connection with the RPSC Project, pursuant to the terms and conditions of that certain this “Economic Development Assistance Agreement”, dated as of December 9, 2025, by and between the City and Stingray; and

WHEREAS, the Midwest City Council and the Trustees of the Trusts have determined that it is in the best interest of the residents of Midwest City, Oklahoma, that the Economic Development Assistance Agreement be approved.

NOW, THEREFORE, BUT IT RESOLVED BY THE MAYOR OF THE CITY OF MIDWEST CITY, AND CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY AND THE MIDWEST CITY UTILITIES AUTHORITY, AS FOLLOWS:

SECTION 1. Approving the Terms and Conditions of the Development Assistance Agreement. The City Council of the City of Midwest City and the Trustees of the Midwest City Economic Development Authority and the Midwest City Utilities Authority hereby approve that certain “Economic Development Assistance Agreement”, dated as of December 9, 2025, by and between the Trusts and Stingray (“the Economic Development Assistance Agreement”), in substantially the form submitted at this meeting, with such changes as made be hereafter approved by the Chairman of both Trusts.

SECTION 2. Authorizing and Directing Execution and Delivery of the Economic Development Assistance Agreement and All Related Instruments. The Mayor/Chairman and the City Clerk/Secretary are hereby authorized and directed to execute and deliver the Economic Development Assistance Agreement and such other instruments as may be necessary or appropriate in order to effectuate the execution and delivery of the Economic Development Assistance Agreement.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Economic Development

Authority and the Midwest City Utilities Authority this _____ day of _____, 20____.

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Matthew D. Dukes II, Chairman

MIDWEST CITY UTILITES AUTHORITY

Matthew D. Dukes II, Chairman

{SEAL}

ATTEST:

Sara Hancock, Secretary/City Clerk

APPROVED as to form and legality this _____ day of _____, 20____.

Don Maisch, City Attorney

RED PLAINS SPORTS COMPLEX PROEJCT

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

By and Among The

CITY OF MIDWEST CITY, OKLAHOMA

The

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY,

The

MIDWEST CITY UTILITIES AUTHORITY

And

STINGRAY VOLLEYBALL ACADEMY, LLC

Dated as of November 3, 2025

RED PLAINS SPORTS COMPLEX PROJECT

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RED PLAINS SPORTS COMPLEX PROJECT

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

THIS ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, dated as of November 18, 2025 (hereinafter, the “Development Assistance Agreement”), is made and entered into by and among the City of Midwest City, Oklahoma, an Oklahoma municipal corporation (hereinafter, the “City”)-the Midwest City Economic Development Authority, an Oklahoma public trust (hereinafter, the “EDA”), the Midwest City Utilities Authority, an Oklahoma public trust, (hereinafter, the “Utilities Authority”); and Stingray Volleyball Academy, an Oklahoma limited liability corporation or its assigns, (hereinafter, the “Company”).

WITNESSETH:

WHEREAS, the Company intends to develop, construct, equip and operate modern indoor and outdoor sports facilities (hereinafter, the “Facilities”) and desires to locate the activities of such facilities within the Soldier Creek Industrial Park on that certain real property described on Appendix “1” hereto (hereinafter, the “Project Site”), and to operate such facilities to serve commercial customers across the United States; and

WHEREAS, the Company expects to create the Facilities to attract visitors from around Oklahoma that will provide at least 3 full-time jobs at the Facilities, with salaries and benefits equal to or higher than the current average now obtained within Oklahoma County as well as over 50 hourly and contract support positions at an average wage of \$15 per hour or more, for a total annual payroll estimated at over \$400,000; and

WHEREAS, the parties wish to set forth the terms under which the EDA has agreed to provide development financing assistance and other incentives hereinafter set forth.

IN CONSIDERATION of the mutual covenants and agreements contained herein, the City, the EDA, the Utilities Authority and the Company hereby agree as follows:

ARTICLE I

PURPOSE OF AGREEMENT

SECTION 1.01 Purpose of Agreement.

A. Subject to the terms and conditions hereinafter provided, the Company hereby agrees:

1. To acquire the Project Site on the terms and conditions set forth in that certain Agreement for Purchase and Sale of Real Estate, dated as of November 18, 2025, by and between the Midwest City Utilities Authority and the Company (hereinafter, the “Real Estate Agreement”); and
2. To cause the design, construction, installation and equipping and completion of first-quality, modern indoor and outdoor City code compliant sports facilities on the Property with construction costs estimated at \$5,011,501.00 to construct the following improvements which are conceptually illustrated as Appendix “1”:
 - a. A building with at least twenty-five thousand, seven hundred and sixty (25,760) square feet (ft.²) of enclosed, conditioned space with the following attributes:
 - i. A minimum of five (5) indoor sports courts capable of facilitating basketball, gymnastics, pickleball, volleyball, wrestling and other special events.

- ii. Men's and women's locker rooms.
 - iii. A Snack bar with a small dining area.
 - iv. Administrative offices.
- b. At minimum, outdoor improvements shall include:
 - i. Three (3) illuminated, covered regulation-size sand volleyball courts.
 - ii. Three (3) illuminated open regulation-size sand volleyball courts.
 - iii. Three (3) non-illuminated grass athletic fields capable of hosting flag football, soccer and other outdoor sports.
 - iv. A minimum of One hundred fifty-five (155) paved, hard-surface parking places.

(All such improvements described in subsections (a) and (b) above are hereinafter referred to collectively as the "Facilities.")

- 3. To operate and manage the Facilities for the period and in the manner set forth herein; and
- 4. To create and maintain the employment of the workforce with a minimum of five (5) Full-Time Equivalent Jobs at or above the Oklahoma City metro average wage and to have paid at least \$400,000 in total wages and benefits for hourly, salaried and/or contract labor for any twelve (12) month period commencing on or before February 1, 2028 during the term of this Development Assistance Agreement. (For all purposes of this agreement, "Full-Time Equivalent Jobs" shall mean that number of employees employed and working within the Facilities, or facilities located in Midwest City, Oklahoma, and operated by the Company in connection with the Facilities, during a given twelve (12) month period determined by dividing the total number of hours during such period worked by all employees of the Company within such facilities by 2080. In addition, in the first year of operations the Company commits to spending a minimum of \$400,000 in total payroll, which will include over 50 part-time and contract laborers in support of the facilities at an average wage rate of at least \$15 per hour.

(The undertaking of the foregoing by the Company may be hereinafter referred to as the "Project".)

B. Subject to the terms hereinafter set forth, the EDA and the Utilities Authority hereby agree to provide development assistance and other incentives for the Project as hereinafter set forth.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Status of the Company. The Company represents that it is a corporation duly organized and existing under the laws of the State of Oklahoma. The Company is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of incorporation, bylaws or any other agreement governing the Company, or any law of the State of Oklahoma affecting Company's ability to perform under this Development Assistance Agreement.

SECTION 2.02 Inducement to the Company. The Company's ability to accomplish the Project with development assistance from the EDA has induced the Company to proceed with the Project and the Company hereby covenants to complete the same and continue to maintain and operate the Project for the term of this Development Assistance Agreement.

SECTION 2.03 Full Power and Authority. The Company represents that it has the full power and authority to execute this Development Assistance Agreement and this Development Assistance Agreement shall constitute a legal, valid and binding obligation of the Company in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Development Assistance Agreement by the Company or the consummation of the transactions contemplated hereby.

SECTION 2.04 No Breach. The Company represents that the execution and delivery of this Development Assistance Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Development Assistance Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its articles of incorporation, by-laws or any other agreement governing such Company or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Company is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

SECTION 2.05 Litigation. There is not currently pending any action, suit, proceeding or investigation, nor, to the knowledge of the undersigned representative of the Company, is any such action threatened which, if adversely determined, would materially adversely affect the Company or the Project, or impair the ability of the Company to carry on its business substantially as now conducted or result in any substantial liability not adequately covered by insurance.

SECTION 2.06 Conflicts of Interest. The Company warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City of Midwest City, OK (hereinafter "City") or any entity thereof, money or other consideration for obtaining this Development Assistance Agreement. The Company further represents that, to its best knowledge and belief, no officer, employee or agent of the City or any entity thereof, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Development Assistance Agreement.

SECTION 2.07 Financial Representations. Financial statements of the Company heretofore delivered to the EDA and the Utilities Authority are true and correct in all material respects and fully and accurately present the financial condition of the Company on the respective dates thereof. There has been no material adverse change in the financial condition of the Company since the date of the latest statement furnished.

SECTION 2.08 Disclosures. Neither this Development Assistance Agreement nor any statement or document referred to herein or delivered by the Company pursuant to this Development Assistance Agreement contains any untrue statement or omits to state a material fact necessary to make the statements made herein or therein not misleading.

SECTION 2.09 Status of the Authorities. The EDA and the Utilities Authority are duly organized and validly existing public trusts under the laws of the State of Oklahoma and as such, are duly constituted authority of the City and an agency of the State of Oklahoma.

SECTION 2.10 Authorization of the Authorities.

The EDA and the Utilities Authority are fully empowered to enter into this Development Assistance Agreement and to perform the transactions contemplated thereby and generally to carry out their obligations hereunder and thereunder. Both the EDA and the Utilities Authority have duly authorized its Chairmen, or in his absence, its Vice-Chairmen, to execute and deliver this Development Assistance Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of the EDA and the Utilities Authority.

SECTION 2.11 Availability of Utility Services. The parties hereto agree that all traditional utility services are currently available to the Project Site, including water, storm and sanitary sewer facilities, electric, gas, and telephone services. The parties agree to cooperate in upgrading such of the utilities as may be required for the Project.

SECTION 2.12 No Default. The performance by the EDA and the Utilities Authority under this Development Assistance Agreement will not violate any provision or constitute a default under any indenture, agreement or instrument to which either entity is currently bound or by which it is affected.

SECTION 2.13 No Further Approvals. As of the date of execution hereof, all requisite governmental action for the execution and delivery of the Real Estate Agreement; and this Development Assistance Agreement has occurred and no further consent, approval or other authorization by any court, administrative agency or governmental authority is required in connection with the execution and delivery of or performance under this Development Assistance Agreement by the authorities or the execution of or performance under any of the other instruments referred to in this Development Assistance Agreement, except as otherwise specifically provided in this agreement.

SECTION 2.14 No Litigation. There is no action, suit, proceeding or inquiry at law or in equity pending or, to the knowledge of the undersigned officer of the EDA, threatened, affecting either entity wherein any unfavorable decision, ruling or finding would materially adversely affect such entity's ability to perform under this Development Assistance Agreement or under any other instrument pertinent to the transaction contemplated herein to which such entity is a party.

SECTION 2.15 Survival of Representation and Warranties. All representations and warranties made by the Company, the EDA and the Utilities Authority herein shall survive the delivery of this Development Assistance Agreement and the other instruments described herein for a period.

ARTICLE III

ACQUISITION OF THE PROJECT SITE, DEVELOPMENT AND CONSTRUCTION OF THE FACILITIES

SECTION 3.01 Scope of Development. The Project Site shall be developed within the general requirements established by the zoning and building codes of the City (hereinafter, the "Code") and related laws of the State of Oklahoma governing municipal planning, zoning and subdivision applicable to the Project Site. The Company shall be responsible for the construction, renovation, improvement, equipping, repair and installation, of all public and private improvements in conformance with such requirements, except as may otherwise be provided for herein.

SECTION 3.02 Conceptual Drawings, Operations Plan. Within two (2) weeks of the execution of this Agreement, the Company shall submit Conceptual Drawings adequately describing the improvements to be constructed, renovated, equipped, repaired and installed on the Project Site. Plans must detail the proposed height, width, area of each structure and the materials being used for exterior veneer. Plans must also include a complete site plan that illustrates parking, sidewalks, landscaping, stormwater detention, etc. In addition, the Company shall submit a basic Operations Plan explaining how the facility will operate (visitors, attendees, hours of operations, outlining potential special events, etc.) to provide enough information to clarify all proposed uses. Such information will be used as the basis to determine the City Zoning Classification of the Facilities in order to amend the Zoning Map as necessary. No substantial changes shall hereafter be made in the Conceptional Plans unless mutually agreed upon, in writing, by the Company and the EDA.

SECTION 3.03 Construction Documents and Related Documents. On or before the start dates specified in Section 3.07 hereof, the Company shall prepare and submit Code compliant construction documents, specifications and related documents as application for a building permit to construct the Facilities (hereinafter, the “Construction Plans”) to the City for its review pursuant to the Code. Thereafter, if the Company desires to make any substantial or significant changes in the Construction Documents, the Company shall submit the proposed changes to the City for its approval. The Company and its agents shall communicate and consult as frequently with the City as is necessary to ensure that any modifications to the Construction Documents receive prompt and speedy consideration by the City. If any material revisions or corrections of Construction Documents shall be required by the City or any other government official, agency, department or bureau having jurisdiction or any lending institution involved in financing, the Company and the EDA and Utilities Authority shall cooperate in efforts to develop a mutually acceptable alternative.

SECTION 3.04 Construction of Improvements. The Company agrees that all construction, renovation, improvement, equipping, repair and installation in and to the Facilities shall be done in accordance with the building, safety and zoning codes of the City, and the Construction Documents as originally approved by the City, or as amended with the approval of the City.

SECTION 3.05 City and Other Governmental Permits. Before commencement of construction, development or work on or in connection with any buildings, structures or other improvements to the Facilities, the Company shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The EDA and the Utilities Authority shall cooperate with and provide all usual assistance to the Company in securing these permits and approvals, and the City shall diligently process, review and consider all such permits and approvals as may be required by law.

SECTION 3.06 Cost of Construction, Proof of Funding. Within 120 days of the Effective Date of the Agreements, the Company shall submit an estimated budget of construction costs. All costs of the Project shall be borne by the Company, or third-parties under contract to the Company to pay such costs.

SECTION 3.07 Development Schedule. This following schedule will serve as a general management tool to forecast resource requirements, and to monitor overall project planning and execution. This schedule may be modified as necessary by the Company, provided that any extension of time in the completion schedule shall require approval of the EDA and the Utilities Authority, which shall not be unreasonably withheld. This schedule is as follows:

- (i) That not later than ninety (90) days following the execution of the Real Estate Agreement, the Company shall submit detailed, Code compliant construction documents signed and sealed by Oklahoma design professionals where required, and an application for a building permit for the Facilities; and
- (ii) That not later than thirty (30) days following the City’s approval of construction documents and issuance of a building permit, the Company shall begin, and promptly thereafter diligently prosecute to completion, the construction, renovation, improvement, equipping, repair and installation of the Facilities, with such work in any case being completed leading to a City Certificate of Occupancy within twelve (12) months of the issuance of the building permit; and
- (iii) On or before February 1, 2027, the Company shall have hired a minimum of five (5) full-time employees at wages above the average pay in the Oklahoma City metro and to have paid at least \$400,000 in total wages and benefits for hourly, salaried and/or contract labor during the preceding twelve (12) month period commencing February 1, 2028 and continuing during any period for which this Development Assistance Agreement is outstanding;

If it appears that any of the above-described phases of the Facilities cannot be completed within the period of time set forth in this section, the Company shall promptly report to the EDA and Utilities Authority that if the Facilities will not be completed within the time provided for herein, and within thirty (30) days thereafter, the Company shall provide an updated schedule regarding the time required for the completion of such Facilities. All revisions to the original construction schedule or any revision or amendment thereto shall be subject to approval by the EDA and the Utilities Authority, which approval shall not be unreasonably withheld.

SECTION 3.08 Rights of Access. For the purpose of ensuring compliance with this Development Assistance Agreement, representatives of the EDA, Utilities Authority and the City shall have the right of access to the Project Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Development Assistance Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with applicable safety rules. Said right of access shall be subject to reasonable notice and consent of the Company, which consent shall not be unreasonably withheld. Except in the case of an emergency, prior to any such access, representatives of the EDA, the Utilities Authority or the City will check in with the on-site manager. All such representatives of the EDA, the Utilities Authority or the City must carry proper identification and shall ensure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The EDA, the Utilities Authority and the City agree to cooperate with the Company in facilitating access by the Company to the Project Site for construction purposes, provided that the EDA, the Utilities Authority or the City shall not incur any financial obligations therefore.

SECTION 3.09 Indemnification of the Authorities. The Company shall defend, indemnify, assume all responsibility for, and hold the EDA, and its respective elected and appointed officers and employees and agents, harmless from, all costs (including attorney's fees and costs); claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of the EDA or its officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of the Company's activities under this Development Assistance Agreement, whether such activities or performance thereof be by the Company or anyone directly or indirectly contracted with or employed by the Company and whether such damage shall accrue or be discovered before or after termination of this Development Assistance Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq. of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Company owns or has control of real property pursuant to any of Company's activities under this Development Assistance Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the EDA from liability.

SECTION 3.10 Liability Insurance.

A. In addition to the indemnification of the EDA, the Utilities Authority and the City as required in Section 3.10 hereof, the Company shall take out and maintain during the period set forth in subsection (D) of this Section, a comprehensive general liability policy covering the Facilities in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate with respect to bodily injury and property damage, including contractual liability, and for any occurrence, and One Hundred Thousand Dollars (\$100,000) with respect to damage to property. The Company will name the EDA, the Utilities Authority and the City as an "Additional Insured" and include endorsements to the effect that the insurer agrees to notify the EDA, the Utilities Authority and the City not less than thirty (30) days in advance of any modification or cancellation thereof.

B. The Company shall furnish a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the

EDA, the Utilities Authority and the City as an additional insured under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the EDA, the Utilities Authority and the City by certified mail of any modification, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Company shall be primary insurance and not contributing with any insurance maintained by the EDA, the Utilities Authority and the City, and the policy shall contain such an endorsement. The required certificate shall be filed with the Authority at the time of execution of this Development Assistance Agreement.

C. The Company shall also furnish or cause to be furnished to the EDA, the Utilities Authority and the City, evidence satisfactory to both that any contractor with whom it has contracted for the performance of work on the Project Site or otherwise pursuant to this Development Assistance Agreement carries workers compensation insurance as required by law at the time of execution of the Agreement.

D. The insurance obligations set forth in this Section shall remain in effect until performance of the obligations in Section 1.01A of this Development Assistance Agreement.

SECTION 3.11 Local, State and Federal Laws. The Company shall carry out the provisions of this Development Assistance Agreement in conformity with all applicable local, state and federal laws and regulations.

SECTION 3.12 Antidiscrimination During Construction. The Company, for itself, its successors and assigns, and any contractor with whom Company has contracted for the performance of work on the Project Site, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Development Assistance Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

SECTION 3.13 Taxes, Assessments, Encumbrances and Liens. The Company shall pay when due all real estate taxes and assessments on the Project Site. During the period of this agreement, the Company shall not place or allow to be placed on the Project Site or any part thereof any uncontested mechanic's lien, any mortgage, trust deed, encumbrance or lien other than as expressly allowed by this Development Assistance Agreement. Nothing herein contained shall be deemed to prohibit the Company from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Company in respect thereto.

SECTION 3.14 Prohibition Against Transfer of the Project Site or Structures Therein and Assignment of Agreement. Except as otherwise permitted in this Development Assistance Agreement; the Company shall not make any total or partial sale, transfer, conveyance, assignment or lease of the Facilities without the prior written consent of the EDA, the Utilities Authority and the City, which consent shall not be unreasonably withheld; provided, however, that the foregoing restrictions on assignment, transfer and conveyance shall not apply to: (a) any mortgage lien or security interest granted to secure indebtedness to any construction or permanent lender, and (b) the leasing or subleasing of portions of the Facilities to such third-parties as it may deem advisable, in its sole discretion.

SECTION 3.15 Reports By the Company; Sales and Use Tax Collections.

A. The Company shall establish and maintain records and reports for all costs associated with the Project. Such records shall be made available for review or audit at the offices of the Company upon written request by the EDA at a reasonable time after such request.

ARTICLE IV

LOCAL JOBS, CREDITS AND OTHER DEVELOPMENT INCENTIVES

SECTION 4.01 Development Finance Assistance; Proof of Performance. The Utilities Authority agrees to rebate the cost of the land purchase, less all Closing costs, upon completion of the Facilities and after the Company has received a permanent City Certificate of Occupancy and has opened it to the public.

SECTION 4.02 Additional Public Improvements. The EDA and/or the City agree to reimburse costs related to any public utility extensions or alterations necessary to supply the facility with adequate utilities. Such reimbursements are limited To the following:

- (i) For the purpose of this section, “utilities” shall mean those electric, natural gas, sanitary sewer, telecommunications and water improvements lying within a public right-of-way or easement.
- (ii) Only extensions to the meter or service line are reimbursable,
- (iii) The Company must present a minimum of three (3) quotes for the work from properly licensed contractors, and the best quote shall be used, which shall be reviewed by the EDA prior to the work being contracted by the Company; and
- (iv) Reimbursements shall be limited to an aggregate total not to exceed \$99,999

SECTION 4.03 Special Event Parking. At its discretion, the City agrees to allow street parking in certain areas of the east (northbound) side of Soldier Drive and the south (eastbound) side of NE 20th Street so long as the adjacent lots remain undeveloped and such parking does not impede driveways, railway or emergency vehicle access. The City also agrees to install “No Parking” signs to discourage parking in restricted areas. It is the Company’s responsibility to provide onsite parking for normal operations with street parking only used for tournaments and other special events.

ARTICLE V

USE OF THE PROJECT SITE

SECTION 5.01 Covenant for Non-Discrimination. The Company covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall the Company itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project Site. The covenant established in this section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the EDA, the Utilities Authority and the City, their successors and assigns and any successor in interest to the Project Site or any part thereof. The covenants contained in this section shall remain for the term of this Development Assistance Agreement.

SECTION 5.02 Maintenance Covenants. The Company, and all successors and assigns-in-interest to the Company, shall be obligated to maintain the Facilities, and all improvements and landscaping situated on the Project Site, in a clean and neat condition and in a continuous state of good repair in accordance with the Code.

SECTION 5.03 Effect of Violation of the Terms and Provisions of this Development Assistance Agreement After Completion of Construction; No Partnership. The EDA, the Utilities Authority and the City are deemed the beneficiaries of the terms and provisions of this Development Assistance Agreement, for and in their own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Development Assistance Agreement and the covenants running with the land have been provided. This Development Assistance Agreement shall run in favor of the EDA, the Utilities Authority and the City, without regard to whether the EDA, the Utilities Authority and the City have been, remains or is an owner of any land or interest therein in the Project Site. The EDA, the Utilities Authority and the City shall have the right, if this agreement or covenants contained herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Development Assistance Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Company and the EDA, the Utilities Authority and the City.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Development Assistance Agreement:

- (i) Default in payment when due of any amount payable to any party hereto under the terms of this Development Assistance Agreement;
- (ii) Material variance from the approved Construction Plans without prior written consent of the EDA, the Utilities Authority and the City with regard to any of the materials, machinery or equipment acquired in connection with the Project or the appurtenances thereto, or any other material variance from Construction Plans;
- (iii) Default by the Company in the performance or observance of any other covenant contained in this Development Assistance Agreement, or any other instrument executed pursuant to this Development Assistance Agreement, or under the terms of any other instrument delivered to the EDA, the Utilities Authority and the City in connection with this Development Assistance Agreement, including, without limitation, the falsity or breach of any representation, warranty or covenant;
- (iv) Any representation, statement, certificate, schedule or report made or furnished to the EDA, the Utilities Authority and the City by the Company with respect to the matters and transactions covered by this Development Assistance Agreement which proves to be false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the Company fails to take or cause to be taken corrective measures satisfactory to the EDA within thirty (30) days after written notice by the City;
- (v) The initiation of bankruptcy or receivership proceedings by or against the Company and the pendency of such proceedings for sixty (60) days; or
- (vi) The failure by the Company to maintain an average of 3 Full Time Equivalent Jobs and to pay at least \$400,000 in total wages and benefits for any twelve (12) month period for hourly, salaried and/or labor commencing February 1, 2027 and continuing during any period for which this Development Assistance Agreement is outstanding;

SECTION 6.02 Notice of Default; Remedies.

A. The EDA, the Utilities Authority and the City will provide the Company with notice and thirty (30) days opportunity to cure any Event of Default described in Section 7.01(i) through (v). The EDA will provide the Company with notice and 365 days opportunity to cure any Event of Default described in Section 7.01(vi).

B. Upon the Company's failure to cure any Event of Default to the EDA's or the Utilities Authority's satisfaction within the applicable period of time described in Section 7.01(A), the EDA, the Utilities Authority and the City may, at their options, proceed simultaneously or selectively and successively to enforce its rights under this Development Assistance Agreement and any of the instruments executed pursuant to the terms hereof, of any one or all of them.

SECTION 6.03 Selective Enforcement. In the event the EDA, the Utilities Authority and the City shall elect to selectively and successively enforce its rights under any of the aforementioned documents, such action shall not be deemed a waiver of any default under this Development Assistance Agreement.

SECTION 6.04 Enforced Delay; Extension of Times of Performance.

A. In addition to specific provisions of this Development Assistance Agreement, performance by any party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Development Assistance Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

B. Times of performance under this Development Assistance Agreement may also be extended in writing by the mutual agreement of the EDA and the Company.

SECTION 6.05 Non-liability of Officials, Employees and Agents of the Authorities. No official, employee or agent of the EDA, the Utilities Authority and the City shall be personally liable to the Company, or any successor in interest, pursuant to the provisions of this Development Assistance Agreement, for any default or breach by the EDA or the Utilities Authority.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 Authorities' Obligations Limited. Nothing in this Development Assistance Agreement is intended to require or obligate nor shall anything herein be interpreted to require or obligate the EDA, the Utilities Authority and the City to provide, apply or make any payment or advance from any revenue or funds coming into its hands other than the monies being disbursed pursuant to the terms of this Development Assistance Agreement.

SECTION 7.02 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by - certified mail, postage prepaid, return receipt requested or a delivery service requiring a signature upon delivery and addressed as set forth below or to such other addresses as the party concerned may substitute by written notice to the other. All notices shall be deemed received on the date signed for by recipient.:

If to the City:

City of Midwest City, Oklahoma

Midwest City City Hall
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Attn: Mayor

If to the Company:

Stingray Volleyball Academy LLC
3413 NE 25th ST
Oklahoma City, OK 73107
Attn: Toriano Sands

If to the EDA:

Midwest City Economic Development Authority
Midwest City City Hall
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Attn: Chairman

If to the Utilities Authority:

Midwest City Utilities Authority
Midwest City City Hall
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Attn: Chairman

SECTION 7.03 Amendment. This Development Assistance Agreement may not be amended or modified in any way, except by an instrument in writing executed by both parties hereto and approved in writing by the Company and the EDA.

SECTION 7.04 Non-Waiver; Cumulative Remedies. No failure on the part of the EDA to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Authority of any right hereunder preclude any other or further right thereof. The remedies herein provided are cumulative and not alternative.

SECTION 7.05 Assignment. This Development Assistance Agreement is not assignable by the Company without the prior written consent of the EDA. The rights and benefits under this Development Assistance Agreement may be assigned by the EDA.

SECTION 7.06 Applicable Law. This Development Assistance Agreement and the documents issued and executed hereunder shall be deemed to be a contract made under the laws of the State of Oklahoma and shall not be construed to constitute the EDA as a joint venturer with the Company or to constitute a partnership among the parties. Any legal action resulting from this Agreement must be presented in the proper court located in Oklahoma County.

SECTION 7.07 Descriptive Headings. The descriptive headings of the articles and sections of this Development Assistance Agreement are for convenience only and shall not be used in the construction of the terms hereof.

SECTION 7.08 Integrated Agreement. This Development Assistance Agreement and the Real Property Agreement constitute and incorporate the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations between the parties regarding the Project other than those set forth herein.

SECTION 7.09 Time of Essence. Time is of the essence in the performance of this Development Assistance Agreement.

SECTION 7.10 Binding Effect. This Development Assistance Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

SECTION 7.11 Right to Defend. The EDA shall have the right, but not the obligation, with benefit of counsel selected by the EDA, all at the Company's expense, to commence, appear in or defend any action or proceeding purporting to affect the rights or duties of the parties hereunder, and in connection therewith, pay out of the development assistance funds hereinabove described, all necessary expenses, including fees of counsel, if the Company fails to so commence, appear in or defend any such action or proceeding, except in a suit by the Company against the EDA, in which case the prevailing party shall be entitled to such fees and expenses as a part of any judgment obtained.

SECTION 7.12 Counterparts. This Agreement may be executed separately in counterparts, and a facsimile or PDF signature shall be as good as an original signature. Counterparts shall have the same force and effect as if executed at the same time in one place.

SECTION 7.13 Trustees' Disclaimer. This instrument is executed by the trustees or officers or both of the Midwest City Economic Development Authority and the Midwest City Utilities Authority in their official capacities as such trustees or officers. By the execution hereof all parties agree that, for the payment of any claim or the performance of any obligations hereunder, resort shall be had solely to the specific assets of the respective authorities described herein and no Trustee or officer of the EDA or the Utilities Authority shall be held personally liable therefore.

EXECUTION PAGE

IN WITNESS WHEREOF, the City, the EDA and the Utilities Authority and the Company have caused this

instrument to be duly executed this _____ day of _____, 2025.

CITY OF MIDWEST CITY, OKLAHOMA

Mayor

(SEAL)
ATTEST:

City Clerk

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

MIDWEST CITY UTILITIES AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

STINGRAY VOLLEYBALL ACADEMY LLC

President

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, Mayor of the City of Midwest City and Chairman of the Midwest City Economic Development Authority and the Midwest City Utilities Authority, public trusts, on behalf of the Trusts.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Notary Public

(SEAL)

My Commission Expires: _____

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, a notary public in and for said City and state, on this ____ day of _____, 2025, personally appeared _____, to me known to be the identical person who subscribed the name of Stingray Volleyball Academy, LLC. to the foregoing instrument as its President and acknowledged to 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 corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Notary Public

(SEAL)

My Commission expires _____

APPENDIX “1”

CONCEPTUAL PLAN OF THE FACILITIES



Appendix “1”

Economic Development Assistance Agreement

APPENDIX “2”

LEGAL DESCRIPTION OF THE PROJECT SITE

The Project Site consists of that certain real property situated in the North Half of Section 27, Township One (1) North, Ranger Two (2) West of the Indian Meridian, in Midwest City, Oklahoma County, Oklahoma, more particularly described as follows:

The northern 4.13 acres of Lot 4, SOLDIER CREEK INDUSTRIAL PARK, an Addition to the City of Midwest City, Oklahoma County, Oklahoma.

Memorandum

TO: Honorable Mayor and City Council

FROM: Greg Wipfli, Chief of Police

DATE: December 9, 2025

SUBJECT: Discussion, consideration, and possible action of approving an agreement with Tyler Technologies, Inc. to procure the Enterprise Public Safety (New World) Software-as-a-Service (SaaS) platform through Sourcewell Contract #060624-TTI, including CAD, Records, Mobile, and related public safety modules and services in the amount of \$524,545.00.

Staff requests approval to enter into an agreement with Tyler Technologies, Inc. to upgrade the City's public safety software environment to the Tyler Enterprise Public Safety system. Midwest City previously identified New World as the most suitable Computer-Aided Dispatch solution, and it continues to meet the City's operational needs. Since Tyler acquired the New World product line in 2015, our current CAD system is no longer offered to agencies of our size, which indicates it is no longer appropriate for our operational complexity.

The Enterprise Public Safety system provides a modern, integrated, cloud hosted platform that supports Police, Fire, and Dispatch operations. It offers extensive integration capabilities with systems such as FirstDue, ESO, Eventide, Geosafe, Flock, Aerodome, and LexisNexis. Many Oklahoma agencies operate on this platform, including Norman, Edmond, Yukon, Bartlesville, Ardmore, Muskogee, and the Chickasaw Nation, with Moore joining soon. This creates opportunities for improved mutual aid coordination, CAD-to-CAD data sharing, and regional dispatch continuity during emergencies. The project reflects coordinated planning among Police, Fire, Dispatch, and the Information Technology departments.

Total costs include \$524,545.00 in one time implementation, hardware, and data conversion, and \$378,439.00 annually for Software-as-a-Service (SaaS) fees. Through the Sourcewell contract, annual fees remain flat for the first three years, with a maximum increase of three percent in years four through seven. This upgrade maintains an established vendor relationship, provides cost advantages, and delivers a reliable and fully supported system that improves interoperability, operational efficiency, and regional coordination.



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

Funding for this upgrade totals \$902,984.00. After applying the FY 2025–2026 public safety maintenance credit (estimated at \$185,000.00) and the AWS credit of \$14,040.00, the remaining balance is \$703,944.00. Of this amount, \$157,803.00, which represents the portion attributed by Emergency Management and other supporting departments, will be funded through the Public Safety Technology Improvements General Obligation Bond (G.O. Bond Account 270-1410-414.40-50, Project 2119G2). The remaining balance of \$546,141.00 will be allocated between Police and Fire based on a seventy five percent and twenty five percent distribution, resulting in \$409,605.75 assigned to Police and \$136,535.25 assigned to Fire. The Police portion will be funded through account 020-0000-491-80-14, and the Fire portion through account 040-0000-491-80-14. A transfer into the project fund will be recorded as revenue in 014-0000-391-01-38, and the expenditure budget will be increased in 014-1415-419-30-43.

Greg Wipfli

Greg Wipfli, Chief of Police



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 2328.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS Client desires to purchase off the Sourcewell contract to procure public safety software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or

functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.

- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and

licensed by us to you through this Agreement.

- “we,” “us,” “our” and similar terms mean Tyler.
- “you” and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.
2. Ownership.
 - 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
3. Data.
 - 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
 - 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
 - 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
 - 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.
4. Restrictions.
 - 4.1. You may not:
 - 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations;
 - 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
 - 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
 - 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make

the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

- 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.

6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.

6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web

application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary, and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All

employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.
9. Maintenance and Support Services.
 - 9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
 - 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
 - 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
 - 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
 - 9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
 - 9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.
 - 9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
 - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
 - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
 - 2.1. *Failure to Pay Fees.* You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
 - 2.2. *For Cause.* If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).

- 2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
- 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
- 1.3.1. procure the right to continue its use;
 - 1.3.2. modify it to make it non-infringing; or
 - 1.3.3. replace it with a functional equivalent.
- We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
- 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance,

cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Performance Issues and Dispute Resolution.**

- 2.1. *Notice.* You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
- 2.2. *Invoice Issues.*
- 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
 - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
 - 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
 - 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
 - 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
- 2.3. *Dispute Resolution.* You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by

proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - iii. a party receives from a third party who has a right to disclose it to the receiving party; or
 - iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.
19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights

data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. Contract Documents. This Agreement includes the following exhibits:

| | |
|------------------|-----------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Terms |
| Exhibit C | Service Level Agreement |
| Exhibit D | Third-Party Terms |
| Exhibit E | Statement of Work |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Midwest City, OK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

Address for Notices:

City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110-4319
Attention: _____

With a copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department



Exhibit A

Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Investment Summary prepared in accordance with Sourcewell Contract #060624-tti

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Exhibit B

Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.

- 1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary and shall be invoiced as set forth below. Upon expiration of the initial term, your annual SaaS fees for years 4 through 7 will be limited to an increase of 3% over the previous year's fees. Thereafter, SaaS Fees will be at our then-current rates.

| | Year 1 | Year 2 | Year 3 |
|------------|--------------|--------------|--------------|
| Annual Fee | \$378,439.00 | \$378,439.00 | \$378,439.00 |
| AWS Credit | -\$14,040.00 | | |
| | \$364,399.00 | \$378,439.00 | \$378,439.00 |

2. Tyler Technologies and AWS are collaborating to empower public sector agencies with advancing digital transformation technologies. As part of this project, AWS is providing a one-time sponsorship credit of \$14,040.00 towards year 1 SaaS Fees. Please reach out to your Tyler Technologies account representative to receive further details on the collaboration between AWS and Tyler. Sponsorship credits expire at the end of each calendar year and may not be guaranteed in future years.
3. We will credit your invoice for Year 1 SaaS Fees by the amount of Public Safety Pro maintenance fees you have paid for the current annual maintenance term associated with the Public Safety Pro software.
4. Tyler Services.

- 4.1. Implementation and other professional services fees as set forth in the Investment Summary shall be invoiced in accordance with the following completed Statement of Work milestones:

| Project Stage | Statement of Work (SOW) Milestone Completion | Invoice Percentage |
|---------------|---|--------------------|
| 1 | Control Point 1: Initiate & Plan Stage | 15% |
| 2 | Control Point 2: Assess & Define Stage | 20% |
| 3 | Control Point 3: Prepare Solution / Configuration Stage | 20% |
| 4 | Control Point 4: Production Readiness | 15% |
| 5 | Control Point 5: Go-Live Production Stage | 15% |
| 6 | Control Point 6: Project Close Stage | 15% |
| | Total | 100% |



5. Hardware & Third-Party Products.
 - 5.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
 - 5.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 5.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
 - 5.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
 - 5.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 5.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.
6. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
7. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work



with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable quarter. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

| Client Relief Schedule | |
|------------------------|-------------------------------|
| Actual Attainment | Client Relief |
| 99.99% - 99.50% | Remedial action will be taken |
| 99.49% - 98.50% | 2% |
| 98.49% - 97.50% | 4% |
| 97.49% - 96.50% | 6% |
| 96.49% - 95.50% | 8% |
| Below 95.50% | 10% |

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit D

Third-Party Terms

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court
- Mobile/Mobility Suite



Exhibit E
Statement of Work

City of Midwest City

SOW from Tyler Technologies, Inc.

10/29/2025

Presented to:
Cole Davis
100 N. Midwest Boulevard
Midwest City, OK 73110

Contact:
Eric Burrell
Email: Eric.Burrell@TylerTech.com
840 West Long Lake Rd., Troy, MI 48098

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Midwest City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

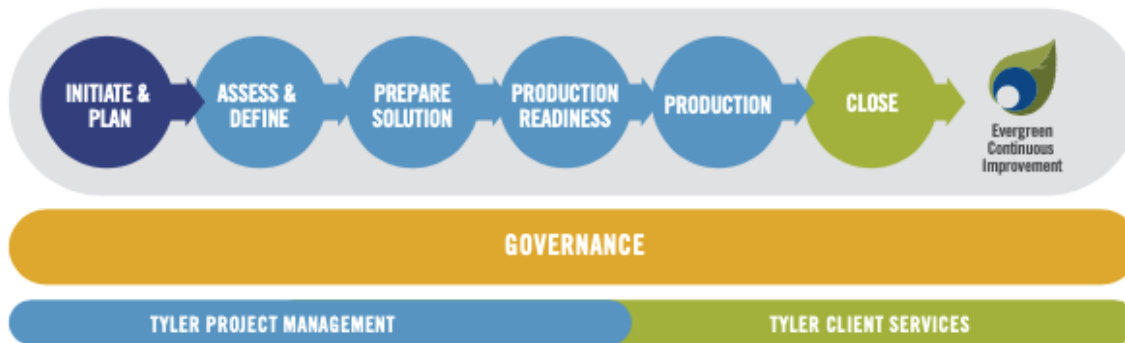
1.3 Methodology

This is accomplished by the Midwest City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Midwest City’s complexity and organizational needs.



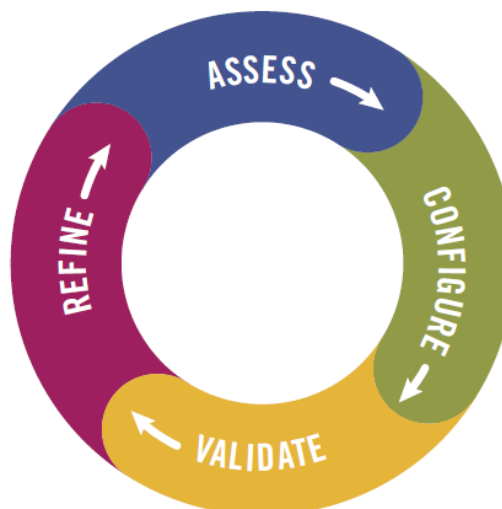
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Midwest City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Midwest City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Midwest City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



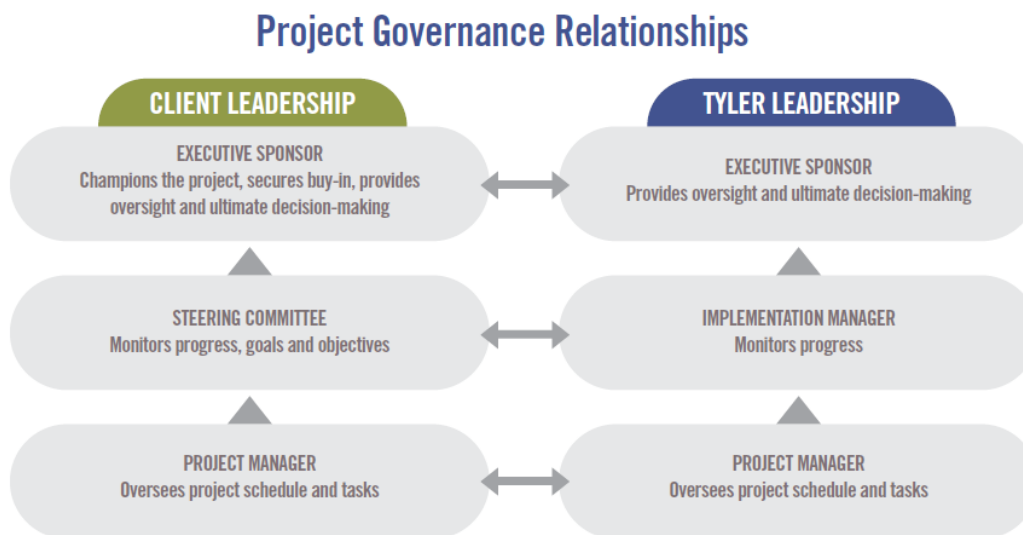
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

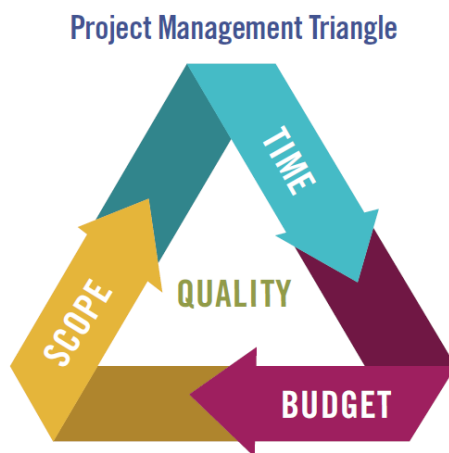
The chart below illustrates an overall team perspective where Tyler and the Midwest City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Midwest City Steering Committee become the escalation points to triage responses prior to escalation to the Midwest City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Midwest City and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

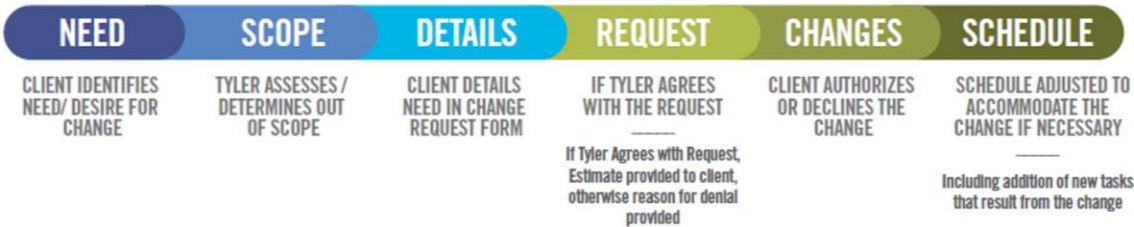
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Midwest City; for example, the Midwest City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Midwest City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Midwest City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Midwest City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Midwest City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Midwest City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Midwest City feedback and approval on Project deliverables will be critical to the success of the Project. The Midwest City project manager will strive to gain deliverable and decision approvals from all authorized Midwest City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Midwest City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Midwest City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Midwest City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Midwest City does not agree the Deliverable or Control Point meets requirements, the Midwest City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Midwest City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Midwest City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Midwest City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Midwest City, but are roles defined within the Project. It is common for individual resources on both the Tyler and Midwest City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Midwest City 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Midwest City 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Midwest City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Midwest City, the Tyler Project Manager provides regular updates to the Midwest City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Midwest City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the Midwest City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Midwest City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Midwest City any items that may impact the outcomes of the Project.
- Collaborates with the Midwest City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Midwest City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Midwest City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Midwest City through software validation process following configuration.
- Assists during Go-Live process and provides support until the Midwest City transitions to Client Services.
- Facilitates training sessions and discussions with the Midwest City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the Midwest City.
- Loads Midwest City provided GIS data into the system.

5.2 Midwest City Roles & Responsibilities

Midwest City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Midwest City Executive Sponsor

The Midwest City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Midwest City steering committee, project manager(s), and functional leads to make critical business decisions for the Midwest City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Midwest City Steering Committee

The Midwest City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Midwest City project manager and Project through participation in regular internal meetings. The Midwest City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Midwest City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Midwest City Policies
 - Needs of other client projects



5.2.3 Midwest City Project Manager

The Midwest City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Midwest City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Midwest City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Midwest City project manager(s) are responsible for reporting to the Midwest City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Midwest City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Midwest City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Midwest City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Midwest City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.



- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Midwest City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Midwest City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Midwest City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Midwest City resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Midwest City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Midwest City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.



- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Midwest City staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Midwest City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Midwest City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Midwest City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Midwest City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Midwest City GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Midwest City GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Midwest City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Midwest City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Midwest City and Tyler resources.



- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Midwest City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Midwest City.

Work Breakdown Structure (WBS)

| 1. Initiate & Plan | 2. Assess & Define | 3. Prepare Solution | 4. Production Readiness | 5. Production | 6. Close |
|-----------------------------|-------------------------------------|-------------------------------|-------------------------|-----------------------------------|-----------------------|
| 1.1 Initial Coordination | 2.1 Solution Orientation | 3.1 Initial System Deployment | 4.1 Solution Validation | 5.1 Go Live | 6.1 Phase Close Out |
| 1.2 Project/Phase Planning | 2.2 Current & Future State Analysis | 3.2 Configuration | 4.2 Go Live Readiness | 5.2 Transition to Client Services | 6.2 Project Close Out |
| 1.3 Infrastructure Planning | 2.3 Modification Analysis | 3.3 Process Refinement | 4.3 End User Training | 5.3 Post Go Live Activities | |
| 1.4 Stakeholder Meeting | 2.4 Conversion Assessment | 3.4 Conversion Delivery | | | |
| 1.5 GIS Planning* | 2.5 Data Assessment | 3.5 Data Delivery | | | |
| | | 3.6 Modifications* | | | |

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Midwest City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Midwest City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Midwest City's team. During this step, Tyler will work with the Midwest City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Midwest City project team.

| STAGE 1 | Initial Coordination | | | | | | | | | | | | | | | | |
|---|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Midwest City | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Tyler project team is assigned | A | R | C | I | I | I | I | | I | | I | | | | | | |
| Midwest City project team is assigned | | | | | | | | | A | I | R | I | I | I | | | |
| Provide initial project documents to the Midwest City | | A | R | C | | | C | | I | | I | | | | | | |
| Gather preliminary information requested | | | I | | | | | | A | | R | C | | C | | C | C |
| Sales to implementation knowledge transfer | | A | R | I | I | I | I | | | | I | | | | | | |
| Create Project Portal to store project artifacts and facilitate communication | | A | R | | | | | | | | I | | | | | | |



| | |
|--------|--------------------|
| Inputs | Contract documents |
| | Statement of Work |

| | |
|----------------------|-----------------------------------|
| Outputs/Deliverables | Working initial project documents |
| | Project portal |

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Midwest City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Midwest City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Midwest City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Midwest City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Midwest City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

| STAGE 1 | Project/Phase Planning | | | | | | | | | | | | | | | | |
|---|------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Midwest City | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Schedule and conduct planning session(s) | | A | R | | | | | | I | | C | C | I | | | | |



| | | | | | | | | | | | | | | | | | |
|----------------------------------|--|---|---|---|---|---|---|--|---|---|---|---|---|---|---|--|---|
| Develop Project Management Plan | | A | R | | | | | | I | | C | C | I | | | | |
| Develop initial project schedule | | A | R | I | I | I | I | | I | I | C | C | I | I | C | | I |

| | |
|--------|--------------------------------|
| Inputs | Contract documents |
| | Statement of Work |
| | Guide to Starting Your Project |

| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
|------------------------|--------------------------|---|
| | Project Management Plan | Delivery of document |
| | Project Operational Plan | Delivery of document |
| | Initial Project Schedule | Midwest City provides acceptance of schedule based on resource availability, project budget, and goals. |

Work package assumptions:

- Midwest City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The Midwest City is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure the Midwest City's infrastructure meets Tyler's application requirements.
- Ensure the Midwest City's infrastructure is scheduled to be in place and available for use on time.

| STAGE 1 | Infrastructure Planning | | | | | | | | | | | | | | | | |
|---|-------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Midwest City | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts | Department Heads | End Users | Technical Leads |
| | | A | R | | C | | C | | | | C | | | | | | C |
| | | A | R | | | | C | | | | I | | | | | | |
| | | | | | | | | | | | | | | | | | |

| | |
|--------|-------------------------------------|
| Inputs | Initial Infrastructure Requirements |
|--------|-------------------------------------|



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|------------------------|---------------------------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Completed Infrastructure Requirements | Delivery of Requirements |

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Midwest City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Midwest City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

| STAGE 1 | Stakeholder Meeting | | | | | | | | | | | | | | | | |
|---|---------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Midwest City | | | | | | | | |
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| Create Stakeholder Meeting Presentation | I | A | R | I | I | | | | I | I | C | | I | | | | |
| Review Stakeholder Meeting Presentation | | I | C | | | | | | A | | R | | C | | | | |
| Perform Stakeholder Meeting Presentation | I | A | R | I | I | | | | I | I | C | I | I | I | I | I | I |

| | |
|--------|-------------------------|
| Inputs | Agreement |
| | SOW |
| | Project Management Plan |

| | | |
|------------------------|----------------------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Stakeholder Meeting Presentation | |

Work package assumptions:

- None



6.1.5 GIS Planning

GIS data is a core part of many Tyler applications. Other Midwest City offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Midwest City GIS data sources and formats.
- Tyler to understand the Midwest City's GIS needs and practices.
- Ensure the Midwest City's GIS data meets Tyler product requirements.

| STAGE 1 | GIS Preparation | | | | | | | | | | | | | | | | |
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| | Tyler | | | | | | | Midwest City | | | | | | | | | |
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| Initial GIS Planning Meeting | | A | R | | | | C | | | | C | | | | | | C |
| Determine all GIS Data Sources | | | I | | | | I | | A | | R | | | | | | C |
| Provide Source GIS Data | | | I | | | | I | | A | | R | | | | | | C |
| Review GIS Data and Provide Feedback | | A | R | | | | C | | | | I | | | | | | C |

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| Inputs | GIS Requirements Document |
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| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Production Ready Map Data | Meets Tyler GIS Requirements. |

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Midwest City is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.



Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Midwest City
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Midwest City business processes. This information will be used to identify and define business processes utilized with Tyler software. The Midwest City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Midwest City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Midwest City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Midwest City for current and future state analysis.

| STAGE 2 | Solution Orientation | | | | | | | | | | | | | | | | |
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| | Tyler | | | | | | | | Midwest City | | | | | | | | |
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| Provide pre-requisites | | | A | R | | | | | | | I | I | | I | I | | I |
| Complete pre-requisites | | | | | | | | | | | A | R | | C | | | C |
| Conduct orientation | | | A | R | | | | | | | I | I | | I | I | | I |

| | |
|--------|--------------------------------|
| Inputs | Solution orientation materials |
| | Training Plan |

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Midwest City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Midwest City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Midwest City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

| STAGE 2 | Current & Future State Analysis | | | | | | | | | | | | | | | | |
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| | Tyler | | | | | | | | Midwest City | | | | | | | | |
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| Current State process review | | | A | R | I | I | I | | | | C | C | C | C | | | C |
| Discuss future-state options | | | A | R | C | C | C | | | | C | C | C | C | | | C |
| Make future-state decisions (non-COTS) | | | C | C | C | C | C | | | | A | R | I | C | | | C |



| | | | | | | | | | | | | | | | | | |
|---|--|--|---|---|---|---|---|--|--|--|---|---|---|---|--|--|---|
| Document anticipated configuration options required to support future state | | | A | R | C | C | C | | | | I | I | I | I | | | I |
|---|--|--|---|---|---|---|---|--|--|--|---|---|---|---|--|--|---|

| | |
|--------|--|
| Inputs | Midwest City current state documentation |
| | Solution Orientation completion |

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| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Documentation that describes future-state decisions and configuration options to support future-state decisions. | Delivery of document |

Work package assumptions:

- Midwest City attendees possess sufficient knowledge and authority to make future state decisions.
- The Midwest City is responsible for any documentation of current state business processes.
- The Midwest City can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

| STAGE 2 | Data Conversion Assessment | | | | | | | | | | | | | | | | |
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| | Tyler | | | | | | | | Midwest City | | | | | | | | |
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| Extract Data from Source Systems | | | I | | C | | | | | | A | | | | | | R |



| | | | | | | | | | | | | | | | | | |
|-----------------------------------|--|--|---|---|---|--|--|--|--|--|---|---|---|---|--|--|---|
| Review and Scrub Source Data | | | I | I | I | | | | | | A | R | | C | | | I |
| Build/Update Data Conversion Plan | | | R | C | C | | | | | | C | I | I | I | | | I |

| | |
|--------|---|
| Inputs | Midwest City Source data |
| | Midwest City Source data Documentation (if available) |

| | | |
|------------------------|------------------------------------|--|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Data Conversion Plan built/updated | Midwest City Acceptance of Data Conversion Plan, if Applicable |

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Midwest City representatives to identify business rules before writing the conversion.
- Midwest City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Midwest City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler



Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Midwest City can access the software.

| STAGE 3 | Initial System Deployment (Hosted/SaaS)* | | | | | | | | | | | | | | | | |
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| | Tyler | | | | | | | Midwest City | | | | | | | | | |
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| Prepare hosted environment | | | A | | | | R | | | | I | | | | | | C |
| Install Licensed Software for Included Environments | | | A | | | | R | | | | I | | | | | | C |
| Install Licensed Software on Midwest City Devices (if applicable) | | | I | | | | C | | | | A | | | | | | R |
| Tyler System Administration Training (if applicable) | | | A | | | | R | | | | I | | | | | | C |

| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
|------------------------|--|---|
| | Licensed Software is Installed on the Server(s) | Software is accessible |
| | Licensed Software is Installed on Midwest City Devices (if applicable) | Software is accessible |
| | Installation Checklist/System Document | |

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Midwest City will provide network access for Tyler modules, printers, and Internet access to all applicable Midwest City and Tyler Project staff.



6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Midwest City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Midwest City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the Midwest City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

| STAGE 3 | Configuration | | | | | | | | | | | | | | | | |
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| | Tyler | | | | | | | Midwest City | | | | | | | | | |
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| Conduct configuration training | | | A | R | | | | | | | I | C | | C | | | |
| Complete Tyler configuration tasks (where applicable) | | | A | R | | | | | | | I | I | | I | | | |
| Complete Midwest City configuration tasks (where applicable) | | | I | C | | | | | | | A | R | | C | | | |
| Standard interfaces configuration and training (if applicable) | | | A | R | | | C | | | | I | C | | C | | | C |
| Updates to Solution Validation testing plan | | | C | C | | | | | | | A | R | | C | | | C |

| | |
|--------|--|
| Inputs | Documentation that describes future state decisions and configuration options to support future state decisions. |
|--------|--|

| | | |
|------------------------|-------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Configured System | |

Work package assumptions:



- Tyler provides guidance for configuration options available within the Tyler software. The Midwest City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Midwest City users on how to execute processes in the system to prepare them for the validation of the software. The Midwest City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Midwest City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

| STAGE 3 | Process Refinement | | | | | | | | | | | | | | | | |
|---|--------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Midwest City | | | | | | | | |
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| Conduct process training | | | A | R | | | | | | | I | C | I | C | | | |
| Confirm process decisions | | | I | C | | | | | | A | R | C | I | C | | | |
| Test configuration | | | I | C | | | | | | | A | R | | C | | | |
| Refine configuration (Midwest City Responsible) | | | I | C | | | | | | | A | R | | C | | | |
| Refine configuration (Tyler Responsible) | | | A | R | | | | | | | I | I | | I | | | |
| Validate interface process and results | | | I | C | | | C | | | | A | R | | C | | | C |
| Update Midwest City-specific process documentation (if applicable) | | | I | C | | | | | | | A | R | | C | | | |
| Updates to Solution Validation testing plan | | | C | C | | | | | | | A | R | | C | | | C |



| | |
|--------|--|
| Inputs | Initial Configuration |
| | Documentation that describes future state decisions and configuration options to support future state decisions. |
| | Solution validation test plan |

| | | |
|------------------------|---|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Updated solution validation test plan | |
| | Completed Midwest City-specific process documentation (completed by Midwest City) | |

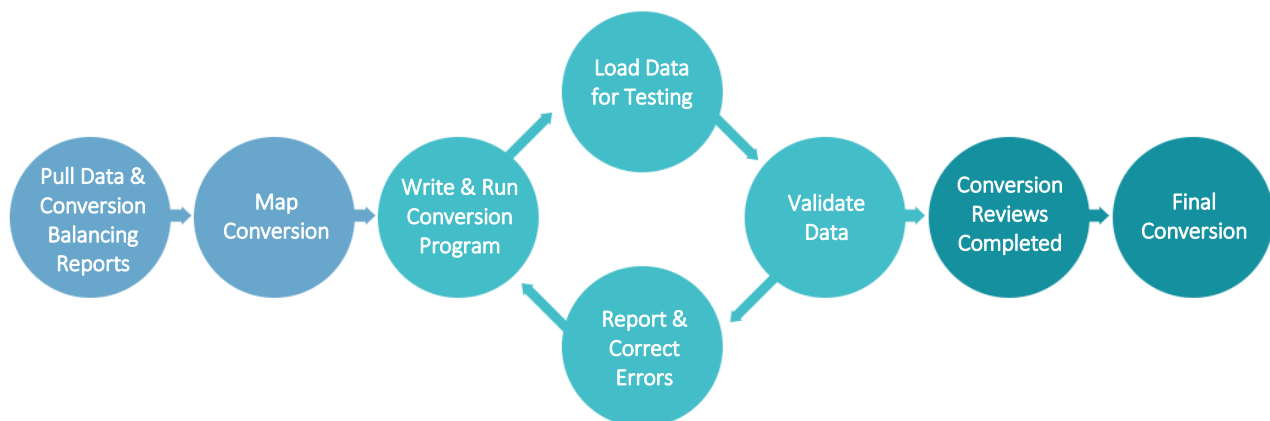
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Midwest City’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Midwest City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Midwest City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

| | | |
|---------|----------------------------|--------------|
| STAGE 3 | Data Delivery & Conversion | |
| | Tyler | Midwest City |



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| Provide data crosswalks/code mapping tool | | | A | C | R | | | | | | I | I | | I | | | |
| Populate data crosswalks/code mapping tool | | | I | C | C | | | | | | A | R | | C | | | |
| Iterations: Conversion Development | | | A | C | R | | | | | | I | | | | | | I |
| Iterations: Deliver converted data | | | A | | R | | I | | | | I | | | | | | I |
| Iterations: Proof/Review data and reconcile to source system | | | C | C | C | | | | | | A | R | | C | | | C |

| | |
|--------|----------------------|
| Inputs | |
| | Data Conversion Plan |
| | Configuration |

| | | |
|------------------------|--|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Code Mapping Complete / Validated | |
| | Conversion Iterations / Reviews Complete | Conversion complete, verified, and ready for final pass |

Work package assumptions:

- The Midwest City will provide a single file layout per source system as identified in the investment summary.
- The Midwest City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Midwest City project team will be responsible for completing the code mapping activity, with assistance from Tyler.



6.3.5 This work package is not applicable.

6.3.6 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Midwest City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Midwest City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Midwest City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Midwest City organization is ready to move forward with go-live and training (if applicable).

| | | |
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| STAGE 4 | Solution Validation | |
| | Tyler | Midwest City |



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| Update Solution Validation plan | | | A | R | C | | | | | | C | C | | C | | | |
| Update test scripts (as applicable) | | | C | C | C | | | | | | A | R | | C | | | |
| Perform testing | | | C | C | C | | | | | | A | R | | C | | | |
| Document issues from testing | | | C | C | C | | | | | | A | R | | C | | | |
| Perform required follow-up on issues | | | A | R | C | | | | | | C | C | | C | | | |

| | |
|--------|--|
| Inputs | Solution Validation plan |
| | Completed work product from prior stages (configuration, business process, etc.) |

| | | |
|------------------------|----------------------------|--|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Solution Validation Report | Midwest City updates report with testing results |

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Midwest City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Midwest City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Midwest City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

| | | |
|---------|-------------------|--------------|
| STAGE 4 | Go-Live Readiness | |
| | Tyler | Midwest City |



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| Perform Readiness Assessment | I | A | R | C | C | I | C | I | I | I | I | | I | | | | I |
| Conduct Go-Live planning session | | A | R | C | | | | | | | C | C | C | C | C | | C |
| Order peripheral hardware (if applicable) | | | I | | | | | | | A | R | | | | | | C |
| Confirm procedures for Go-Live issue reporting & resolution | | A | R | I | I | I | I | | | | C | C | I | I | I | I | I |
| Develop Go-Live checklist | | A | R | C | C | | | | | | C | C | I | C | | | C |
| Final system infrastructure review (where applicable) | | | A | | | | R | | | | C | | | | | | C |

| | |
|--------|------------------------|
| Inputs | Future state decisions |
| | Go-live checklist |

| | | |
|------------------------|---------------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Updated go-live checklist | Updated Action plan and Checklist for go-live delivered to the Midwest City |

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Midwest City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Self-directed: Tyler provides e-learning, documentation, or videos to facilitate end user training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Midwest City specific business process documentation. Midwest City-led training



labs using Midwest City specific business process documentation if created by the Midwest City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Midwest City is prepared for on-going training and support of the application.

| STAGE 4 | End User Training | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Midwest City | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Update training plan | | A | R | C | | | | | | | C | | I | | C | | |
| End User training (Tyler-led) | | A | R | C | | | | | | | C | C | I | C | C | C | |
| Train-the-trainer | | A | R | C | | | | | | | C | C | I | C | | | |
| End User training (Midwest City-led) | | | C | C | | | | | | | A | R | I | C | C | C | |

| | |
|--------|--|
| Inputs | Training Plan |
| | List of End Users and their Roles / Job Duties |
| | Configured Tyler System |

| | | |
|------------------------|-------------------|--|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | End User Training | Midwest City signoff that training was delivered |

Work package assumptions:

- The Midwest City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Midwest City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Midwest City departments.
- The Midwest City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:



- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Midwest City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Midwest City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Midwest City and Tyler will complete work assigned to prepare for Go-Live.

The Midwest City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Midwest City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Midwest City during Go-Live activities. The Midwest City transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Midwest City data available in Production environment.

| | | |
|---------|---------|--------------|
| STAGE 5 | Go-Live | |
| | Tyler | Midwest City |



| | | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Provide final source data extract, if applicable | | | C | | C | | | | | | A | | | | | | R |
| Final source data pushed into production environment, if applicable | | | A | C | R | | | | | | I | C | | C | | | C |
| Proof final converted data, if applicable | | | C | C | C | | | | | | A | R | | C | | | |
| Complete Go-Live activities as defined in the Go-Live action plan | | | C | C | C | | | | | A | R | C | I | C | | | |
| Provide Go-Live assistance | | | A | R | C | C | | I | | | C | C | I | C | | I | C |

| | |
|--------|---------------------------------------|
| Inputs | Comprehensive Action Plan for Go-Live |
| | Final source data (if applicable) |

| | | |
|------------------------|---|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Data is available in production environment | Midwest City confirms data is available in production environment |

Work package assumptions:

- The Midwest City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Midwest City business processes required for Go-Live are fully documented and tested.
- The Midwest City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Midwest City Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Midwest City onto the Tyler Client Services team, who provides the Midwest City with assistance following Go-Live, officially transitioning the Midwest City to operations and maintenance.

Objectives:



- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Midwest City teams for key processes and subject areas.

| STAGE 5 | Transition to Client Services | | | | | | | | | | | | | | | | |
|--|-------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Midwest City | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Transfer Midwest City to Client Services and review issue reporting and resolution processes | I | I | A | I | I | | | R | I | I | C | C | | C | | | |
| Review long term maintenance and continuous improvement | | | A | | | | | R | | | C | C | | C | | | |

| | |
|--------|-----------------------|
| Inputs | Open item/issues List |
|--------|-----------------------|

| | | |
|------------------------|----------------------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Client Services Support Document | |

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

| STAGE 5 | Post Go-Live Activities | | | | | | | | | | | | | | | |
|---------|-------------------------|--|--|--|--|--|--|--|--------------|--|--|--|--|--|--|--|
| | Tyler | | | | | | | | Midwest City | | | | | | | |



| | | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Schedule contracted activities that are planned for delivery after go-live | | A | R | C | C | C | C | I | | | C | C | I | C | | | C |
| Determine resolution plan in preparation for phase or project close out | | A | R | C | C | C | | I | | | C | C | I | C | | | |

| | |
|--------|---------------------------------|
| Inputs | List of post Go-Live activities |
|--------|---------------------------------|

| | | |
|------------------------|--------------------|---|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Updated issues log | |

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Midwest City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Midwest City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Midwest City teams that activities within this phase are complete.

| STAGE 6 | Phase Close Out | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Midwest City | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Reconcile project budget and status of contract Deliverables | I | A | R | | | | | | I | I | C | | | | | | |
| Hold post phase review meeting | | A | R | C | C | C | C | | | | C | C | C | C | | | C |
| Release phase-dependent Tyler project resources | A | R | I | | | | | | | | I | | | | | | |

| Participants | Tyler | Midwest City |
|--------------|---|--|
| | Project Leadership | Project Manager |
| | Project Manager | Project Sponsor(s) |
| | Implementation Consultants | Functional Leads, Power Users, Technical Leads |
| | Technical Consultants (Conversion, Deployment, Development) | |
| | Client Services | |

| Inputs | Contract |
|--------|-------------------|
| | Statement of Work |
| | Project artifacts |

| Outputs / Deliverables | Acceptance Criteria [only] for Deliverables |
|---|---|
| Final action plan (for outstanding items) | |
| Reconciliation Report | |
| Post Phase Review | |

Work package assumptions:



- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Midwest City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Midwest City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

| STAGE 6 | Project Close Out | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | Midwest City | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Conduct post project review | | A | R | C | C | C | C | | | | C | C | C | C | | | C |
| Deliver post project report to Midwest City and Tyler leadership | I | A | R | | | | | | I | I | C | | | | | | |
| Release Tyler project resources | A | R | I | | | | | | | | I | | | | | | |

| | |
|--------|-------------------|
| Inputs | Contract |
| | Statement of Work |

| | | |
|------------------------|---------------------|--|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Post Project Report | Midwest City acceptance; Completed report indicating all project Deliverables and milestones have been completed |

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.



6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Midwest City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Midwest City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Midwest City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Midwest City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Midwest City to make process changes.
- The Midwest City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Midwest City is responsible for managing Organizational Change. Impacted Midwest City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Midwest City resources understand the value of the change, and why they are being asked to change.



7.3 Resources and Scheduling

- Midwest City resources will participate in scheduled activities as assigned in the Project Schedule.
- The Midwest City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Midwest City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Midwest City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Midwest City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Midwest City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Midwest City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Midwest City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Midwest City representatives to identify business rules before writing the conversion. The Midwest City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Midwest City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Midwest City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Midwest City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



7.5 Facilities

- The Midwest City will provide dedicated space for Tyler staff to work with Midwest City resources for both on-site and remote sessions. If Phases overlap, Midwest City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Midwest City will provide staff with a location to practice what they have learned without distraction.



8. Glossary

| Word or Term | Definition |
|--|--|
| Acceptance | Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria. |
| Accountable | The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI] |
| Application | A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user. |
| Application Programming Interface (API) | A defined set of tools/methods to pass data to and received data from Tyler software products |
| Agreement | This executed legal contract that defines the products and services to be implemented or performed. |
| Business Process | The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function. |
| Business Requirements Document | A specification document used to describe Client requirements for contracted software modifications. |
| Change Request | A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties. |
| Change Management | Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes |
| Code Mapping [where applicable] | An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue]. |
| Consulted | Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI] |
| Control Point | This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met. |
| Data Mapping [where applicable] | The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system. |
| Deliverable | A verifiable document or service produced as part of the Project, as defined in the work packages. |



| | |
|------------------------------|---|
| Go-Live | The point in time when the Client is using the Tyler software to conduct daily operations in Production. |
| Informed | Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI] |
| Infrastructure | The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software. |
| Interface | A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system. |
| Integration | A standard exchange or sharing of common data within the Tyler system or between Tyler applications |
| Legacy System | The software from which a client is converting. |
| Modification | Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement. |
| On-site | Indicates the work location is at one or more of the client's physical office or work environments. |
| Organizational Change | The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization. |
| Output | A product, result or service generated by a process. |
| Peripheral devices | An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer. |
| Phase | A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned. |
| Project | The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases. |
| RACI | A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only |



| | |
|---------------------------------------|--|
| | one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I). |
| Remote | Indicates the work location is at one or more of Tyler's physical offices or work environments. |
| Responsible | Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI] |
| Scope | Products and services that are included in the Agreement. |
| Solution | The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies. |
| Stage | The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project. |
| Standard | Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified. |
| Statement of Work (SOW) | Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables. |
| System | The collective group of software and hardware that is used by the organization to conduct business. |
| Test Scripts | The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario. |
| Training Plan | Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system. |
| Validation (or to validate) | The process of testing and approving that a specific Deliverable, process, program, or product is working as expected. |
| Work Breakdown Structure (WBS) | A hierarchical representation of a Project or Phase broken down into smaller, more manageable components. |
| Work Package | A group of related tasks within a project. |



Part 4: Appendices

9. Conversion

9.1 Enterprise Public Safety Data Archive Appendix

Conversion assistance will be provided to help convert the data files specified in the Investment Summary. If additional files are identified after contract execution, estimates will be provided to the Midwest City prior to Tyler beginning work on those newly identified files.

9.1.1 General

1. A Data Conversion Assessment to verify the scope of the conversion project will be conducted. A Data Conversion Plan will be generated based on this assessment. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. The Midwest City may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by the Midwest City prior to providing the data to Tyler.

9.1.2 Tyler Technologies Responsibilities

1. Tyler will create and provide the Midwest City with a Data Conversion Plan for signoff prior to beginning development work on the data conversion. No conversion programming by Tyler will commence until this document is approved.
2. Tyler will provide the data conversion programs to load the Midwest City data to the Tyler Data Archive for the specified files that contain 500 or more records.
3. As provided in the approved Data Conversion Plan, a schedule of on-site trips to the Midwest City location in order to conduct the following:
 - a. Data Conversion Plan, and
 - b. Assistance for Testing and Training
 - c. * The Midwest City will be responsible for travel expenses as set forth in the Payment Terms.
4. Tyler will provide the Midwest City up to five (5) test iterations of converted data. One test iteration consists of:
 - a. Loading of data into the Data Archive
 - b. The Midwest City reviews test and responds in writing to Tyler issues revealed during testing and confirmation of known issues resolved
 - c. Tyler corrects or otherwise respond to issues discovered and reported by the Midwest City,
 - d. Tyler will conduct internal testing to verify corrections, and



- e. Both parties planning for the next test iteration and/or the live implementation
- 5. Tyler will provide warranty coverage for any conversion—procedure-related issue reported by the Midwest City to Tyler within thirty (30) days after the conversion is run in the live database.

9.1.3 Midwest City Responsibilities

- 3. The Midwest City will extract data from the legacy system to submit to Tyler. Data will be submitted to Tyler in one or more of the following formats:
 - a. AS/400 files (SAV files),
 - b. Microsoft SQL Server database,
 - c. Microsoft Access database,
 - d. Microsoft Excel spreadsheet,
 - e. An ASCII—format delimited text file (including embedded column headings and text delimiters), or
 - f. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

Data may be delivered using any common media or data-delivery format such as 1/4—inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

In the event that the Midwest City requests data extraction assistance from Tyler, data extraction services shall be billed at then-current rates, according to the Agreement.

- 4. The Midwest City will respond to each test iteration in writing, on a form provided by Tyler, either:
 - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
 - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to five (5) test iterations are provided as part of the Data Conversion Process. After the fifth (5th) test iteration, the Midwest City shall pay our then-current flat fee for each additional test iteration. The Midwest City will promptly review each test iteration once delivered. Prompt review by the Midwest City will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

- 5. A data dictionary (data descriptors) containing all data elements must be provided to Tyler for each file submitted with the media.
- 6. As provided in the Data Conversion Plan, the Midwest City will provide a dedicated resource in each application area to focus on conversion testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one-to-one ratio exists for the Midwest City's commitment and Tyler's commitment. Understanding that thorough and timely testing of the converted data by the Midwest City personnel is a key part of a successful data conversion.

The Midwest City agrees to promptly review and signoff on both the Data Conversion Plan, and on the final conversions after appropriate review.





10. Additional Appendices

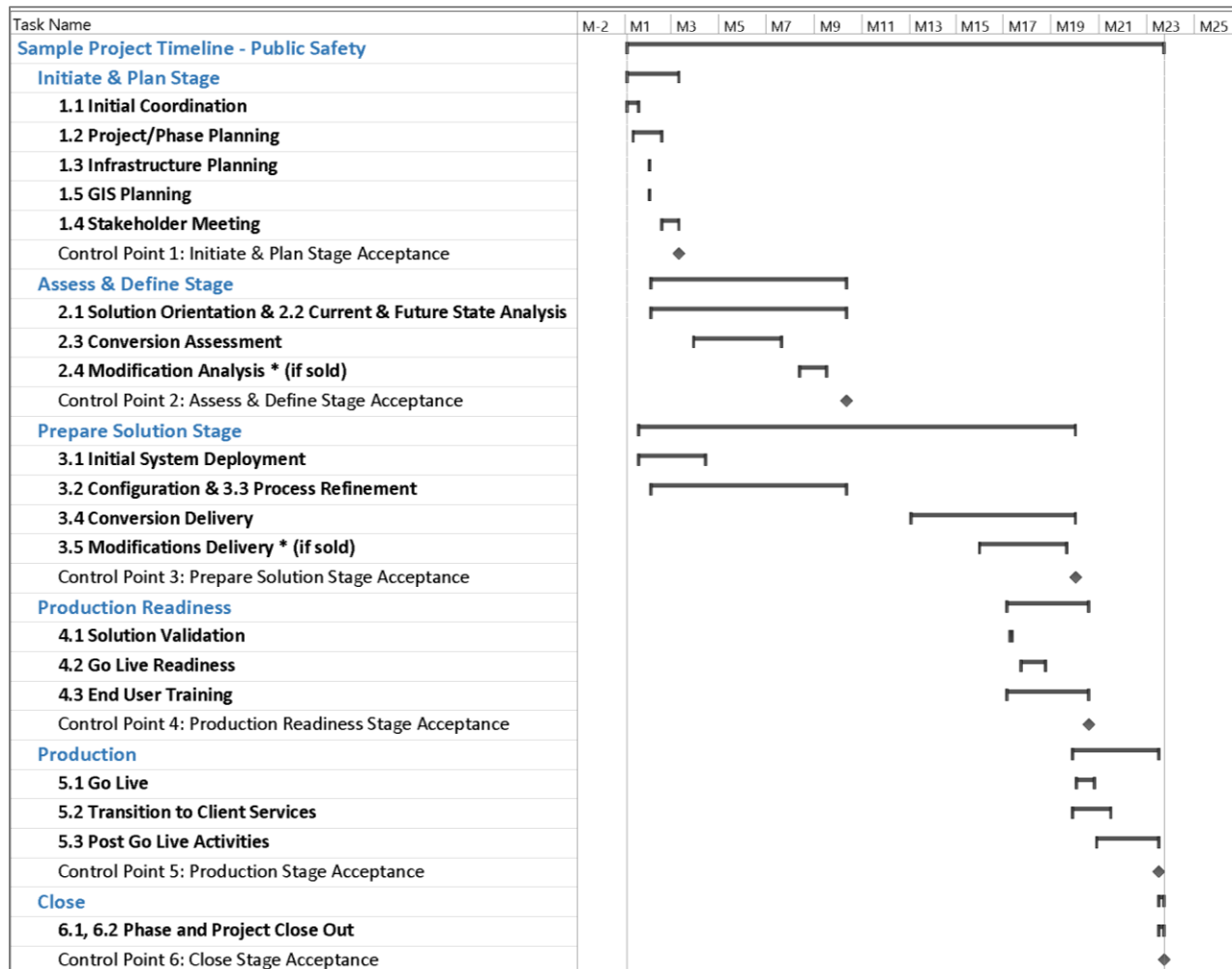
10.1 This work package is not applicable.



11. Project Timeline

11.1 Enterprise Public Safety Project Timeline

11.1.1 Conceptual Project Schedule



The dates or timing included in this sample are for illustrative purposes only. A more precise schedule and WBS with the appropriate tasks and schedule will be determined during the Initiate & Plan stage. The availability of Midwest City resources to perform tasks, final determination of the overall task list, Midwest City schedule constraints and the actual project start date must be determined.





FURTHER INFORMATION





Community Development

100 N Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Randall Fryar, Chief Building Official

DATE : December 9, 2025

SUBJECT : Monthly Residential and Commercial Building report for October, 2025

The monthly building report is now available for review. This document is essential for all stakeholders involved in tracking and managing permits.

On a national scale, recent statistics indicate a slight decline in new housing permits over the past year. This trend can be attributed to higher financing costs and increased prices for building materials, presenting significant challenges. It's worth noting that many cities within our region are facing these issues collectively, which may lead to renewed resilience and innovative solutions.

In comparison to last year, the number of new home permits remained stable compared to last year, indicating continued resilience in the market. Additionally, we are pleased to report a significant increase in permits for new duplexes, which underscores our ongoing commitment to growth and innovation in the housing sector.

If you have any questions or need further information, please feel free to reach out. Your engagement and understanding are crucial as we navigate these trends together.

Please let me know if you have any questions.

Sincerely,

Randall Fryar

Randall Fryar
Chief Building Official



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 10/1/2025 to 10/31/2025

Building - Commercial & Industrial

| <u>Count</u> | <u>Permit Type</u> | <u>Value</u> |
|---|--|---------------------|
| 2 | Alteration of Man Home Or Const of Space | \$140,000.00 |
| 4 | Com Demolition Permit | \$212,020.00 |
| 1 | Com Driveway Permit | \$18,750.00 |
| 11 | Com General Electrical Permit | \$908,679.00 |
| 2 | Com General Mechanical Permit | \$0.00 |
| 6 | Com General Plumbing Permit | \$1,700.00 |
| 3 | Com New Certificate of Occupancy | \$3,800,000.00 |
| 5 | Com New Const Plumbing Permit | \$0.00 |
| 1 | Com Remodel Bldg Permit | \$15,000.00 |
| 2 | Com Roofing Permit | \$552,003.00 |
| 2 | Com Sign Permit | \$9,000.00 |
| Total Value of Building - Commercial & Industrial: | | 5,657,152.00 |

Building - Residential

| <u>Count</u> | <u>Permit Type</u> | <u>Value</u> |
|---|--------------------------------------|---------------------|
| 5 | Res Accessory Bldg Permit | \$28,519.92 |
| 1 | Res Demolition Permit | \$1,000.00 |
| 20 | Res Driveway Permit | \$112,500.00 |
| 5 | Res Fence Permit | \$28,955.00 |
| 18 | Res General Electrical Permit | \$85,759.00 |
| 32 | Res General Mechanical Permit | \$189,143.00 |
| 57 | Res General Plumbing Permit | \$152,029.90 |
| 1 | Res Multi-Fam Remodel Bldg Permit | \$80,000.00 |
| 13 | Res New Const Electrical Permit | \$6,995.00 |
| 7 | Res New Const Mechanical Permit | \$19,200.00 |
| 9 | Res New Const Plumbing Permit | \$0.00 |
| 1 | Res Patio Cover Permit | \$5,914.00 |
| 41 | Res Roofing Permit | \$739,929.00 |
| 3 | Res Single-Fam New Const Bldg Permit | \$985,000.00 |
| 5 | Res Storm Shelter Permit | \$16,250.00 |
| 3 | zzRes House Moving (In) Permit | \$210,000.00 |
| Total Value of Building - Residential: | | 2,661,194.82 |

Grand Total: \$8,318,346.82



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 10/1/2025 to 10/31/2025

Building - Commercial & Industrial

Alteration of Man Home Or Const of Space

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|------------------------------|------------------|---------------|--------------|
| 10/21/25 | 10301 SE 29TH ST, 412, 73130 | TeFawn Hail | B-25-2751 | \$70,000.00 |
| 10/22/25 | 10301 SE 29TH ST, 608, 73130 | TeFawn Hail | B-25-2677 | \$70,000.00 |

\$140,000.00

Com Demolition Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---|---------------------|---------------|--------------|
| 10/6/25 | 1917 SAINT PETER, Midwest City, OK, 73141 | Gary Mathews | B-25-1802 | \$11,500.00 |
| 10/21/25 | 8918 SE 29TH ST, Midwest City, OK, 73110 | MIDWEST WRECKING CO | B-25-2519 | \$66,840.00 |
| 10/21/25 | 8916 SE 29TH ST, Midwest City, OK, 73110 | MIDWEST WRECKING CO | B-25-2518 | \$66,840.00 |
| 10/21/25 | 8920 SE 29TH ST, Midwest City, OK, 73110 | MIDWEST WRECKING CO | B-25-2520 | \$66,840.00 |

\$212,020.00

Com Driveway Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--|------------------|---------------|--------------|
| 10/23/25 | 9303 SE 29TH ST, Midwest City, OK, 73130 | T.J. Ablar | B-25-2797 | \$18,750.00 |

\$18,750.00

Com General Electrical Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--|--------------------|---------------|--------------|
| 10/9/25 | 10011 SE 15TH ST, Midwest City, OK, 73130 | Kyle hohlier | B-25-2667 | |
| 10/15/25 | 100 N MIDWEST BLVD, 73110 | Chris Wagner | B-25-2730 | \$1,589.50 |
| 10/15/25 | 10701 WATER PLANT RD, 73130 | Chris Wagner | B-25-2731 | \$1,589.50 |
| 10/16/25 | 2600 S AIR DEPOT BLVD, 73110 | Stephen Taft | B-25-2750 | |
| 10/20/25 | 9535 NE 10TH ST, Midwest City, OK, 73130 | Harold James Brown | B-25-2744 | |
| 10/23/25 | 618 S AIR DEPOT BLVD, 73110 | nathan guerrero | B-25-2792 | \$500.00 |
| 10/27/25 | 8730 SE 15TH ST, Midwest City, OK, 73110 | Jason Russell | B-25-2802 | \$120,000.00 |
| 10/27/25 | 8728 SE 15TH ST, Midwest City, OK, 73110 | Jason Russell | B-25-2801 | \$400,000.00 |
| 10/27/25 | 12401 ELIZABETH DR, MIDWEST CITY, OK, 73130 | Jason Russell | B-25-2785 | \$120,000.00 |
| 10/27/25 | 2930 N DOUGLAS BLVD, Midwest City, OK, 73141 | Jason Russell | B-25-2800 | \$150,000.00 |
| 10/30/25 | 2701 LIBERTY PKWY, Midwest City, OK, 73110 | Steve Sparkman | B-25-2848 | \$115,000.00 |

\$908,679.00

Com General Mechanical Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---|---------------------|---------------|---------------|
| 10/1/25 | 2825 PARKLAWN DR, Midwest City, OK, 73110 | Christopher Streets | B-25-2585 | |
| 10/8/25 | 231 W MACARTHUR DR, 73110 | MCLAUGHLIN, GREGORY | B-25-2643 | \$0.00 |
| | | | | \$0.00 |

Com General Plumbing Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---|---------------------|---------------|-------------------|
| 10/1/25 | 2825 PARKLAWN DR, Midwest City, OK, 73110 | Christopher Streets | B-25-2586 | |
| 10/8/25 | 916 S DOUGLAS BLVD, Midwest City, OK, 73130 | JC Glidewell | B-25-2644 | |
| 10/9/25 | 1101 N SOONER RD, MIDWEST CITY, OK, 73110 | brandon ward | B-25-2662 | |
| 10/16/25 | 9125 SE 15TH ST, 73130 | Adam Attaoui | B-25-2748 | \$1,200.00 |
| 10/30/25 | 1265 N AIR DEPOT BLVD, B & C 73110 | Joshua Cornelius | B-25-2879 | \$500.00 |
| 10/31/25 | 1265 N AIR DEPOT BLVD, B & C 73110 | MARY OLIVAS | B-25-2892 | \$0.00 |
| | | | | \$1,700.00 |

Com New Certificate of Occupancy

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--|---|---------------|-----------------------|
| 10/2/25 | 828 S AIR DEPOT BLVD | Rachel Proper | B-25-2496 | \$200,000.00 |
| 10/13/25 | 8333 SE 15TH ST, 73110 | Halidom Psychiatric Health and Wellness | B-25-2387 | |
| 10/15/25 | 7095 SE 29TH ST, Midwest City, OK, 73110 | Kristin Adams | B-25-2587 | \$3,600,000.00 |
| | | | | \$3,800,000.00 |

Com New Const Plumbing Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--|------------------|---------------|---------------|
| 10/9/25 | 9309 SE 29TH ST, Midwest City, OK, 73130 | Sammy DeJarnett | B-25-2657 | \$0.00 |
| 10/9/25 | 9309 SE 29TH ST, Midwest City, OK, 73130 | Sammy DeJarnett | B-25-2658 | \$0.00 |
| 10/9/25 | 9309 SE 29TH ST, Midwest City, OK, 73130 | Sammy DeJarnett | B-25-2659 | \$0.00 |
| 10/31/25 | 9309 SE 29TH ST, Midwest City, OK, 73130 | Sammy DeJarnett | B-25-2895 | \$0.00 |
| 10/31/25 | 9309 SE 29TH ST, Midwest City, OK, 73130 | Sammy DeJarnett | B-25-2896 | \$0.00 |
| | | | | \$0.00 |

Com Remodel Bldg Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--|--|---------------|--------------------|
| 10/16/25 | 2601 S DOUGLAS BLVD, 160 Midwest City, OK, 73130 | HEINTZELMAN CONSTRUCTION & ROOFING LLC | B-25-2462 | \$15,000.00 |
| | | | | \$15,000.00 |

Com Roofing Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---|------------------|---------------|---------------------|
| 10/13/25 | 615 W BLUERIDGE DR, Midwest City, OK, 73110 | Josh McKinley | B-25-2660 | \$125,000.00 |
| 10/17/25 | 249 N Douglas Blvd, Midwest City, OK 73130 | Steve Knight | B-25-2749 | \$427,003.00 |
| | | | | \$552,003.00 |

Com Sign Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---|------------------|---------------|-------------------|
| 10/14/25 | 8333 SE 15TH ST, Midwest City, OK, 73110 | Melissa Kirtley | B-25-2531 | |
| 10/27/25 | 232 S AIR DEPOT BLVD, B Midwest City, OK, 73110 | Britany Carden | B-25-2629 | \$9,000.00 |
| | | | | \$9,000.00 |

Building - Residential**Res Accessory Bldg Permit**

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---|-----------------------|---------------|--------------------|
| 10/3/25 | 9612 BETH DR, 73130 | Tyrone Andrews | B-25-2550 | \$4,699.00 |
| 10/7/25 | 9605 NE 10TH ST, 73130 | Eric Belonga | B-25-2601 | \$8,806.00 |
| 10/10/25 | 9321 LYRIC LN, 73130 | Ted and Jeanie Watson | B-25-2612 | \$8,028.34 |
| 10/15/25 | 10040 PRIMROSE LN, Midwest City, OK, 73130 | Tuff Shed Inc. | B-25-2688 | \$3,986.58 |
| 10/16/25 | 12399 ELIZABETH DR, Midwest City, OK, 73130 | Athena Griffiths | B-25-2675 | \$3,000.00 |
| | | | | \$28,519.92 |

Res Demolition Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--|------------------|---------------|-------------------|
| 10/8/25 | 2420 SHADY NOOK WAY, Midwest City, OK, 73141 | Ashton Bock | B-25-2122 | \$1,000.00 |
| | | | | \$1,000.00 |

Res Driveway Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--|-------------------------|---------------|--------------|
| 10/7/25 | 13195 RED OAK DR, Midwest City, OK, 73020 | L & L MARTINEZ CONCRETE | B-25-2628 | \$0.00 |
| 10/8/25 | 2916 TREIGHT CREEK LN, Midwest City, OK, 73110 | Marco melendez | B-25-2633 | \$10,000.00 |
| 10/8/25 | 2918 TREIGHT CREEK LN, Midwest City, OK, 73110 | Marco melendez | B-25-2634 | \$10,000.00 |
| 10/8/25 | 2920 TREIGHT CREEK LN, Midwest City, OK, 73110 | Marco melendez | B-25-2635 | \$10,000.00 |
| 10/8/25 | 2922 TREIGHT CREEK LN, Midwest City, OK, 73110 | Marco melendez | B-25-2636 | \$10,000.00 |
| 10/8/25 | 2924 TREIGHT CREEK LN, Midwest City, OK, 73110 | Marco melendez | B-25-2637 | \$10,000.00 |
| 10/8/25 | 2926 TREIGHT CREEK LN, Midwest City, OK, 73110 | Marco melendez | B-25-2638 | \$10,000.00 |
| 10/8/25 | 2928 TREIGHT CREEK LN, Midwest City, OK, 73110 | Marco melendez | B-25-2639 | \$10,000.00 |
| 10/8/25 | 2930 TREIGHT CREEK LN, Midwest City, OK, 73110 | Marco melendez | B-25-2640 | \$10,000.00 |
| 10/8/25 | 2932 TREIGHT CREEK LN, Midwest City, OK, 73110 | Marco melendez | B-25-2641 | \$10,000.00 |
| 10/8/25 | 2934 TREIGHT CREEK LN, Midwest City, OK, 73110 | Marco melendez | B-25-2642 | \$10,000.00 |
| 10/14/25 | 2708 SNAPPER LN, Midwest City | Fernando Romero | B-25-2712 | \$0.00 |
| 10/14/25 | 2557 TURTLE WAY, Midwest City, OK, 73130 | Fernando Romero | B-25-2711 | \$900.00 |
| 10/14/25 | 2611 TURTLE WAY, Midwest City, OK, 73130 | Fernando Romero | B-25-2710 | \$900.00 |
| 10/15/25 | 9600 SE 4TH ST, Midwest City, OK, 73130 | Mitchell R Wagner | B-25-2737 | \$5,000.00 |
| 10/17/25 | 13205 RED OAK DR, Midwest City | I&I martinez concrete | B-25-2759 | \$0.00 |

| | | | | |
|----------|---|--------------------------|-----------|---------------------|
| 10/22/25 | 118 FRIENDLY RD, Midwest City, OK, 73130 | Deanna Wagner | B-25-2790 | \$0.00 |
| 10/22/25 | 118 FRIENDLY RD, Midwest City, OK, 73130 | MUD & STEEL CONSTRUCTION | B-25-2790 | \$0.00 |
| 10/22/25 | 122 FRIENDLY RD, Midwest City, OK, 73130 | Deanna Wagner | B-25-2791 | \$0.00 |
| 10/22/25 | 122 FRIENDLY RD, Midwest City, OK, 73130 | MUD & STEEL CONSTRUCTION | B-25-2791 | \$0.00 |
| 10/23/25 | 1305 JUNIPER CIR, Midwest City, OK, 73110 | gabriel palma | B-25-2777 | \$1,700.00 |
| 10/27/25 | 4202 N SHADYBROOK DR, Midwest City, OK, 73110 | FRANCISCO PADILLA | B-25-2830 | \$4,000.00 |
| | | | | \$112,500.00 |

Res Fence Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---|---|---------------|--------------------|
| 10/1/25 | 11150 E RENO AVE, Midwest City, OK, 73130 | Donnie Triplitt | B-25-2413 | \$12,155.00 |
| 10/14/25 | 12428 SUSSEX RD, Midwest City, OK, 73130 | Richard Rodney Hawk | B-25-2627 | \$2,200.00 |
| 10/21/25 | 9723 NE 2ND ST, Midwest City, OK, 73130 | HAROLD M MOORE JK | B-25-2600 | \$2,200.00 |
| 10/22/25 | 11519 COUNTRY LN, Midwest City, OK, 73130 | Innovation Custom Remodeling & Construction | B-25-2715 | \$9,400.00 |
| 10/30/25 | 10734 PAINTED TURTLE WAY, Midwest City, OK, 73130 | Linda Clark | B-25-2807 | \$3,000.00 |
| | | | | \$28,955.00 |

Res General Electrical Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---|-------------------------|---------------|--------------|
| 10/1/25 | 3616 RIDGEHAVEN DR, Midwest City, OK, 73110 | Paul Bradley | B-25-2578 | |
| 10/1/25 | 3709 ROLLING LN, 73110 | Mister Sparky | B-25-2500 | \$19,000.00 |
| 10/2/25 | 520 MONRONEY DR, Midwest City, OK, 73110 | Steven Izell | B-25-2593 | \$1,000.00 |
| 10/6/25 | 2913 BELLA VISTA, Midwest City, OK, 73110 | Maxey Trey | B-25-2608 | \$9,400.00 |
| 10/6/25 | 2301 SANDRA DR, Midwest City, OK, 73110 | James McGee | B-25-2610 | |
| 10/6/25 | 904 DERBY DR, Midwest City, OK, 73130 | Tammy Coyle | B-25-2611 | |
| 10/7/25 | 124 BLOSSOM DR, Midwest City, OK, 73110 | Terry Isaacs | B-25-2623 | \$0.00 |
| 10/7/25 | 9416 NE 14TH ST, Midwest City, OK, 73130 | Rodrick McGary | B-25-2521 | \$850.00 |
| 10/8/25 | 1301 HICKORY LN, Midwest City, OK, 73110 | LEMONS, TERRELL JO VANN | B-25-2624 | \$235.00 |
| 10/9/25 | 2040 WEBSTER ST, Midwest City, OK, 73130 | Kevin larrison | B-25-2655 | \$8,000.00 |
| 10/16/25 | 8814 NE 2ND ST, Midwest City, OK, 73110 | Christian Marquez | B-25-2728 | \$2,100.00 |
| 10/16/25 | 8806 NE 2ND ST, Midwest City, OK, 73110 | Christian Marquez | B-25-2729 | \$2,100.00 |
| 10/21/25 | 379 CAMBRIDGE RD, Midwest City, OK, 73130 | Kevin larrison | B-25-2771 | \$8,000.00 |
| 10/22/25 | 440 N TIMBER RD, Midwest City, OK, 73130 | ALL BOLT ELECTRIC, INC | B-25-2775 | |
| 10/27/25 | 1513 PARKWOODS TER, Midwest City, OK, 73110 | Tyler schommer | B-25-2808 | \$3,000.00 |
| 10/27/25 | 1733 SYMPHONY LN, Midwest City, OK, 73130 | Maxey Trey | B-25-2837 | |

| | | | | |
|----------|--|--------------|-----------|--------------------|
| 10/29/25 | 6021 SE 6TH ST, Midwest City, OK, 73110 | Rita Wiggins | B-25-2856 | \$15,920.00 |
| 10/30/25 | 1033 HAWTHORNE DR, Midwest City, OK, 73110 | Kailey John | B-25-2828 | \$16,154.00 |
| | | | | \$85,759.00 |

Res General Mechanical Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---|---|---------------|--------------|
| 10/2/25 | 805 TIMBER RIDGE RD, Midwest City, OK, 73130 | Rita Wiggins | B-25-2603 | \$11,485.00 |
| 10/8/25 | 9500 MONTCLAIRE DR, 73130 | ADVENT mechanical | B-25-2621 | \$12,000.00 |
| 10/8/25 | 1312 N MIDWEST BLVD, 73110 | G&D Mechanical Contractors LLC , Gabriel Castillo | B-25-2650 | |
| 10/9/25 | 1419 STONECROP DR, Midwest City, OK, 73110 | Erik Barron | B-25-2671 | |
| 10/9/25 | 1421 STONECROP DR, Midwest City, OK, 73110 | Erik Barron | B-25-2670 | |
| 10/14/25 | 9716 NE 2ND PL, 73130 | Ron Hasty | B-25-2726 | |
| 10/15/25 | 1408 RIVERWIND DR, Midwest City, OK, 73130 | Ward Christopher | B-25-2574 | \$23,000.00 |
| 10/15/25 | 1415 STONECROP DR, Midwest City, OK, 73110 | Erik Barron | B-25-2689 | |
| 10/15/25 | 1417 STONECROP DR, Midwest City, OK, 73110 | Erik Barron | B-25-2690 | \$0.00 |
| 10/15/25 | 8405 WATERLEAF CT, Midwest City, OK, 73110 | Erik | B-25-2724 | \$0.00 |
| 10/15/25 | 8403 WATERLEAF CT, Midwest City, OK, 73110 | Erik Barron | B-25-2725 | \$0.00 |
| 10/15/25 | 2605 N KEY BLVD, Midwest City, OK, 73110 | Harlod Spangler | B-25-2733 | \$15,000.00 |
| 10/16/25 | 3205 WOODLANE DR, Midwest City, OK, 73110 | ARTHUR, BRIAN S | B-25-2739 | \$9,006.00 |
| 10/20/25 | 4509 MEADOWVALE DR, Midwest City, OK, 73110 | Rita Wiggins | B-25-2706 | \$10,200.00 |
| 10/20/25 | 300 HUDSON PL, Midwest City, OK, 73110 | Tyler Currie | B-25-2745 | \$15,598.00 |
| 10/20/25 | 1204 KAREN LN, Midwest City, OK, 73110 | Tyler Currie | B-25-2747 | \$16,638.00 |
| 10/20/25 | 1318 ST MATTHEWS DR, Midwest City, OK, 73110 | Tyler Currie | B-25-2752 | \$29,518.00 |
| 10/20/25 | 206 PEACH ST, Midwest City, OK, 73110 | Rita Wiggins | B-25-2757 | \$14,634.00 |
| 10/20/25 | 628 E FROLICH DR, Midwest City, OK, 73110 | Rita Wiggins | B-25-2758 | \$6,193.00 |
| 10/21/25 | 9225 APPLE DR, Midwest City, OK, 73130 | Michael Martell | B-25-2780 | |
| 10/22/25 | 10824 TURTLE BACK DR, Midwest City, OK, 73130 | Carmen S Hernandez | B-25-2717 | \$0.00 |
| 10/23/25 | 8653 HILLRIDGE DR, Midwest City, OK, 73141 | INTERSTATE HEATING AND AIR CONDITIONING | B-25-2784 | \$0.00 |
| 10/23/25 | 9600 NE 3RD ST, Midwest City, OK, 73130 | Ward Christopher | B-25-2786 | \$14,000.00 |
| 10/23/25 | 9200 CARDINAL PL, Midwest City, OK, 73130 | Ward Christopher | B-25-2789 | |
| 10/27/25 | 316 E FAIRCHILD DR, Midwest City, OK, 73110 | Trenton Brown | B-25-2827 | |
| 10/27/25 | 1733 SYMPHONY LN, Midwest City, OK, 73130 | Ward Christopher | B-25-2836 | |
| 10/27/25 | 1613 HAVEN DR, Midwest City, OK, 73130 | Ward Chris | B-25-2811 | |
| 10/28/25 | 13115 RED OAK DR, Midwest City, OK, 73020 | Ward Christopher | B-25-2843 | |

| | | | | |
|----------|--|--------------|-----------|-------------|
| 10/29/25 | 1316 HICKORY LN, Midwest City, OK, 73110 | Rita Wiggins | B-25-2815 | \$11,871.00 |
|----------|--|--------------|-----------|-------------|

\$189,143.00

Res General Plumbing Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---|---------------------------------|---------------|--------------|
| 10/1/25 | 3201 N GLENOAKS DR, Midwest City, OK, 73110 | Jason Brady | B-25-2562 | \$3,440.50 |
| 10/1/25 | 520 Monroney. Dr | Daniel Chesnut | B-25-2582 | \$0.00 |
| 10/1/25 | 3728 ROLLING LN, Midwest City, OK, 73110 | MARIAN BENDER | B-25-2583 | \$3,110.00 |
| 10/1/25 | 11413 LESLIE BEACHLER LN, Midwest City, OK, 73130 | Kylie Grimes | B-25-2584 | \$10,000.00 |
| 10/1/25 | 9405 NE 12TH ST, 73130 | MARIAN BENDER | B-25-2590 | \$4,140.00 |
| 10/2/25 | 6000 SE 9TH ST, Midwest City, OK, 73110 | Rita Wiggins | B-25-2602 | \$2,577.00 |
| 10/2/25 | 2301 SANDRA DR, Midwest City, OK, 73110 | Adam Davis | B-25-2604 | |
| 10/6/25 | 200 COUNTRY CLUB CIR, 73110 | JON HILL | B-25-2609 | |
| 10/6/25 | 1401 EVERGREEN CIR, 73110 | Marian Bender | B-25-2618 | \$0.00 |
| 10/7/25 | 10014 Caton Pl. | Daniel Chesnut | B-25-2566 | \$0.00 |
| 10/8/25 | 316 E FAIRCHILD DR, Midwest City, OK, 73110 | russell baumann | B-25-2630 | \$6,000.00 |
| 10/8/25 | 3728 ROLLING LN, MIDWEST CITY, OK, 0 | marian bender | B-25-2651 | \$1,350.00 |
| 10/8/25 | 729 E STEED DR, Midwest City, OK, 73110 | Brandon Stanley | B-25-2647 | \$0.00 |
| 10/9/25 | 1028 HICKORY LN, Midwest City, OK, 73110 | wiggys plumbing and heating inc | B-25-2672 | \$0.00 |
| 10/9/25 | 11642 TYSON CT, Midwest City, OK, 73130 | wiggys plumbing and heating inc | B-25-2669 | \$0.00 |
| 10/9/25 | 2040 WEBSTER ST, Midwest City, OK, 73130 | Gerald Convery Jr | B-25-2666 | \$750.00 |
| 10/10/25 | 1701 N POST RD, 73130 | Mark wheaton | B-25-2683 | \$3,600.00 |
| 10/13/25 | 2103 AVERY AVE, 73130 | RUSSELL, SCOTT | B-25-2687 | \$0.00 |
| 10/13/25 | 2936 TREIGHT CREEK LN, 73110 | Colter R Nolan | B-25-2695 | |
| 10/13/25 | 411 TEXAS AVE, Midwest City, OK, 73130 | MARIAN BENDER | B-25-2701 | \$950.44 |
| 10/13/25 | 9700 NE 2ND ST, Midwest City, OK, 73130 | AARON BOREN | B-25-2702 | |
| 10/13/25 | 7801 NE 10TH ST, 73110 | Will McConnell | B-25-2703 | |
| 10/14/25 | 3707 BELLA VISTA, Midwest City, OK, 73110 | wiggys plumbing and heating inc | B-25-2718 | |
| 10/14/25 | 1417 MARYDALE AVE, Midwest City, OK, 73130 | Bridgette m Curtis m Curtis | B-25-2721 | \$14,785.00 |
| 10/15/25 | 2428 APPLE WAY, Midwest City, OK, 73130 | Kylie Grimes | B-25-2709 | \$2,000.00 |
| 10/16/25 | 290 WINDSOR WAY, 73110 | Jennifer Kipp | B-25-2738 | \$500.00 |
| 10/16/25 | 137 W STEED DR, Midwest City, OK, 73110 | Marian Bender | B-25-2742 | \$4,650.00 |
| 10/16/25 | 3425 GLENVALLEY DR, Midwest City, OK, 73110 | Aurora Nicholson | B-25-2743 | \$1,500.00 |
| 10/17/25 | 1413 NOTTOWAY DR, Midwest City, OK, 73130 | Kylie Grimes | B-25-2736 | \$3,000.00 |
| 10/20/25 | 309 COUNTRY CLUB TER, 73110 | Jennifer Kipp | B-25-2756 | \$500.00 |
| 10/20/25 | 9929 HUNTERS RUN, Midwest City, OK, 73130 | Bridgette m Curtis | B-25-2761 | \$12,500.00 |
| 10/20/25 | 3105 BELLA VISTA, Midwest City, OK, 73110 | Brandon Stanley | B-25-2763 | |
| 10/21/25 | 1417 STONECROP DR, Midwest City, OK, 73110 | Houston Story | B-25-2762 | \$10,000.00 |
| 10/21/25 | 1415 Stonecrop | Houston Story | B-25-2764 | \$10,000.00 |

| | | | | |
|----------|--|---------------------------------|-----------|---------------------|
| 10/21/25 | 1419 STONECROP DR, Midwest City, OK, 73110 | Houston Story | B-25-2765 | \$10,000.00 |
| 10/21/25 | 1421 STONECROP DR, Midwest City, OK, 73110 | Houston Story | B-25-2766 | \$10,000.00 |
| 10/21/25 | 500 CROSBY BLVD, Midwest City, OK, 73110 | Stacey Coe | B-25-2767 | \$5,170.00 |
| 10/21/25 | 379 CAMBRIDGE RD, 73130 | Gerald Convery Jr | B-25-2773 | \$75.00 |
| 10/23/25 | 438 BABB DR, 73110 | Larry Douglas | B-25-2805 | |
| 10/23/25 | 436 BABB DR, 73110 | Larry Douglas | B-25-2804 | |
| 10/23/25 | 8405 WATERLEAF CT, 73110 | Colter R Nolan | B-25-2794 | \$0.00 |
| 10/23/25 | 4028 LOCUST DR, Midwest City, OK, 73110 | Michael Watson | B-25-2812 | |
| 10/23/25 | 8403 WATERLEAF CT, 73110 | Colter R Nolan | B-25-2795 | \$0.00 |
| 10/27/25 | 117 W GLENHAVEN DR, Midwest City, OK, 73110 | wiggys plumbing and heating inc | B-25-2806 | \$0.00 |
| 10/27/25 | 11712 LORENE AVE, Midwest City, OK, 73130 | Holly Ray | B-25-2803 | \$10,831.96 |
| 10/27/25 | 2921 MOCKINGBIRD LN, Midwest City, OK, 73110 | Roto-Rooter Plumbing | B-25-2796 | \$0.00 |
| 10/27/25 | 9626 SE 6TH ST, Midwest City, OK, 73130 | Red Plains Plumbing | B-25-2831 | |
| 10/27/25 | 9312 NAWASSA DR, 73130 | MARIAN BENDER | B-25-2799 | \$2,180.00 |
| 10/27/25 | 615 FRIENDLY RD, 73130 | David Wallar | B-25-2841 | \$0.00 |
| 10/28/25 | 1001 MEADOWVALE DR, 73110 | Jennifer Kipp | B-25-2814 | \$500.00 |
| 10/29/25 | 6021 SE 6TH ST, Midwest City, OK, 73110 | Rita Wiggins | B-25-2849 | \$15,920.00 |
| 10/29/25 | 9704 LYRIC LN, Midwest City, OK, 73130 | Jennifer Kipp | B-25-2847 | \$500.00 |
| 10/30/25 | 9429 NE 28TH ST, 73141 | Autumn Jefferson | B-25-2881 | |
| 10/30/25 | 304 BLUEBIRD DR, Midwest City, OK, 73110 | Brenan Hutton | B-25-2835 | \$1,500.00 |
| 10/30/25 | 11639 TYSON CT, Midwest City, OK, 73130 | Darryl Farrow | B-25-2873 | \$0.00 |
| 10/31/25 | 201 W STEED DR, Midwest City, OK, 73110 | Greg Mullin | B-25-2880 | |
| | | | | \$152,029.90 |

Res Multi-Fam Remodel Bldg Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--|---------------------------|---------------|--------------------|
| 10/23/25 | 327 N MIDWEST BLVD, #323 # 327 Midwest City, OK, 73110 | MBR Construction Electric | B-25-2156 | \$80,000.00 |
| | | | | \$80,000.00 |

Res New Const Electrical Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--|------------------|---------------|--------------|
| 10/13/25 | 3425 GLENVALLEY DR, Midwest City, OK, 73110 | Brian Talley | B-25-2700 | |
| 10/14/25 | 2554 TURTLE WAY, Midwest City, OK, 73130 | Lisa Skipper | B-25-2708 | |
| 10/14/25 | 2400 FOREST GLEN DR, Midwest City, OK, 73020 | Lisa Skipper | B-25-2707 | |
| 10/24/25 | 2947 TREIGHT CREEK LN, 73110 | JUSTIN SEATON | B-25-2824 | \$0.00 |
| 10/24/25 | 2935 TREIGHT CREEK LN, 73110 | JUSTIN SEATON | B-25-2818 | \$0.00 |
| 10/24/25 | 2936 TREIGHT CREEK LN, 73110 | JUSTIN SEATON | B-25-2820 | |
| 10/24/25 | 2944 TREIGHT CREEK LN, Midwest City, OK, 73110 | JUSTIN SEATON | B-25-2822 | \$0.00 |
| 10/24/25 | 2937 TREIGHT CREEK LN, 73110 | JUSTIN SEATON | B-25-2819 | \$0.00 |
| 10/24/25 | 2938 TREIGHT CREEK LN, 73110 | JUSTIN SEATON | B-25-2821 | \$0.00 |
| 10/24/25 | 2946 TREIGHT CREEK LN, 73110 | JUSTIN SEATON | B-25-2823 | |
| 10/24/25 | 2949 TREIGHT CREEK LN, 73110 | JUSTIN SEATON | B-25-2825 | \$0.00 |
| 10/27/25 | 512 E ERCOUCPE DR, Midwest City, OK, 73110 | Michele Hartman | B-25-2793 | \$6,995.00 |

10/30/25 304 BLUEBIRD DR, Midwest City, OK, sam B-25-2866
73110

\$6,995.00

Res New Const Mechanical Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--|------------------|---------------|--------------|
| 10/2/25 | 10037 PRIMROSE LN, Midwest City, OK, 73130 | Wendy | B-25-2606 | |
| 10/7/25 | 2931 TREIGHT CREEK LN, MIDWEST CITY, OK, 73110 | Toby Spain | B-25-2619 | \$4,800.00 |
| 10/7/25 | 2933 TREIGHT CREEK LN, MIDWEST CITY, OK, 73110 | Toby Spain | B-25-2620 | \$4,800.00 |
| 10/7/25 | 2935 TREIGHT CREEK LN, MIDWEST CITY, OK, 73110 | Toby Spain | B-25-2625 | \$4,800.00 |
| 10/7/25 | 2937 TREIGHT CREEK LN, MIDWEST CITY, OK, 73110 | Toby Spain | B-25-2626 | \$4,800.00 |
| 10/15/25 | 13201 RED OAK DR, Midwest City | Rachel Harrelson | B-25-2692 | |
| 10/29/25 | 2550 TURTLE WAY, MIDWEST CITY, OK, 73130 | Justin Dirks | B-25-2838 | |

\$19,200.00

Res New Const Plumbing Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--|---------------------|---------------|--------------|
| 10/2/25 | 2550 TURTLE WAY, Midwest City, OK, 73130 | Meegan Holman | B-25-2592 | |
| 10/2/25 | 2545 TURTLE WAY, Midwest City, OK, 73130 | Meegan Holman | B-25-2594 | |
| 10/8/25 | 9309 SE 29TH ST, Midwest City, OK, 73130 | Sammy DeJarnett | B-25-2654 | |
| 10/9/25 | 2400 FOREST GLEN DR, MIDWEST CITY, OK, 73020 | christopher sissons | B-25-2680 | |
| 10/13/25 | 2938 TREIGHT CREEK LN, Midwest City, OK, 73110 | Colter R Nolan | B-25-2697 | |
| 10/13/25 | 2940 TREIGHT CREEK LN, Midwest City, OK, 73110 | Colter R Nolan | B-25-2698 | |
| 10/13/25 | 2942 TREIGHT CREEK LN, Midwest City, OK, 73110 | Colter R Nolan | B-25-2699 | |
| 10/15/25 | 1100 N RED BUD DR, 73110 | ROBBY VINCENT | B-25-2685 | |

Res Patio Cover Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--|--------------------|---------------|--------------|
| 10/9/25 | 2405 CATTAIL CT, MIDWEST CITY, OK, 73130 | Abigail McCalister | B-25-2615 | \$5,914.00 |

\$5,914.00

Res Roofing Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---|---|---------------|--------------|
| 10/1/25 | 11216 STONE RIDGE LN, Midwest City, OK, 73130 | Premier Roofing | B-25-2485 | \$11,100.00 |
| 10/1/25 | 2563 CROSSCUT LN, Midwest City, OK, 73020 | CANTRELL EXTERIOR FINISHES LLC | B-25-2588 | \$34,000.00 |
| 10/1/25 | 1259 THREE OAKS CIR, Midwest City, OK, 73130 | Maya Victor | B-25-2589 | \$34,000.00 |
| 10/2/25 | 508 N MARSHALL DR, Midwest City, OK, 73110 | Parker Brothers Construction and Roofing inc. | B-25-2596 | \$8,699.00 |
| 10/2/25 | 8410 SE 17TH ST, Midwest City, OK, 73110 | Parker Brothers Construction and Roofing inc. | B-25-2597 | \$18,800.00 |
| 10/2/25 | 8811 FAIRFIELD GREENS DR, Midwest City, OK, 73110 | Parker Brothers Construction and Roofing inc. | B-25-2598 | \$14,897.00 |

| | | | | |
|----------|---|---|-----------|-------------|
| 10/2/25 | 8813 FAIRFIELD GREENS DR, Midwest City, OK, 73110 | Parker Brothers Construction and Roofing inc. | B-25-2599 | \$14,416.00 |
| 10/2/25 | 3420 ROLLING LN, Midwest City, OK, 73110 | Fancy Shields | B-25-2607 | \$9,000.00 |
| 10/8/25 | 604 CROSBY BLVD, Midwest City, OK, 73110 | Teresa Lehman | B-25-2617 | \$15,000.00 |
| 10/8/25 | 200 BELL DR, Midwest City, OK, 73110 | HEINTZELMAN CONSTRUCTION & ROOFING LLC | B-25-2646 | \$12,000.00 |
| 10/8/25 | 109 COUNTRY CLUB CIR, Midwest City, OK, 73110 | Anderson, Andy | B-25-2652 | \$11,128.00 |
| 10/8/25 | 2335 SHELL DR, Midwest City, OK, 73130 | Lumpkin, Steven | B-25-2663 | \$17,980.00 |
| 10/9/25 | 326 E ERCOUPE DR, Midwest City, OK, 73110 | Eddie Myers | B-25-2668 | \$12,000.00 |
| 10/9/25 | 217 CHAUCER CRESCENT, Midwest City, OK, 73130 | Michael Beck | B-25-2661 | \$17,734.00 |
| 10/9/25 | 1101 CAROLYN DR, Midwest City, OK, 73110 | HEINTZELMAN CONSTRUCTION & ROOFING LLC | B-25-2648 | \$22,000.00 |
| 10/9/25 | 609 MARGENE DR, Midwest City, OK, 73130 | Jody and Rebecca Dixon | B-25-2645 | \$43,000.00 |
| 10/9/25 | 812 HALLOW OAK CT, Midwest City, OK, 73130 | Parker Brothers Construction and Roofing inc. | B-25-2676 | \$12,287.00 |
| 10/13/25 | 2806 DEL REY CIR, Midwest City, OK, 73110 | Tristan Ullstrom | B-25-2693 | \$20,000.00 |
| 10/13/25 | 3652 Rolling Lane Circle Midwest City, OK 73110 | Carley McCollum | B-25-2684 | \$20,000.00 |
| 10/14/25 | 12210 TUSCANY RIDGE RD, Midwest City, OK, 73130 | Todd Cantrell | B-25-2713 | \$0.00 |
| 10/14/25 | 508 CARDINAL PL, 73130 | Adam Bradshaw | B-25-2716 | \$15,000.00 |
| 10/14/25 | 2116 FELIX PL, 73110 | 3 Dimensional Roofing | B-25-2727 | \$10,800.00 |
| 10/15/25 | 10301 SE 12TH ST, Midwest City, OK, 73130 | Frances Tabler | B-25-2679 | \$7,000.00 |
| 10/15/25 | 222 CAMBRIDGE DR, Midwest City, OK, 73110 | Amanda Yanase | B-25-2705 | \$13,500.00 |
| 10/15/25 | 2308 W GLENHAVEN DR, Midwest City, OK, 73110 | SUPERIOR EXTERIOR INSURANCE RESTORATION LLC | B-25-2734 | \$10,000.00 |
| 10/15/25 | 323 W SILVERWOOD DR, Midwest City, OK, 73110 | SUPERIOR EXTERIOR INSURANCE RESTORATION LLC | B-25-2735 | \$7,000.00 |
| 10/15/25 | 9713 HARMONY DR, Midwest City, OK, 73130 | Cassie Shannon | B-25-2704 | \$11,205.00 |
| 10/17/25 | 717 PALMER DR, Midwest City, OK, 73110 | Carley McCollum | B-25-2760 | \$14,000.00 |
| 10/20/25 | 1310 SEAN CT, Midwest City, OK, 73110 | Ollie Hicks | B-25-2755 | \$8,800.00 |
| 10/20/25 | 3305 N HOLMAN CT, Midwest City, OK, 73110 | FRONTLINE EXTERIOR SOLUTIONS | B-25-2723 | \$10,000.00 |
| 10/20/25 | 11553 VILLAGE AVE, Midwest City, OK, 73130 | Parker Brothers Construction and Roofing inc. | B-25-2753 | \$18,000.00 |
| 10/23/25 | 316 E FAIRCHILD DR, Midwest City, OK, 73110 | Parker Brothers Construction and Roofing inc. | B-25-2798 | \$7,075.00 |
| 10/28/25 | 2116 WINDSONG DR, 73130 | Von Kendrick | B-25-2829 | \$68,000.00 |
| 10/28/25 | 12100 JAYCIE CIR, Midwest City, OK, 73130 | SALAZAR ROOFING & CONST MIGUEL SALAZAR | B-25-2862 | \$39,000.00 |
| 10/28/25 | 309 E JARMAN DR, Midwest City, OK, 73110 | SALAZAR ROOFING & CONST MIGUEL SALAZAR | B-25-2840 | \$11,000.00 |
| 10/29/25 | 11516 SURREY LN, Midwest City, OK, 73130 | SALAZAR ROOFING & CONSTRUCTION, INC | B-25-2877 | \$48,524.00 |
| 10/29/25 | 11524 SHEFFIELD ST, Midwest City, OK, 73130 | SALAZAR ROOFING & CONST MIGUEL SALAZAR | B-25-2874 | \$14,484.00 |

| | | | | |
|----------|---|---|-----------|---------------------|
| 10/30/25 | 918 LOCUST DR, 73110 | Tyler Major | B-25-2889 | \$11,000.00 |
| 10/30/25 | 3029 SHADYBROOK DR, Midwest City, OK, 73110 | Tyler Major | B-25-2890 | \$25,000.00 |
| 10/30/25 | 12070 JAYCIE CIR, Midwest City, OK, 73130 | Owen Clymer | B-25-2888 | \$42,500.00 |
| 10/31/25 | 4300 MEADOWPARK DR, Midwest City, OK, 73110 | Parker Brothers Construction and Roofing inc. | B-25-2918 | \$0.00 |
| | | | | \$739,929.00 |

Res Single-Fam New Const Bldg Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---|-----------------------|---------------|---------------------|
| 10/7/25 | 543 N WESTMINSTER RD, Midwest City, OK, 73130 | Chris & Kassidy White | B-25-2342 | \$400,000.00 |
| 10/8/25 | 10032 PRIMROSE LN, Midwest City, OK, 73130 | SWM & SONS | B-25-2161 | \$405,000.00 |
| 10/21/25 | 280 WINDSOR WAY, Midwest City, OK, 73110 | adolfo flores | B-25-2474 | \$180,000.00 |
| | | | | \$985,000.00 |

Res Storm Shelter Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--|--------------------|---------------|--------------------|
| 10/9/25 | 9221 ORANGE DR, Midwest City, OK, 73130 | Celina Mendoza | B-25-2577 | \$3,050.00 |
| 10/10/25 | 12517 NATIVE HILL DR, 73020 | Renay Reed | B-25-2616 | \$4,000.00 |
| 10/16/25 | 9408 EMILY LN, Midwest City, OK, 73130 | Kristi Charron | B-25-2722 | \$3,300.00 |
| 10/20/25 | 3409 SYCAMORE DR, Midwest City, OK, 73110 | Savannah Alvarez | B-25-2002 | \$5,900.00 |
| 10/20/25 | 3409 SYCAMORE DR, Midwest City, OK, 73110 | Jacob Alvarez | B-25-2002 | \$5,900.00 |
| 10/23/25 | 2137 NATIVE DANCER DR, Midwest City, OK, 73020 | Arrington Jacobsen | B-25-2776 | \$0.00 |
| | | | | \$22,150.00 |

zzRes House Moving (In) Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|------------------------------|-------------------------|---------------|---------------------|
| 10/10/25 | 10301 SE 29TH ST, 608, 73130 | TRUCKWORKS INC | B-25-2681 | \$70,000.00 |
| 10/17/25 | 10301 SE 29TH ST, 412, 73130 | BENNETT TRUCK TRANSPORT | B-25-2754 | \$70,000.00 |
| | | | | \$140,000.00 |

Grand Total: \$8,254,246.82



100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 10/1/2025 to 10/31/2025

| <u>Inspection Description</u> | <u>Count</u> |
|--|--------------|
| Accessory Bldg Inspection | 2 |
| Building/Electrical General Inspection | 5 |
| Buildings - CO Inspection & Sign Off | 7 |
| Com Duct Smoke Detector Test/Inspection (Building) | 1 |
| Com Duct Smoke Detector Test/Inspection (Fire Marshal) | 1 |
| Com Electrical Ceiling Inspection | 2 |
| Com Electrical Final Inspection | 4 |
| Com Electrical Ground Inspection | 1 |
| Com Electrical Rough-in Inspection | 5 |
| Com Electrical Rough-in Reinspection | 1 |
| Com Electrical Service Inspection | 1 |
| Com Electrical Service Reinspection | 1 |
| Com Electrical Wall Inspection | 1 |
| Com Fire Sprinkler Final Inspection | 1 |
| Com Fire Sprinkler Rough Inspection | 2 |
| Com Footing & Building Setback Inspection | 5 |
| Com Framing Inspection | 6 |
| Com Gas Piping Inspection | 9 |
| Com Gas Piping Reinspection | 5 |
| Com Grease Trap Final Inspection | 2 |
| Com Grease Trap Rough Inspection (Building) | 2 |
| Com Grease Trap Rough Inspection (Line Maintenance) | 2 |
| Com Grease Trap Rough Reinspection (Line Maintenance) | 2 |
| Com Hood Suppression Inspection | 1 |
| Com Mechanical Ceiling Inspection | 2 |
| Com Mechanical Final Inspection | 1 |
| Com Mechanical Final Reinspection | 1 |
| Com Mechanical Rough-in Inspection | 2 |
| Com Plumbing Final Reinspection | 1 |
| Com Plumbing Ground Inspection | 2 |
| Com Plumbing Rough-in Inspection | 6 |
| Com Plumbing Rough-in Reinspection | 1 |
| Com Roofing Inspection | 1 |
| Com Sewer Service Inspection | 5 |
| Com Sewer Service Reinspection | 1 |
| Com Vent Hood Final Inspection (Building) | 1 |
| Com Vent Hood Final Inspection (Fire Marshal) | 1 |
| Com Water Service Line Inspection | 4 |
| Commercial Meter Tap Inspection | 1 |
| Electrical Generator Inspection | 2 |
| Engineering Site Inspection (1-2 Residential) | 6 |
| Fire - CO Inspection & Sign Off | 11 |
| Fire - CO Reinspection & Sign Off | 1 |
| Flush Below (Fire) | 1 |
| General Inspection | 3 |

| | |
|---|----|
| Hot Water Tank Inspection | 22 |
| Hot Water Tank Reinspection | 4 |
| Hydro Test Above (Fire) | 2 |
| Irrigation System Inspection | 1 |
| Mechanical Change Out Inspection | 14 |
| Mechanical Change Out Reinspection | 3 |
| Patio / Pad Inspection | 1 |
| Placard Issued | 1 |
| Planning - CO Inspection & Sign Off | 26 |
| Pre-Con Site Inspection/Meeting | 3 |
| Res Building Final Inspection | 22 |
| Res Carport Inspection | 1 |
| Res Drainage1 Inspection | 10 |
| Res Drainage2 Inspection | 10 |
| Res Drainage5 Inspection | 10 |
| Res Driveway Inspection | 19 |
| Res Electrical Final Inspection | 24 |
| Res Electrical Final Reinspection | 7 |
| Res Electrical Pool Bonding Inspection | 1 |
| Res Electrical Rough-in Inspection | 15 |
| Res Electrical Rough-in Reinspection | 4 |
| Res Electrical Service Inspection | 28 |
| Res Electrical Service Reinspection | 2 |
| Res Fence Inspection | 4 |
| Res Footing & Building Setback Inspection | 30 |
| Res Footing & Building Setback Reinspection | 2 |
| Res Framing Inspection | 20 |
| Res Framing Reinspection | 3 |
| Res Gas Meter Inspection | 8 |
| Res Gas Meter Reinspection | 2 |
| Res Gas Piping Inspection | 16 |
| Res Gas Piping Reinspection | 4 |
| Res Insulation Inspection | 10 |
| Res Mechanical Final Inspection | 15 |
| Res Mechanical Final Reinspection | 8 |
| Res Mechanical Rough-in Inspection | 16 |
| Res Mechanical Rough-in Reinspection | 1 |
| Res Plumbing Final Inspection | 18 |
| Res Plumbing Final Reinspection | 1 |
| Res Plumbing Ground Inspection | 11 |
| Res Plumbing Rough-in Inspection | 11 |
| Res Plumbing Rough-in Reinspection | 2 |
| Res Retaining Wall Final Inspection | 2 |
| Res Retaining Wall Inspection | 2 |
| Res Roofing Inspection | 10 |
| Res Roofing Reinspection | 4 |
| Res Sewer Service Inspection | 17 |
| Res Solar Final Inspection | 2 |
| Res Storm Shelter Inspection | 3 |
| Res Temporary Electrical Pole Inspection | 4 |
| Res Temporary Electrical Pole Reinspection | 1 |
| Res Termite Inspection | 13 |
| Res Water Service Line Inspection | 16 |
| Res Water Service Line Reinspection | 1 |
| Residential Meter Tap Inspection | 24 |
| Residential Meter Tap Reinspection | 3 |
| Sewer Cap/Cave Inspection | 4 |

| | |
|--|-----|
| Stormwater Site Inspection (Residential) | 10 |
| Stormwater Site Reinspection (Residential) | 1 |
| Utilities - CO Inspection & Sign Off | 12 |
| Utilities Site Inspection (Residential) | 16 |
| Utilities Site Reinspection (Residential) | 3 |
| <hr/> | |
| Total Number of Inspections: | 683 |



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: December 9, 2025

RE: Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager.

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of October 2025, which is the fourth (4) period of FY 2025/2026.

Troy Bradley, Human Resources Director

| FISCAL YEAR 2025-2026 | Jul-24 | Aug-24 | Sep-24 | Oct-24 | Nov-24 | Dec-24 | Jan-25 | Feb-25 | Mar-25 | Apr-25 | May-25 | Jun-25 |
|---------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| PLAN INCOME | | | | | | | | | | | | |
| Projected Budgeted (MTD) | 968,983 | 968,983 | 968,983 | 968,983 | 968,983 | 968,983 | 968,983 | 968,983 | 968,983 | 968,983 | 968,983 | 968,983 |
| Actual (MTD) | 925,863 | 946,617 | 954,697 | 937,766 | | | | | | | | |
| Projected Budgeted (YTD) | 968,983 | 1,937,966 | 2,906,949 | 3,875,932 | 4,844,915 | 5,813,898 | 6,782,881 | 7,751,864 | 8,720,847 | 9,689,830 | 10,658,813 | 11,627,796 |
| Actual (YTD) | 925,863 | 1,872,480 | 2,827,177 | 3,764,943 | | | | | | | | |
| | | | | | | | | | | | | |
| PLAN CLAIMS/ADMIN COSTS | Jul-24 | Aug-24 | Sep-24 | Oct-24 | Nov-24 | Dec-24 | Jan-25 | Feb-25 | Mar-25 | Apr-25 | May-25 | Jun-25 |
| Projected Budgeted (MTD) | 885,720 | 885,720 | 1,107,150 | 885,720 | 885,720 | 1,107,150 | 885,720 | 885,720 | 1,107,150 | 885,720 | 885,720 | 1,107,150 |
| Actual (MTD) | 823,840 | 1,321,553 | 1,048,759 | 1,023,119 | | | | | | | | |
| Projected Budgeted (YTD) | 885,720 | 1,771,440 | 2,878,590 | 3,764,310 | 4,650,030 | 5,757,180 | 6,642,900 | 7,528,620 | 8,635,770 | 9,521,490 | 10,407,210 | 11,514,360 |
| Actual (YTD) | 823,840 | 2,145,393 | 3,194,152 | 4,217,271 | | | | | | | | |
| | | | | | | | | | | | | |
| EXCESS INCOME vs. EXPENDITURES | Jul-24 | Aug-24 | Sep-24 | Oct-24 | Nov-24 | Dec-24 | Jan-25 | Feb-25 | Mar-25 | Apr-25 | May-25 | Jun-25 |
| Projected Budgeted (MTD) | 83,263 | 83,263 | -138,167 | 83,263 | 83,263 | -138,167 | 83,263 | 83,263 | -138,167 | 83,263 | 83,263 | -138,167 |
| Actual (MTD) | 102,023 | -374,936 | -94,062 | -85,353 | | | | | | | | |
| Projected Budgeted (YTD) | 83,263 | 166,526 | 28,359 | 111,622 | 194,885 | 56,718 | 139,981 | 223,244 | 85,077 | 168,340 | 251,603 | 113,436 |
| Actual (YTD) | 102,023 | -272,913 | -366,975 | -452,328 | | | | | | | | |
| | | | | | | | | | | | | |
| FISCAL YEAR 2024-2025 | Jul-24 | Aug-24 | Sep-24 | Oct-24 | Nov-24 | Dec-24 | Jan-25 | Feb-25 | Mar-25 | Apr-25 | May-25 | Jun-25 |
| PLAN INCOME | | | | | | | | | | | | |
| Projected Budgeted (MTD) | 963,681 | 963,681 | 963,681 | 963,681 | 963,681 | 963,681 | 963,681 | 963,681 | 963,681 | 963,681 | 963,681 | 963,681 |
| Actual (MTD) | 1,438,404 | 897,547 | 910,732 | 1,029,474 | 983,958 | 906,254 | 898,970 | 902,636 | 950,624 | 876,782 | 927,455 | 935,273 |
| Projected Budgeted (YTD) | 963,681 | 1,927,362 | 2,891,043 | 3,854,724 | 4,818,405 | 5,782,086 | 6,745,767 | 7,709,448 | 8,673,129 | 9,636,810 | 10,600,491 | 11,564,172 |
| Actual (YTD) | 1,438,404 | 2,335,951 | 3,246,683 | 4,276,157 | 5,260,115 | 6,166,369 | 7,065,339 | 7,967,975 | 8,918,599 | 9,795,381 | 10,722,836 | 11,658,109 |
| | | | | | | | | | | | | |
| PLAN CLAIMS/ADMIN COSTS | Jul-24 | Aug-24 | Sep-24 | Oct-24 | Nov-24 | Dec-24 | Jan-25 | Feb-25 | Mar-25 | Apr-25 | May-25 | Jun-25 |
| Projected Budgeted (MTD) | 1,066,931 | 853,545 | 1,066,931 | 853,545 | 853,545 | 1,066,931 | 853,545 | 853,545 | 1,066,931 | 853,545 | 853,545 | 1,066,931 |
| Actual (MTD) | 739,422 | 896,199 | 1,040,618 | 888,177 | 960,024 | 1,039,942 | 979,095 | 929,105 | 938,811 | 808,945 | 1,028,454 | 922,187 |
| Projected Budgeted (YTD) | 1,066,931 | 1,920,476 | 2,987,407 | 3,840,952 | 4,694,497 | 5,761,428 | 6,614,973 | 7,468,518 | 8,535,449 | 9,388,994 | 10,242,539 | 11,309,470 |
| Actual (YTD) | 739,422 | 1,635,621 | 2,676,239 | 3,564,416 | 4,524,440 | 5,564,382 | 6,543,477 | 7,472,582 | 8,411,393 | 9,220,338 | 10,248,792 | 11,170,979 |
| | | | | | | | | | | | | |
| EXCESS INCOME vs. EXPENDITURES | Jul-24 | Aug-24 | Sep-24 | Oct-24 | Nov-24 | Dec-24 | Jan-25 | Feb-25 | Mar-25 | Apr-25 | May-25 | Jun-25 |
| Projected Budgeted (MTD) | -103,250 | 110,136 | -103,250 | 110,136 | 110,136 | -103,250 | 110,136 | 110,136 | -103,250 | 110,136 | 110,136 | -103,250 |
| Actual (MTD) | 698,982 | 1,348 | -129,886 | 141,297 | 23,934 | -133,688 | -80,125 | -26,469 | 11,813 | 67,837 | -100,999 | 13,086 |
| Projected Budgeted (YTD) | -103,250 | 6,886 | -96,364 | 13,772 | 123,908 | 20,658 | 130,794 | 240,930 | 137,680 | 247,816 | 357,952 | 254,702 |
| Actual (YTD) | 698,982 | 700,330 | 570,444 | 711,741 | 735,675 | 601,987 | 521,862 | 495,393 | 507,206 | 575,043 | 474,044 | 487,130 |
| | | | | | | | | | | | | |

October 4/FY 2026: \$2,375,913

October 4/FY 2025: \$3,052,855

October 4/FY 2024: \$2,473,285

October 4/FY 2023: \$2,362,931

*** HAD FIVE MONDAYS WITH REPORTED MEDICAL CLAIMS PAID***

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

DATE October 7 - 5:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on October 7, 2025 at 5:00 p.m., with the following members present:

Commissioners present: Jim Smith
Russell Smith *Chairman*
JD Collins
Rick Dawkins

Commissioners absent: Dean Hinton
Rick Rice
Jess Huskey

Staff present: Matthew Summers, Community Development Director
Julie Shannon, Planner III
Zamya Darthard, Planner II
Brylee Hester, Planner I
Patrick Menefee, City Engineer
Don Maisch, City Attorney

A. CALL TO ORDER

The meeting was called to order by Chairperson Russell Smith at 5:00 p.m.

B. MINUTES

A motion was made by Dawkins seconded by Collins, to approve the minutes of the September 2, 2025 Planning Commission meeting as presented.

Voting Aye: R. Smith, Dawkins, J. Smith, and Collins.

Nay: none.

Motion carried.

C. ANNOUNCEMENTS None.

D. DISCUSSION

1. (MP-00026) Public hearing, discussion, consideration, and possible action to approve a Minor Plat of MWC U-Haul for the property located at 7515 & 7525 SE 29th Street, Midwest City, Oklahoma.

Planner Zamya Darthard presented the item. The applicant's engineer, Purvi Patel, was available to answer questions and had no objections to the staff report.

A motion was made by Dawkins to approve item subject to all staff comments, seconded by Collins.

Voting aye: R. Smith, Collins, J. Smith, and Dawkins.

Nay: None.

Motion Carried.

E. COMMISSION DISCUSSION None.

F. PUBLIC DISCUSSION None.

G. FURTHER INFORMATION

Director Summers gave an update on the Comprehensive Plan. He said there would be another Steering Committee Meeting on Oct. 30th and that the draft document will come back to Planning Commission before it goes to City Council for approval in January.

Items will go to City Council on October 28th.

H. ADJOURNMENT

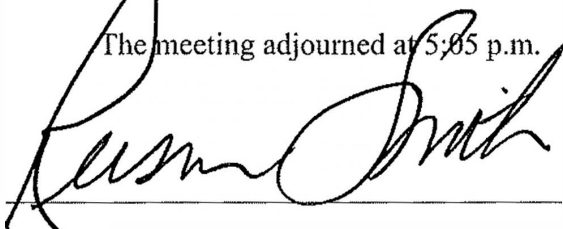
A motion to adjourn was made by Dawkins, Seconded by J. Smith.

Voting aye: R. Smith, Collins, J. Smith, and Dawkins.

Nay: None.

Motion Carried.

The meeting adjourned at 5:05 p.m.

A handwritten signature in black ink, appearing to read "Russell Smith", written over a horizontal line.

Chairman Russell Smith (*Chair*)
(js)



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
tcromar@midwestcityok.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director/ City Treasurer

DATE: December 9, 2025

SUBJECT: Review of the City Manager's Report for the month of October 2025.

The funds in October that experienced a significant change in fund balance from the September report are as follows:

| | |
|---|-------------|
| Capital Imp Rev Bond (250) decreased because of the payment for: | |
| 2019 bonds interest | <\$515,413> |
| MWC Hospital Authority (425) activities for October: | |
| Compounded Principal (9010) - unrealized gain on investment | \$1,618,157 |
| Discretionary (9050) - unrealized gain on investment | \$758,794 |

Tiatia Cromar
Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending October, 2025

(Unaudited)

| Fund Number | Fund Description | Assets | Liabilities | 6/30/2025 Fund Balance | Revenues | Expenditures | Gain or (Loss) | Fund Balance |
|-------------|------------------------------|------------|-------------|------------------------|------------|--------------|----------------|--------------|
| 9 | GENERAL GOVERNMENT SALES TAX | 10,806,361 | (2,396) | 10,698,872 | 1,147,892 | (1,042,799) | 105,093 | 10,803,965 |
| 10 | GENERAL | 15,186,120 | (128,278) | 14,881,636 | 15,532,109 | (15,355,904) | 176,205 | 15,057,841 |
| 13 | STREET AND ALLEY FUND | 2,207,645 | (15,114) | 2,116,708 | 187,911 | (112,088) | 75,823 | 2,192,531 |
| 14 | TECHNOLOGY FUND | 407,330 | (150) | 799,731 | 513,147 | (905,698) | (392,550) | 407,180 |
| 15 | STREET LIGHT FEE | 606,007 | - | 695,053 | 205,068 | (294,114) | (89,047) | 606,007 |
| 16 | REIMBURSED PROJECTS | 1,431,386 | (1,600) | 902,307 | 588,189 | (60,710) | 527,479 | 1,429,786 |
| 20 | MWC POLICE DEPARTMENT | 15,904,709 | (13) | 16,248,268 | 6,755,405 | (7,098,977) | (343,572) | 15,904,696 |
| 21 | POLICE CAPITALIZATION | 2,453,745 | - | 2,321,559 | 1,004,875 | (872,689) | 132,186 | 2,453,745 |
| 25 | JUVENILE FUND | 118,734 | - | 125,414 | 13,100 | (19,780) | (6,680) | 118,734 |
| 30 | POLICE STATE SEIZURES | 83,939 | - | 85,949 | 1,020 | (3,030) | (2,010) | 83,939 |
| 31 | SPECIAL POLICE PROJECTS | 93,685 | - | 92,543 | 1,142 | - | 1,142 | 93,685 |
| 35 | EMPLOYEE ACTIVITY FUND | 23,344 | - | 17,660 | 6,608 | (925) | 5,683 | 23,344 |
| 36 | JAIL | 309,908 | (200) | 313,718 | 29,783 | (33,793) | (4,010) | 309,708 |
| 37 | POLICE IMPOUND FEE | 155,729 | - | 153,924 | 12,041 | (10,236) | 1,805 | 155,729 |
| 40 | MWC FIRE DEPARTMENT | 10,296,547 | (6,407) | 10,334,533 | 5,222,330 | (5,266,723) | (44,393) | 10,290,140 |
| 41 | FIRE CAPITALIZATION | 3,238,725 | (3,745) | 3,122,389 | 309,915 | (197,324) | 112,591 | 3,234,981 |
| 45 | MWC WELCOME CENTER | 639,268 | - | 669,719 | 88,329 | (118,780) | (30,451) | 639,268 |
| 46 | CONV / VISITORS BUREAU | 987,635 | - | 911,480 | 162,352 | (86,196) | 76,156 | 987,635 |
| 60 | CAPITAL DRAINAGE IMP | 123,591 | - | 283,841 | 160,317 | (320,566) | (160,249) | 123,591 |
| 61 | STORM WATER QUALITY | 1,724,166 | (60,410) | 1,595,559 | 516,816 | (448,619) | 68,197 | 1,663,756 |
| 65 | STREET TAX FUND | 2,542,470 | - | 2,588,874 | 220,885 | (267,289) | (46,404) | 2,542,470 |
| 70 | EMERGENCY OPER FUND | 1,900,120 | (425) | 1,926,358 | 443,140 | (469,803) | (26,663) | 1,899,695 |
| 75 | PUBLIC WORKS ADMIN | 1,495,050 | (96) | 1,214,464 | 908,756 | (628,266) | 280,490 | 1,494,954 |
| 80 | INTERSERVICE FUND | 876,280 | (7,416) | 641,874 | 1,397,655 | (1,170,666) | 226,989 | 868,863 |
| 81 | SURPLUS PROPERTY | 879,489 | (660,601) | 207,245 | 26,307 | (14,665) | 11,642 | 218,888 |
| 115 | ACTIVITY FUND | 438,979 | (7,223) | 466,020 | 81,513 | (115,777) | (34,264) | 431,756 |
| 123 | PARK & RECREATION | 4,040,918 | (13,796) | 3,615,005 | 661,781 | (249,665) | 412,116 | 4,027,121 |
| 141 | COMM. DEV. BLOCK GRANT | 6,029 | - | 6,029 | 234,936 | (234,936) | - | 6,029 |
| 142 | GRANTS/HOUSING ACTIVITIES | 284,999 | (1,060) | 301,962 | 62,328 | (80,351) | (18,023) | 283,939 |
| 143 | GRANT FUNDS | 59,700 | 300 | 60,000 | 436,966 | (436,966) | - | 60,000 |
| 157 | CAPITAL IMPROVEMENTS | 10,695,682 | (212,317) | 9,616,479 | 1,759,533 | (892,646) | 866,887 | 10,483,365 |
| 172 | CAP. WATER IMP-WALKER | 1,978,321 | - | 1,655,017 | 496,262 | (172,958) | 323,304 | 1,978,321 |
| 178 | CONST LOAN PAYMENT REV | 6,447,441 | - | 5,898,441 | 780,998 | (231,998) | 549,000 | 6,447,441 |
| 184 | SEWER BACKUP FUND | 194,209 | - | 164,471 | 29,738 | - | 29,738 | 194,209 |
| 186 | SEWER CONSTRUCTION | 5,266,676 | (6,489) | 4,727,583 | 729,487 | (196,883) | 532,604 | 5,260,186 |

City of Midwest City
Financial Summary by Fund
for Period Ending October, 2025
(Unaudited)

| Fund Number | Fund Description | Assets | Liabilities | 6/30/2025 Fund Balance | Revenues | Expenditures | Gain or (Loss) | Fund Balance |
|-------------|---------------------------------|-------------|--------------|------------------------|------------|--------------|----------------|--------------|
| 187 | UTILITY SERVICES | 1,740,358 | (924) | 1,560,388 | 579,523 | (400,477) | 179,046 | 1,739,434 |
| 188 | CAP. SEWER IMP.-STROTH | 3,016,096 | - | 2,702,775 | 339,879 | (26,557) | 313,321 | 3,016,096 |
| 189 | UTILITIES CAPITAL OUTLAY | 3,561,360 | (119,768) | 3,309,134 | 132,459 | - | 132,459 | 3,441,593 |
| 190 | MWC SANITATION DEPARTMENT | 8,109,755 | (6,786) | 8,406,772 | 3,320,671 | (3,624,474) | (303,803) | 8,102,969 |
| 191 | MWC WATER DEPARTMENT | 9,394,808 | (3,287,698) | 5,939,110 | 3,741,619 | (3,573,618) | 168,001 | 6,107,111 |
| 192 | MWC SEWER DEPARTMENT | 7,940,554 | (12,340) | 7,641,806 | 3,744,420 | (3,458,012) | 286,408 | 7,928,214 |
| 193 | MWC UTILITIES AUTHORITY | 1,393,701 | - | 1,382,263 | 13,438 | (2,000) | 11,438 | 1,393,701 |
| 194 | DOWNTOWN REDEVELOPMENT | 382,943 | (1,172) | 380,048 | 4,582 | (2,859) | 1,723 | 381,772 |
| 195 | HOTEL/CONFERENCE CENTER | 293,731 | (755,014) | (523,806) | 1,307,711 | (1,245,189) | 62,522 | (461,284) |
| 196 | HOTEL 4% FF&E | 1,011,204 | - | 967,216 | 43,988 | - | 43,988 | 1,011,204 |
| 197 | JOHN CONRAD REGIONAL GOLF | 2,057,346 | (6,623) | 1,723,950 | 937,687 | (610,914) | 326,773 | 2,050,723 |
| 201 | URBAN RENEWAL AUTHORITY | 2,622,679 | - | 2,554,079 | 68,610 | (11) | 68,600 | 2,622,679 |
| 202 | RISK MANAGEMENT | 851,847 | - | 1,678,061 | 646,514 | (1,472,728) | (826,215) | 851,847 |
| 204 | WORKERS COMP | 3,530,093 | - | 3,642,975 | 335,110 | (447,992) | (112,882) | 3,530,093 |
| 220 | ANIMALS BEST FRIEND | 162,017 | (4,570) | 141,209 | 29,615 | (13,377) | 16,238 | 157,447 |
| 225 | HOTEL MOTEL FUND | - | - | - | 269,203 | (269,203) | - | - |
| 230 | CUSTOMER DEPOSITS | 1,448,034 | (1,448,034) | - | 18,223 | (18,223) | - | - |
| 235 | MUNICIPAL COURT | 85,995 | (85,995) | - | 1,110 | (1,110) | - | - |
| 240 | L & H BENEFITS | 2,434,810 | (52,140) | 2,835,074 | 3,758,463 | (4,210,867) | (452,404) | 2,382,670 |
| 250 | CAPITAL IMP REV BOND | 1,762,303 | (28,148,904) | (26,472,617) | 4,032,335 | (3,946,320) | 86,015 | (26,386,602) |
| 270 | 2018 ELECTION G.O. BOND | 1,996,877 | - | 2,266,069 | 56,190 | (325,382) | (269,192) | 1,996,877 |
| 271 | 2018 G.O. BONDS PROPRIETARY | 308,971 | - | 305,288 | 3,684 | - | 3,684 | 308,971 |
| 272 | 2022 ISSUE G.O. BOND | 884,835 | - | 906,819 | 10,818 | (32,802) | (21,984) | 884,835 |
| 310 | DISASTER RELIEF | 8,455,615 | (226,774) | 8,091,790 | 287,142 | (150,091) | 137,051 | 8,228,841 |
| 340 | REVENUE BOND SINKING FUND | - | - | - | 857,727 | (857,727) | - | - |
| 350 | G. O. DEBT SERVICES | 2,586,569 | (14,576) | 2,817,853 | 89,125 | (334,984) | (245,859) | 2,571,994 |
| 352 | SOONER ROSE TIF | 1,906,196 | - | 1,589,915 | 319,780 | (3,500) | 316,280 | 1,906,196 |
| 353 | ECONOMIC DEV AUTHORITY | 59,956,359 | (50,882,744) | 9,355,019 | 747,365 | (1,028,769) | (281,404) | 9,073,615 |
| 354 | NORTHSIDE TIF | 28,110 | (267,076) | (239,301) | 335 | - | 335 | (238,966) |
| 425-9010 | MWC HOSP AUTH-COMP PRINCIPAL | 116,191,295 | (4,013) | 115,727,316 | 6,893,709 | (6,433,738) | 459,971 | 116,187,287 |
| 425-9050 | MWC HOSP AUTH-DISCRETIONARY | 27,326,429 | (33,043) | 23,574,323 | 4,868,588 | (1,149,526) | 3,719,062 | 27,293,385 |
| 425-9060 | MWC HOSP IN LIEU OF/ROR/MISC | 11,304,117 | (32,613) | 11,304,646 | 10,066 | (43,208) | (33,142) | 11,271,504 |
| 425-9080 | MWC HOSP AUTH GRANTS | 1,149,439 | - | 569,062 | 580,377 | - | 580,377 | 1,149,439 |
| 425-9090 | MWC HOSP AUTH OPIOID SETTLEMENT | 1,429,228 | (4,122) | 1,407,942 | 17,334 | (169) | 17,165 | 1,425,107 |
| | TOTAL | 389,228,611 | (86,522,365) | 295,005,860 | 78,796,037 | (71,095,647) | 7,700,390 | 302,706,250 |

MINUTES OF MIDWEST CITY BOARD OF ADJUSTMENT REGULAR MEETING
April 15, 2025 – 5:00 P.M.

This regular meeting of the Midwest City Board of Adjustment was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on April 15, 2025. The following members were present:

Present: Jess Huskey, Chair
 Frank Young
 Charles McDade
 Cy Valanejad

Absent: Tammy Cook

Staff present: Matt Summers -- Community Development Director
 Cameron Veal – Planner I
 Julie Shannon – Planner III
 Don Maisch – City Attorney

The meeting was called to order by Huskey at 5:05 P.M.

A. MINUTES:

A motion was made by Young, seconded by McDade, to approve the minutes of the meeting of March 18, 2025, as presented.

Voting aye: Young, McDade & Huskey (Valanejad abstained due to absence.)

Nay: none.

Motion carried.

B. NEW MATTERS:

1. (BA-420) Public hearing, discussion, consideration, and possible action of any possible amendment of an application for a variance to the Midwest City Zoning Regulations, Section 5.3.2(F) – Minimum Parking Standards for Retail, Office, Manufacturing and Industrial, and Warehousing – concerning the requirement of one (1) parking space per 150 feet of Gross Leasable Area (GLA) for the property described as lot Six (6) in Block One (1) in FRANK SMITH'S SUBDIVISION, being part of the Northeast Quarter (NE/4) of Section Nine (9), Township Eleven North (11N), Range Two West (2W) of the Indian Meridian, Oklahoma County, being addressed as 2121 S Air Depot Road, Midwest City, Oklahoma.

Cameron Veal gave a brief overview of this item; adding that staff does not find an unnecessary hardship. The adjoining pawn shop verbally agreed to a shared parking agreement at the previous meeting. The applicant only produced one parking agreement with the Star KTV site

that was sent to staff after the packet deadline. Copies were distributed to the Board.

Huskey asked if a variance was granted, would it continue upon sale or change in occupancy. Staff confirmed that it would because it would demonstrate a parking deficiency. Valanejad asked if the building shared a lot or sat on one lot and asked about the ingress/egress. He also asked if anyone was there to represent the Pawn Shop. Director Summers confirmed that no one was there for the Pawn shop but that he had researched the hours of the Pawn Shop and found that they did not overlap with the hours of the applicant's business.

The applicant, business owner, was present but due to a language barrier, his representative, Nicolas Lee, addressed the Board members. Valanejad asked what goes on in the business and about the hours of the business. The applicant's representative confirmed that the hours would be 6:00 pm to 12:00 am. The uses include meeting space for the Asian Chamber of Commerce and pool tables. Huskey confirmed that even with the shared parking agreement that was submitted late, they did not have enough parking spaces. Even if the Pawn Shop agreed to share 8 spaces, the business still needed 14 in total and could not reach that number without conflicts with overlapping hours.

A motion was made by Young, seconded by McDade, to deny the request because all four criteria for a variance were not met. Valanejad gave a second chance for the applicant to share any other relevant information before he voted.

Voting aye: Young, McDade, Valanejad, Huskey

Voting nay: None.

Motion carried.

C. BOARD DISCUSSION: None

D. PUBLIC DISCUSSION: None.

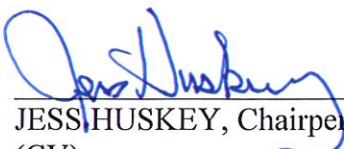
E. ADJOURN: A motion was made by Young, seconded by McDade, to adjourn the meeting.

Voting aye: Young, McDade, Valanejad, Huskey

Nay: none.

Motion carried.

The meeting adjourned at 5:27 P.M.



JESS HUSKEY, Chairperson
(CV)



Community Development Department
100 N. Midwest Blvd, Midwest City, OK

To: Honorable Mayor and Council
From: Matt Summers, Community Development Director
Date: December 9, 2025
Subject: (PC-2229) Public hearing, discussion, consideration, and possible action to approve a Special Use Permit to allow for the use of a Group Care Facility as defined in Section 4.3.14 of the Zoning Regulations for the development located at 9077 NE 13th Street, Midwest City, Oklahoma 73110.

The Applicant for agenda item PC-2229 requested by email on November 4, 2025, to withdraw this application.

No action is needed by City Council on this item.

Sincerely,

Matt Summers, AICP
Community Development Director



NEW BUSINESS/
PUBLIC DISCUSSION





MUNICIPAL AUTHORITY
AGENDA





MUNICIPAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

December 09, 2025 – 6:01 PM

Presiding members: Chairman Matthew Dukes

Trustee Vacant

Trustee Pat Byrne

Trustee Rita Maxwell

Trustee Marc Thompson

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Authority Attorney Don Maisch

A. **CALL TO ORDER.**

- B. **CONSENT AGENDA.** These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if there is not a unanimous consent, then the item(s) will be removed and heard in regular order.

1. Discussion, consideration, and possible action to approve the meeting minutes for October 28, 2025. (Secretary - S. Hancock)
2. Discussion, consideration, and possible action of declaring a 2022 Chevrolet Silverado 3500, VIN # 1GB4YSE7XNF186344 from the Line Maintenance Division of the Public Works Department as surplus and authorizing disposal by sealed bid, public auction or by other means as necessary. (Public Works - R. Paul Streets)

C. **DISCUSSION ITEMS.**

1. Discussion, consideration and possible action on a Resolution authorizing the issuance of not to exceed \$1,811,000.00 Midwest City Municipal Authority Clean Water SRF Promissory Note, Series 2025; approving a Loan Agreement, Promissory Note, Security Agreement, and Sales Tax Agreement; and authorizing such other documents and agreements as may be necessary or required; authorizing the sale of the Note to the Oklahoma Water Resources Board and containing other provisions relating thereto. (Public Works - R. Paul Streets)

- D. **NEW BUSINESS/PUBLIC DISCUSSION.** In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

E. **ADJOURNMENT.**



CONSENT AGENDA



Notice for the Midwest City Municipal Authority meeting was filed for the calendar year with the City Clerk of Midwest. Public notice of this agenda was accessible at least 24 hours before the meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Municipal Authority Minutes

October 28, 2025

This meeting was held in the City Hall Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:11 PM with the following member present:

| | | |
|----------------------|-----------------------|-----------------------------------|
| Trustee Vacant | Trustee Marc Thompson | General Manager Tim Lyon |
| Trustee Pat Byrne | | Acting Secretary Susan Mullendore |
| Trustee Rita Maxwell | Trustee Rick Favors | Authority Attorney Don Maisch |

Absent: Trustee Sara Bana

CONSENT AGENDA. Favors made a motion to approve consent agenda, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Bana. Motion Carried.

1. Discussion, consideration, and possible action to approve the meeting minutes for September 23, 2025.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026, increase: Utilities Capital Outlay fund, expenditures/Transfers Out (189) \$990,000.
3. Discussion, consideration, and possible action of declaring (1) 2005 GMC 3/4-ton Pickup and (1) Leveler from the Public Works Department as surplus and authorizing their disposal by sealed bid, public auction or by other means as necessary.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:12 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SUSAN MULLENDORE, Acting Secretary



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: December 9, 2025

Subject: Discussion, consideration, and possible action of declaring a 2022 Chevrolet Silverado 3500, VIN # 1GB4YSE7XNF186344 from the Line Maintenance Division of the Public Works Department as surplus and authorizing disposal by sealed bid, public auction or by other means as necessary.

The Line Maintenance Division has a one ton truck described below that has been replaced, removed from service, and/or has no other operational value or application due to an accident that caused the vehicle to be deemed a total loss by the Oklahoma Municipal Assurance Group (OMAG). OMAG has assessed the value of the vehicle to be \$44,485.22. As such, we recommend declaring this item surplus property and authorizing disposal through OMAG.

- 43-03-03, 2022 Chevrolet Silverado 3500, 1 ton Pickup, VIN # 1GB4YSE7XNF186344

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director



DISCUSSION ITEMS





Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: December 9, 2025

Subject: Discussion, consideration and possible action on a Resolution authorizing the issuance of not to exceed \$1,811,000.00 Midwest City Municipal Authority Clean Water SRF Promissory Note, Series 2025; approving a Loan Agreement, Promissory Note, Security Agreement, and Sales Tax Agreement; and authorizing such other documents and agreements as may be necessary or required; authorizing the sale of the Note to the Oklahoma Water Resources Board and containing other provisions relating thereto.

The Oklahoma Water Resources Board has selected one of several eligible wastewater projects to receive a 100% Principal Forgiveness Loan through the Clean Water State Revolving Fund (CWSRF). The Midwest City Municipal Authority's selected project will be directed toward Phase 2 of a study to determine if the Midwest City Water Resources Recovery Facility could be a source of microplastics and recommend treatment process modifications to minimize the discharge of these pollutants to the environment.

The following resolution is required as part of the loan application process.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS AT CITY HALL, 100 NORTH MIDWEST BOULEVARD, MIDWEST CITY, OKLAHOMA, ON THE 9TH DAY OF DECEMBER 2025, AT 6:00 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regularly scheduled meetings of the Authority for the calendar year 2025 having been given to the City Clerk of Midwest City, Oklahoma, and public notice and agenda of this meeting having been posted in prominent view on the doors to the City Hall, 100 N Midwest Boulevard, Midwest City, Oklahoma, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

THEREUPON, a Resolution was introduced and read in full and considered by sections. Upon motion of Trustee _____, seconded by Trustee _____, the Resolution was finally passed with the following vote:

AYE:

NAY:

THEREUPON, the Resolution was signed by the Chairman of Trustees of the Authority and attested and sealed with the seal of the Authority by the Secretary of Trustees and is as follows:

RESOLUTION _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,811,000.00 MIDWEST CITY MUNICIPAL AUTHORITY CLEAN WATER SRF PROMISSORY NOTE, SERIES 2025; APPROVING A LOAN AGREEMENT, PROMISSORY NOTE, SECURITY AGREEMENT, AND SALES TAX AGREEMENT; AND AUTHORIZING SUCH OTHER DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY OR REQUIRED; AUTHORIZING THE SALE OF THE NOTE TO THE OKLAHOMA WATER RESOURCES BOARD AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Midwest City Municipal Authority (the "Authority") was created by a Trust Indenture dated as of July 23, 1968, as amended (the "Trust Indenture"), for the use and benefit of the City of Midwest City, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes, Section 176 to 180.3, inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma; and

WHEREAS, the Authority has determined that, in order to provide funds for making necessary improvements to the wastewater system leased to the Authority by the City, it will issue its Clean Water SRF Promissory Note, Series 2025 (the "Note"), in the aggregate principal amount of not to exceed \$1,811,000.00; and

WHEREAS, the Authority has determined in connection with the issuance of the Note that Hilborne & Weidman, a professional corporation, Tulsa, Oklahoma, as Bond Counsel (the "Bond Counsel") and the Baker Group LP, as financial advisors (the "Financial Advisor"), provide necessary bond counsel services and financial advisory services to the Authority in connection with the issuance of the Note;

WHEREAS, there has been presented to this meeting a form of Loan Agreement, Note, Security Agreement, and Sales Tax Agreement (collectively the "Loan Documents"), each between the Authority and the Oklahoma Water Resources Board ("OWRB") authorizing and providing for the issuance of and security for the Note.

BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY:

Section 1. The general counsel, Bond Counsel, Financial Advisor, and the staff of the Authority are hereby authorized and directed to prepare all documents and instruments necessary or convenient for the application for loan to the Oklahoma Water Resources Board and for the sale, issuance and delivery of the Note.

Section 2. The forms of Loan Documents presented to this meeting be, and hereby are approved, and the Chairman or Vice Chairman of Trustees and the Secretary or any Assistant Secretary of Trustees of the Authority be, and they hereby are, authorized, directed and empowered to execute and deliver in the name of the Authority the Loan Documents and other documents and agreements in said forms and containing substantially the terms and provisions as shall be approved by the officers executing the Loan Documents and other documents and agreements, the execution thereof by such officers being conclusive evidence of such approval, and to execute and deliver in the name and on behalf of the Authority all documents, closing papers, certificates and such other documents as are necessary to accomplish the issuance and sale of the Note.

Section 3. The signatures of the officers of the Authority appearing on the Loan Documents and documents and other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval thereof and of their authority to execute and deliver such agreements and documents on behalf of the Authority.

Section 4. The Chairman or Vice Chairman of Trustees and the Secretary or any Assistant Secretary of Trustees of the Authority be, and they hereby are, authorized and empowered for and on behalf of the Authority, to execute and deliver such further agreements and documents and to take such action as such officer or officers may deem necessary or desirable in order to carry out and perform the Loan Documents and any contracts, documents, or instruments executed and delivered in connection with the issuance of the Note, and to effect the purposes thereof and to consummate the transactions contemplated thereby.

Section 5. It is hereby determined to be necessary and in the best interest of the trust estate that the Note be issued in the aggregate principal amount of not to exceed \$1,811,000.00, the exact principal amount thereof, the maturity date thereof, not to exceed twenty-five (25) years, and the average rate of interest thereon, not to exceed 7.00% per annum, to be determined by the Chairman or Vice Chairman of Trustees of the Authority as set forth in the Note. It is further hereby determined to be necessary and in the best interest of the trust estate that the Note be issued and sold to the OWRB at a price equal to one hundred percent (100%) of the principal amount thereof and the issuance and sale of the Note is hereby specifically approved.

ADOPTED the 9th day of December, 2025.

ATTEST:

Chairman of Trustees

Secretary of Trustees

(SEAL)

Approved as to Form:

Authority Counsel

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

I, the undersigned, the duly qualified and acting Secretary of Trustees of Midwest City Municipal Authority hereby certify that the foregoing is a true, correct and complete copy of a Resolution of the Trustees of the Authority held on the date therein stated as the same appears in the minutes of said meeting on file in my office as a part of the official records thereof.

I further certify that a true and complete copy of the schedule of regularly scheduled meetings of the Authority for calendar year 2025 attached hereto as Exhibit "A" was filed in the office of the City Clerk of Midwest City, Oklahoma.

I further certify that a true and correct copy of the Agenda attached hereto as Exhibit "B" was posted in prominent public view at the City Hall, 100 North Midwest Boulevard, Midwest City, Oklahoma, twenty-four (24) hours prior to the date of the meeting therein described, excluding Saturdays, Sunday, and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

WITNESS my hand and seal of said Authority this 9th day of December, 2025.

Secretary of Trustees

(SEAL)



NEW BUSINESS/
PUBLIC DISCUSSION





HOSPITAL AUTHORITY AGENDA





MEMORIAL HOSPITAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

December 09, 2025 – 6:02 PM

Presiding members: Chairman Matthew Dukes

Trustee Vacant

Trustee Pat Byrne

Trustee Rita Maxwell

Trustee Marc Thompson

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Authority Attorney Don Maisch

A. **CALL TO ORDER.**

B. **DISCUSSION ITEMS.**

1. Discussion, consideration and possible action to approve the meeting minutes for November 13, 2025. (Secretary - S. Hancock)

2. Discussion, consideration and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)

C. **NEW BUSINESS/PUBLIC DISCUSSION.** In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. **ADJOURNMENT.**



DISCUSSION ITEMS



Notice for the Midwest City Memorial Hospital Authority meeting was filed for the calendar year with the City Clerk of Midwest City. Public notice of this meeting was accessible 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Memorial Hospital Authority Minutes

November 13, 2025

This meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:14 PM with following members present:

| | | |
|----------------------|-----------------------|--------------------------|
| Trustee Vacant | Trustee Marc Thompson | General Manager Tim Lyon |
| Trustee Pat Byrne | Trustee Sara Bana | Secretary Sara Hancock |
| Trustee Rita Maxwell | Trustee Rick Favors | Attorney Vicki Floyd |

DISCUSSION ITEMS.

1. Discussion, consideration, and possible action to approve the meeting minutes for October 28, 2025.

Favors made a motion to approve the minutes, seconded by Maxwell. Voting aye: Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion carried.

2. Discussion, consideration and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

No Action Needed

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT. There being no further business, Chairman Dukes adjourned the meeting at 7:15 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Memorial Hospital Authority

General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: December 9, 2025

Subject: Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

This item is on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar
Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION





ECONOMIC DEVELOPMENT
AUTHORITY AGENDA





SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard
December 09, 2025 – 6:03 PM

| | |
|---|-------------------------------|
| Presiding members: Chairman Matthew Dukes | City Staff: |
| Trustee Vacant | General Manager Tim Lyon |
| Trustee Pat Byrne | Secretary Sara Hancock |
| Trustee Rita Maxwell | Authority Attorney Don Maisch |
| Trustee Marc Thompson | |
| Trustee Sara Bana | |
| Trustee Rick Favors | |

A. **CALL TO ORDER.**

B. **DISCUSSION ITEMS.**

1. Discussion, consideration, and possible action to approve the special meeting minutes for October 28, 2025. (Secretary - S. Hancock)
2. Discussion, consideration and possible action to approve a resolution and to approve the “Red Plains Sports Complex Economic Development Assistance Agreement,” among the City of Midwest City, the Midwest City Economic Development Authority, the Midwest City Utilities Authority, and Stingray Volleyball Academy LLC, for the development of a Part of Lot 4, Soldier Creek Industrial Park. (Economic Development – R. Coleman)

- C. **PUBLIC DISCUSSION.** The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. **ADJOURNMENT.**



DISCUSSION ITEMS



Notice for the Midwest City Economic Development Authority special meeting was filed with the City Clerk of Midwest City at least 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Economic Development Authority Minutes

October 28, 2025

This **special meeting** was held in Midwest City Council Chambers at City Hall, 100 N. Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 6:13 PM with the following member present:

| | | |
|----------------------|-----------------------|-----------------------------------|
| Trustee Vacant | Trustee Marc Thompson | General Manager Tim Lyon |
| Trustee Pat Byrne | | Acting Secretary Susan Mullendore |
| Trustee Rita Maxwell | Trustee Rick Favors | Authority Attorney Don Maisch |

Absent: Trustee Sara Bana

FURTHER INFORMATION.

2. Review of the Midwest City Chamber of Commerce's Quarterly Activities for the second and third quarters of 2025.

President Shaina Bennet updated Trustees on Chamber Activities and report and presented Tinker on the Prime video.

At 6:30 PM Trustees recessed from the Economic Development Authority and moved to the Council meeting.

At 7:12 PM the Economic Development Authority meeting reconvened.

DISCUSSION ITEMS.

1. Discussion, consideration and possible action to approve the meeting minutes for August 26, 2025.

Favors made a motion to approve the minutes, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Bana. Motion Carried.

PUBLIC DISCUSSION. There was no public discussion.

EXECUTIVE SESSION.

1. Discussion, consideration, and possible action of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including

the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, Project “Charlie”; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

At 7:14 PM the Economic Development Authority recessed and reconvened at 7:15 PM.

At 7:15 PM Favors made a motion to enter Executive Session, seconded by Maxwell. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Bana. Motion Carried.

At 7:46 PM Favors made a motion to return to Open Session, seconded by Thompson. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Bana. Motion Carried.

No Action needed.

FURTHER INFORMATION CONTINUED.

2. Review of the Midwest City Chamber of Commerce's Quarterly Activities for the second and third quarters of 2025.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:46 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SUSAN MULLENDORE, Acting Secretary

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: December 9, 2025

Subject: Discussion, consideration and possible action to approve a resolution and to approve the “Red Plains Sports Complex Economic Development Assistance Agreement,” among the City of Midwest City, the Midwest City Economic Development Authority, the Midwest City Utilities Authority, and Stingray Volleyball Academy LLC for the development of a Part of Lot 4, Soldier Creek Industrial Park. (Economic Development – R. Coleman)

Coach Toriano Lands, Stingray Volleyball Academy LLC, proposes building the Red Plains Sports Complex (“RPSC”), a state-of-the-art indoor/outdoor competitive sports complex at 2900 Soldier Street (a/k/a the northern +/- 490 feet of Lot 4, Soldier Creek Industrial Park). When completed, RPSC will feature a multi-purpose indoor facility with approximately 26,760 ft.² of enclosed space; enough floor area for five (5) courts capable of accommodating basketball, gymnastics, pickleball, table tennis, volleyball, wrestling and other sports and special events. It will have locker rooms and restrooms for men and women in addition to a snack bar, a small dining area and administrative offices. It will be equipped with state-of-the-art technology to enhance the players' experience, which will include video analysis tools, electronic scoreboards, and live streaming capabilities.

RPSC will also have three outdoor sand volleyball courts and pickleball courts that will be covered and illuminated. Also proposed are three non-illuminated open sand volleyball courts and three natural turf fields. The turf fields will allow for a variety of sports with a special focus on flag football. In addition to providing local salaries totaling over \$400,000, RPSC will be the only facility of its kind in the East Metro, which will give Coach/Owner Toriano Lands the opportunity to host a variety of tournaments that will lure visitors in from around the state and beyond its borders.

There is an estimated \$5 million total cost for the improvements described above. To help offset this investment, Coach Lands is seeking a contribution of the property, the possibility of \$100,000 in reimbursements if any public utilities must be extended, and the ability to have some street parking within the Soldier Creek Industrial Park during tournaments. He feels this is the only way the project can be financed and be prohibitable.


Although the Communications & Marketing Department will undoubtedly work with RPSC to coordinate lodging for tournaments and other special events, the City and its Authorities will have no further

responsibilities to Stingray Volleyball Academy LLC and its Red Plains Sports Complex beyond the Real Estate and Economic Development Assistance Agreements.

The Agreement for Purchase & Sale of Real Estate (Part of SCIP Lot 4) was approved by the Utilities Authority on November 13, 2025.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any questions.

Respectfully,

A handwritten signature in black ink, appearing to read 'Tim Lyon', is written over a horizontal line.

Tim Lyon, General Manager/Administrator

Attachments

1. Resolution
2. Proposed Red Plains Sports Complex Economic Development Assistance Agreement

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY OF MIDWEST CITY APPROVING THAT CERTAIN “ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT,” BY AND BETWEEN THE CITY OF MIDWEST CITY, THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY, THE MIDWEST CITY UTILITIES AUTHORITY, STINGRAY VOLLEYBALL ACADEMY LLC, (THE “ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT”); AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF THE ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, Stingray Volleyball Academy LLC, an Oklahoma Limited Liability Company (hereinafter “Stingray”) intends to operate a ± 26,760 square foot indoor sports facility along with three covered outdoor pickleball courts, three covered outdoor volleyball courts, three unprotected outdoor volleyball courts and three natural turf athletic fields; and to create a minimum of 3 new jobs having an average annualized wage equal to or greater than the average annualized wage required for participation in the Quality Jobs Program for jobs located in Oklahoma County in addition to numerous part-time and contract positions with total a total annual payroll at over \$400,000 (hereinafter the “RPSC Project”); and

WHEREAS, as additional consideration for Stingray’s agreement to undertake the RPSC Project, the City of Midwest City, the Midwest City Economic Development Authority and the Midwest City Utilities Authority, Oklahoma public trusts (collectively referred to hereinafter as the “City”), have agreed to provide limited economic development assistance to Stingray in connection with the RPSC Project, pursuant to the terms and conditions of that certain this “Economic Development Assistance Agreement”, dated as of December 9, 2025, by and between the City and Stingray; and

WHEREAS, the Midwest City Council and the Trustees of the Trusts have determined that it is in the best interest of the residents of Midwest City, Oklahoma, that the Economic Development Assistance Agreement be approved.

NOW, THEREFORE, BUT IT RESOLVED BY THE MAYOR OF THE CITY OF MIDWEST CITY, AND CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY AND THE MIDWEST CITY UTILITIES AUTHORITY, AS FOLLOWS:

SECTION 1. Approving the Terms and Conditions of the Development Assistance Agreement. The City Council of the City of Midwest City and the Trustees of the Midwest City Economic Development Authority and the Midwest City Utilities Authority hereby approve that certain “Economic Development Assistance Agreement”, dated as of December 9, 2025, by and between the Trusts and Stingray (“the Economic Development Assistance Agreement”), in substantially the form submitted at this meeting, with such changes as made be hereafter approved by the Chairman of both Trusts.

SECTION 2. Authorizing and Directing Execution and Delivery of the Economic Development Assistance Agreement and All Related Instruments. The Mayor/Chairman and the City Clerk/Secretary are hereby authorized and directed to execute and deliver the Economic Development Assistance Agreement and such other instruments as may be necessary or appropriate in order to effectuate the execution and delivery of the Economic Development Assistance Agreement.

PASSED AND APPROVED by the Mayor of the City of Midwest City and the Chairman and Trustees of

the Midwest City Economic Development Authority and the Midwest City Utilities Authority this _____ day of _____, 20____.

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Matthew D. Dukes II, Chairman

MIDWEST CITY UTILITES AUTHORITY

Matthew D. Dukes II, Chairman

{SEAL}

ATTEST:

Sara Hancock, Secretary/City Clerk

APPROVED as to form and legality this _____ day of _____, 20_____.

Don Maisch, City Attorney

RED PLAINS SPORTS COMPLEX PROEJCT

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

By and Among The

CITY OF MIDWEST CITY, OKLAHOMA

The
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY,

The
MIDWEST CITY UTILITIES AUTHORITY

And

STINGRAY VOLLEYBALL ACADEMY, LLC

Dated as of November 3, 2025

RED PLAINS SPORTS COMPLEX PROJECT

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RED PLAINS SPORTS COMPLEX PROJECT

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

THIS ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, dated as of November 18, 2025 (hereinafter, the “Development Assistance Agreement”), is made and entered into by and among the City of Midwest City, Oklahoma, an Oklahoma municipal corporation (hereinafter, the “City”)-the Midwest City Economic Development Authority, an Oklahoma public trust (hereinafter, the “EDA”), the Midwest City Utilities Authority, an Oklahoma public trust, (hereinafter, the “Utilities Authority”); and Stingray Volleyball Academy, an Oklahoma limited liability corporation or its assigns, (hereinafter, the “Company”).

WITNESSETH:

WHEREAS, the Company intends to develop, construct, equip and operate modern indoor and outdoor sports facilities (hereinafter, the “Facilities”) and desires to locate the activities of such facilities within the Soldier Creek Industrial Park on that certain real property described on Appendix “1” hereto (hereinafter, the “Project Site”), and to operate such facilities to serve commercial customers across the United States; and

WHEREAS, the Company expects to create the Facilities to attract visitors from around Oklahoma that will provide at least 3 full-time jobs at the Facilities, with salaries and benefits equal to or higher than the current average now obtained within Oklahoma County as well as over 50 hourly and contract support positions at an average wage of \$15 per hour or more, for a total annual payroll estimated at over \$400,000; and

WHEREAS, the parties wish to set forth the terms under which the EDA has agreed to provide development financing assistance and other incentives hereinafter set forth.

IN CONSIDERATION of the mutual covenants and agreements contained herein, the City, the EDA, the Utilities Authority and the Company hereby agree as follows:

ARTICLE I

PURPOSE OF AGREEMENT

SECTION 1.01 Purpose of Agreement.

A. Subject to the terms and conditions hereinafter provided, the Company hereby agrees:

1. To acquire the Project Site on the terms and conditions set forth in that certain Agreement for Purchase and Sale of Real Estate, dated as of November 18, 2025, by and between the Midwest City Utilities Authority and the Company (hereinafter, the “Real Estate Agreement”); and
2. To cause the design, construction, installation and equipping and completion of first-quality, modern indoor and outdoor City code compliant sports facilities on the Property with construction costs estimated at \$5,011,501.00 to construct the following improvements which are conceptually illustrated as Appendix “1”:
 - a. A building with at least twenty-five thousand, seven hundred and sixty (25,760) square feet (ft.²) of enclosed, conditioned space with the following attributes:
 - i. A minimum of five (5) indoor sports courts capable of facilitating basketball, gymnastics, pickleball, volleyball, wrestling and other special events.

- ii. Men's and women's locker rooms.
 - iii. A Snack bar with a small dining area.
 - iv. Administrative offices.
- b. At minimum, outdoor improvements shall include:
 - i. Three (3) illuminated, covered regulation-size sand volleyball courts.
 - ii. Three (3) illuminated open regulation-size sand volleyball courts.
 - iii. Three (3) non-illuminated grass athletic fields capable of hosting flag football, soccer and other outdoor sports.
 - iv. A minimum of One hundred fifty-five (155) paved, hard-surface parking places.

(All such improvements described in subsections (a) and (b) above are hereinafter referred to collectively as the "Facilities.")

- 3. To operate and manage the Facilities for the period and in the manner set forth herein; and
- 4. To create and maintain the employment of the workforce with a minimum of five (5) Full-Time Equivalent Jobs at or above the Oklahoma City metro average wage and to have paid at least \$400,000 in total wages and benefits for hourly, salaried and/or contract labor for any twelve (12) month period commencing on or before February 1, 2028 during the term of this Development Assistance Agreement. (For all purposes of this agreement, "Full-Time Equivalent Jobs" shall mean that number of employees employed and working within the Facilities, or facilities located in Midwest City, Oklahoma, and operated by the Company in connection with the Facilities, during a given twelve (12) month period determined by dividing the total number of hours during such period worked by all employees of the Company within such facilities by 2080. In addition, in the first year of operations the Company commits to spending a minimum of \$400,000 in total payroll, which will include over 50 part-time and contract laborers in support of the facilities at an average wage rate of at least \$15 per hour.

(The undertaking of the foregoing by the Company may be hereinafter referred to as the "Project".)

B. Subject to the terms hereinafter set forth, the EDA and the Utilities Authority hereby agree to provide development assistance and other incentives for the Project as hereinafter set forth.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Status of the Company. The Company represents that it is a corporation duly organized and existing under the laws of the State of Oklahoma. The Company is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of incorporation, bylaws or any other agreement governing the Company, or any law of the State of Oklahoma affecting Company's ability to perform under this Development Assistance Agreement.

SECTION 2.02 Inducement to the Company. The Company's ability to accomplish the Project with development assistance from the EDA has induced the Company to proceed with the Project and the Company hereby covenants to complete the same and continue to maintain and operate the Project for the term of this Development Assistance Agreement.

SECTION 2.03 Full Power and Authority. The Company represents that it has the full power and authority to execute this Development Assistance Agreement and this Development Assistance Agreement shall constitute a legal, valid and binding obligation of the Company in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Development Assistance Agreement by the Company or the consummation of the transactions contemplated hereby.

SECTION 2.04 No Breach. The Company represents that the execution and delivery of this Development Assistance Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Development Assistance Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its articles of incorporation, by-laws or any other agreement governing such Company or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Company is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

SECTION 2.05 Litigation. There is not currently pending any action, suit, proceeding or investigation, nor, to the knowledge of the undersigned representative of the Company, is any such action threatened which, if adversely determined, would materially adversely affect the Company or the Project, or impair the ability of the Company to carry on its business substantially as now conducted or result in any substantial liability not adequately covered by insurance.

SECTION 2.06 Conflicts of Interest. The Company warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City of Midwest City, OK (hereinafter "City") or any entity thereof, money or other consideration for obtaining this Development Assistance Agreement. The Company further represents that, to its best knowledge and belief, no officer, employee or agent of the City or any entity thereof, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Development Assistance Agreement.

SECTION 2.07 Financial Representations. Financial statements of the Company heretofore delivered to the EDA and the Utilities Authority are true and correct in all material respects and fully and accurately present the financial condition of the Company on the respective dates thereof. There has been no material adverse change in the financial condition of the Company since the date of the latest statement furnished.

SECTION 2.08 Disclosures. Neither this Development Assistance Agreement nor any statement or document referred to herein or delivered by the Company pursuant to this Development Assistance Agreement contains any untrue statement or omits to state a material fact necessary to make the statements made herein or therein not misleading.

SECTION 2.09 Status of the Authorities. The EDA and the Utilities Authority are duly organized and validly existing public trusts under the laws of the State of Oklahoma and as such, are duly constituted authority of the City and an agency of the State of Oklahoma.

SECTION 2.10 Authorization of the Authorities.

The EDA and the Utilities Authority are fully empowered to enter into this Development Assistance Agreement and to perform the transactions contemplated thereby and generally to carry out their obligations hereunder and thereunder. Both the EDA and the Utilities Authority have duly authorized its Chairmen, or in his absence, its Vice-Chairmen, to execute and deliver this Development Assistance Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of the EDA and the Utilities Authority.

SECTION 2.11 Availability of Utility Services. The parties hereto agree that all traditional utility services are currently available to the Project Site, including water, storm and sanitary sewer facilities, electric, gas, and telephone services. The parties agree to cooperate in upgrading such of the utilities as may be required for the Project.

SECTION 2.12 No Default. The performance by the EDA and the Utilities Authority under this Development Assistance Agreement will not violate any provision or constitute a default under any indenture, agreement or instrument to which either entity is currently bound or by which it is affected.

SECTION 2.13 No Further Approvals. As of the date of execution hereof, all requisite governmental action for the execution and delivery of the Real Estate Agreement; and this Development Assistance Agreement has occurred and no further consent, approval or other authorization by any court, administrative agency or governmental authority is required in connection with the execution and delivery of or performance under this Development Assistance Agreement by the authorities or the execution of or performance under any of the other instruments referred to in this Development Assistance Agreement, except as otherwise specifically provided in this agreement.

SECTION 2.14 No Litigation. There is no action, suit, proceeding or inquiry at law or in equity pending or, to the knowledge of the undersigned officer of the EDA, threatened, affecting either entity wherein any unfavorable decision, ruling or finding would materially adversely affect such entity's ability to perform under this Development Assistance Agreement or under any other instrument pertinent to the transaction contemplated herein to which such entity is a party.

SECTION 2.15 Survival of Representation and Warranties. All representations and warranties made by the Company, the EDA and the Utilities Authority herein shall survive the delivery of this Development Assistance Agreement and the other instruments described herein for a period.

ARTICLE III

ACQUISITION OF THE PROJECT SITE, DEVELOPMENT AND CONSTRUCTION OF THE FACILITIES

SECTION 3.01 Scope of Development. The Project Site shall be developed within the general requirements established by the zoning and building codes of the City (hereinafter, the "Code") and related laws of the State of Oklahoma governing municipal planning, zoning and subdivision applicable to the Project Site. The Company shall be responsible for the construction, renovation, improvement, equipping, repair and installation, of all public and private improvements in conformance with such requirements, except as may otherwise be provided for herein.

SECTION 3.02 Conceptual Drawings, Operations Plan. Within two (2) weeks of the execution of this Agreement, the Company shall submit Conceptual Drawings adequately describing the improvements to be constructed, renovated, equipped, repaired and installed on the Project Site. Plans must detail the proposed height, width, area of each structure and the materials being used for exterior veneer. Plans must also include a complete site plan that illustrates parking, sidewalks, landscaping, stormwater detention, etc. In addition, the Company shall submit a basic Operations Plan explaining how the facility will operate (visitors, attendees, hours of operations, outlining potential special events, etc.) to provide enough information to clarify all proposed uses. Such information will be used as the basis to determine the City Zoning Classification of the Facilities in order to amend the Zoning Map as necessary. No substantial changes shall hereafter be made in the Conceptional Plans unless mutually agreed upon, in writing, by the Company and the EDA.

SECTION 3.03 Construction Documents and Related Documents. On or before the start dates specified in Section 3.07 hereof, the Company shall prepare and submit Code compliant construction documents, specifications and related documents as application for a building permit to construct the Facilities (hereinafter, the “Construction Plans”) to the City for its review pursuant to the Code. Thereafter, if the Company desires to make any substantial or significant changes in the Construction Documents, the Company shall submit the proposed changes to the City for its approval. The Company and its agents shall communicate and consult as frequently with the City as is necessary to ensure that any modifications to the Construction Documents receive prompt and speedy consideration by the City. If any material revisions or corrections of Construction Documents shall be required by the City or any other government official, agency, department or bureau having jurisdiction or any lending institution involved in financing, the Company and the EDA and Utilities Authority shall cooperate in efforts to develop a mutually acceptable alternative.

SECTION 3.04 Construction of Improvements. The Company agrees that all construction, renovation, improvement, equipping, repair and installation in and to the Facilities shall be done in accordance with the building, safety and zoning codes of the City, and the Construction Documents as originally approved by the City, or as amended with the approval of the City.

SECTION 3.05 City and Other Governmental Permits. Before commencement of construction, development or work on or in connection with any buildings, structures or other improvements to the Facilities, the Company shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The EDA and the Utilities Authority shall cooperate with and provide all usual assistance to the Company in securing these permits and approvals, and the City shall diligently process, review and consider all such permits and approvals as may be required by law.

SECTION 3.06 Cost of Construction, Proof of Funding. Within 120 days of the Effective Date of the Agreements, the Company shall submit an estimated budget of construction costs. All costs of the Project shall be borne by the Company, or third-parties under contract to the Company to pay such costs.

SECTION 3.07 Development Schedule. This following schedule will serve as a general management tool to forecast resource requirements, and to monitor overall project planning and execution. This schedule may be modified as necessary by the Company, provided that any extension of time in the completion schedule shall require approval of the EDA and the Utilities Authority, which shall not be unreasonably withheld. This schedule is as follows:

- (i) That not later than ninety (90) days following the execution of the Real Estate Agreement, the Company shall submit detailed, Code compliant construction documents signed and sealed by Oklahoma design professionals where required, and an application for a building permit for the Facilities; and
- (ii) That not later than thirty (30) days following the City’s approval of construction documents and issuance of a building permit, the Company shall begin, and promptly thereafter diligently prosecute to completion, the construction, renovation, improvement, equipping, repair and installation of the Facilities, with such work in any case being completed leading to a City Certificate of Occupancy within twelve (12) months of the issuance of the building permit; and
- (iii) On or before February 1, 2027, the Company shall have hired a minimum of five (5) full-time employees at wages above the average pay in the Oklahoma City metro and to have paid at least \$400,000 in total wages and benefits for hourly, salaried and/or contract labor during the preceding twelve (12) month period commencing February 1, 2028 and continuing during any period for which this Development Assistance Agreement is outstanding;

If it appears that any of the above-described phases of the Facilities cannot be completed within the period of time set forth in this section, the Company shall promptly report to the EDA and Utilities Authority that if the Facilities will not be completed within the time provided for herein, and within thirty (30) days thereafter, the Company shall provide an updated schedule regarding the time required for the completion of such Facilities. All revisions to the original construction schedule or any revision or amendment thereto shall be subject to approval by the EDA and the Utilities Authority, which approval shall not be unreasonably withheld.

SECTION 3.08 Rights of Access. For the purpose of ensuring compliance with this Development Assistance Agreement, representatives of the EDA, Utilities Authority and the City shall have the right of access to the Project Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Development Assistance Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with applicable safety rules. Said right of access shall be subject to reasonable notice and consent of the Company, which consent shall not be unreasonably withheld. Except in the case of an emergency, prior to any such access, representatives of the EDA, the Utilities Authority or the City will check in with the on-site manager. All such representatives of the EDA, the Utilities Authority or the City must carry proper identification and shall ensure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The EDA, the Utilities Authority and the City agree to cooperate with the Company in facilitating access by the Company to the Project Site for construction purposes, provided that the EDA, the Utilities Authority or the City shall not incur any financial obligations therefore.

SECTION 3.09 Indemnification of the Authorities. The Company shall defend, indemnify, assume all responsibility for, and hold the EDA, and its respective elected and appointed officers and employees and agents, harmless from, all costs (including attorney's fees and costs); claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of the EDA or its officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of the Company's activities under this Development Assistance Agreement, whether such activities or performance thereof be by the Company or anyone directly or indirectly contracted with or employed by the Company and whether such damage shall accrue or be discovered before or after termination of this Development Assistance Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq. of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Company owns or has control of real property pursuant to any of Company's activities under this Development Assistance Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the EDA from liability.

SECTION 3.10 Liability Insurance.

A. In addition to the indemnification of the EDA, the Utilities Authority and the City as required in Section 3.10 hereof, the Company shall take out and maintain during the period set forth in subsection (D) of this Section, a comprehensive general liability policy covering the Facilities in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate with respect to bodily injury and property damage, including contractual liability, and for any occurrence, and One Hundred Thousand Dollars (\$100,000) with respect to damage to property. The Company will name the EDA, the Utilities Authority and the City as an "Additional Insured" and include endorsements to the effect that the insurer agrees to notify the EDA, the Utilities Authority and the City not less than thirty (30) days in advance of any modification or cancellation thereof.

B. The Company shall furnish a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the

EDA, the Utilities Authority and the City as an additional insured under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the EDA, the Utilities Authority and the City by certified mail of any modification, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Company shall be primary insurance and not contributing with any insurance maintained by the EDA, the Utilities Authority and the City, and the policy shall contain such an endorsement. The required certificate shall be filed with the Authority at the time of execution of this Development Assistance Agreement.

C. The Company shall also furnish or cause to be furnished to the EDA, the Utilities Authority and the City, evidence satisfactory to both that any contractor with whom it has contracted for the performance of work on the Project Site or otherwise pursuant to this Development Assistance Agreement carries workers compensation insurance as required by law at the time of execution of the Agreement.

D. The insurance obligations set forth in this Section shall remain in effect until performance of the obligations in Section 1.01A of this Development Assistance Agreement.

SECTION 3.11 Local, State and Federal Laws. The Company shall carry out the provisions of this Development Assistance Agreement in conformity with all applicable local, state and federal laws and regulations.

SECTION 3.12 Antidiscrimination During Construction. The Company, for itself, its successors and assigns, and any contractor with whom Company has contracted for the performance of work on the Project Site, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Development Assistance Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

SECTION 3.13 Taxes, Assessments, Encumbrances and Liens. The Company shall pay when due all real estate taxes and assessments on the Project Site. During the period of this agreement, the Company shall not place or allow to be placed on the Project Site or any part thereof any uncontested mechanic's lien, any mortgage, trust deed, encumbrance or lien other than as expressly allowed by this Development Assistance Agreement. Nothing herein contained shall be deemed to prohibit the Company from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Company in respect thereto.

SECTION 3.14 Prohibition Against Transfer of the Project Site or Structures Therein and Assignment of Agreement. Except as otherwise permitted in this Development Assistance Agreement; the Company shall not make any total or partial sale, transfer, conveyance, assignment or lease of the Facilities without the prior written consent of the EDA, the Utilities Authority and the City, which consent shall not be unreasonably withheld; provided, however, that the foregoing restrictions on assignment, transfer and conveyance shall not apply to: (a) any mortgage lien or security interest granted to secure indebtedness to any construction or permanent lender, and (b) the leasing or subleasing of portions of the Facilities to such third-parties as it may deem advisable, in its sole discretion.

SECTION 3.15 Reports By the Company; Sales and Use Tax Collections.

A. The Company shall establish and maintain records and reports for all costs associated with the Project. Such records shall be made available for review or audit at the offices of the Company upon written request by the EDA at a reasonable time after such request.

ARTICLE IV

LOCAL JOBS, CREDITS AND OTHER DEVELOPMENT INCENTIVES

SECTION 4.01 Development Finance Assistance; Proof of Performance. The Utilities Authority agrees to rebate the cost of the land purchase, less all Closing costs, upon completion of the Facilities and after the Company has received a permanent City Certificate of Occupancy and has opened it to the public.

SECTION 4.02 Additional Public Improvements. The EDA and/or the City agree to reimburse costs related to any public utility extensions or alterations necessary to supply the facility with adequate utilities. Such reimbursements are limited To the following:

- (i) For the purpose of this section, “utilities” shall mean those electric, natural gas, sanitary sewer, telecommunications and water improvements lying within a public right-of-way or easement.
- (ii) Only extensions to the meter or service line are reimbursable,
- (iii) The Company must present a minimum of three (3) quotes for the work from properly licensed contractors, and the best quote shall be used, which shall be reviewed by the EDA prior to the work being contracted by the Company; and
- (iv) Reimbursements shall be limited to an aggregate total not to exceed \$99,999

SECTION 4.03 Special Event Parking. At its discretion, the City agrees to allow street parking in certain areas of the east (northbound) side of Soldier Drive and the south (eastbound) side of NE 20th Street so long as the adjacent lots remain undeveloped and such parking does not impede driveways, railway or emergency vehicle access. The City also agrees to install “No Parking” signs to discourage parking in restricted areas. It is the Company’s responsibility to provide onsite parking for normal operations with street parking only used for tournaments and other special events.

ARTICLE V

USE OF THE PROJECT SITE

SECTION 5.01 Covenant for Non-Discrimination. The Company covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall the Company itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project Site. The covenant established in this section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the EDA, the Utilities Authority and the City, their successors and assigns and any successor in interest to the Project Site or any part thereof. The covenants contained in this section shall remain for the term of this Development Assistance Agreement.

SECTION 5.02 Maintenance Covenants. The Company, and all successors and assigns-in-interest to the Company, shall be obligated to maintain the Facilities, and all improvements and landscaping situated on the Project Site, in a clean and neat condition and in a continuous state of good repair in accordance with the Code.

SECTION 5.03 Effect of Violation of the Terms and Provisions of this Development Assistance Agreement After Completion of Construction; No Partnership. The EDA, the Utilities Authority and the City are deemed the beneficiaries of the terms and provisions of this Development Assistance Agreement, for and in their own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Development Assistance Agreement and the covenants running with the land have been provided. This Development Assistance Agreement shall run in favor of the EDA, the Utilities Authority and the City, without regard to whether the EDA, the Utilities Authority and the City have been, remains or is an owner of any land or interest therein in the Project Site. The EDA, the Utilities Authority and the City shall have the right, if this agreement or covenants contained herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Development Assistance Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Company and the EDA, the Utilities Authority and the City.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Development Assistance Agreement:

- (i) Default in payment when due of any amount payable to any party hereto under the terms of this Development Assistance Agreement;
- (ii) Material variance from the approved Construction Plans without prior written consent of the EDA, the Utilities Authority and the City with regard to any of the materials, machinery or equipment acquired in connection with the Project or the appurtenances thereto, or any other material variance from Construction Plans;
- (iii) Default by the Company in the performance or observance of any other covenant contained in this Development Assistance Agreement, or any other instrument executed pursuant to this Development Assistance Agreement, or under the terms of any other instrument delivered to the EDA, the Utilities Authority and the City in connection with this Development Assistance Agreement, including, without limitation, the falsity or breach of any representation, warranty or covenant;
- (iv) Any representation, statement, certificate, schedule or report made or furnished to the EDA, the Utilities Authority and the City by the Company with respect to the matters and transactions covered by this Development Assistance Agreement which proves to be false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the Company fails to take or cause to be taken corrective measures satisfactory to the EDA within thirty (30) days after written notice by the City;
- (v) The initiation of bankruptcy or receivership proceedings by or against the Company and the pendency of such proceedings for sixty (60) days; or
- (vi) The failure by the Company to maintain an average of 3 Full Time Equivalent Jobs and to pay at least \$400,000 in total wages and benefits for any twelve (12) month period for hourly, salaried and/or labor commencing February 1, 2027 and continuing during any period for which this Development Assistance Agreement is outstanding;

SECTION 6.02 Notice of Default; Remedies.

A. The EDA, the Utilities Authority and the City will provide the Company with notice and thirty (30) days opportunity to cure any Event of Default described in Section 7.01(i) through (v). The EDA will provide the Company with notice and 365 days opportunity to cure any Event of Default described in Section 7.01(vi).

B. Upon the Company's failure to cure any Event of Default to the EDA's or the Utilities Authority's satisfaction within the applicable period of time described in Section 7.01(A), the EDA, the Utilities Authority and the City may, at their options, proceed simultaneously or selectively and successively to enforce its rights under this Development Assistance Agreement and any of the instruments executed pursuant to the terms hereof, of any one or all of them.

SECTION 6.03 Selective Enforcement. In the event the EDA, the Utilities Authority and the City shall elect to selectively and successively enforce its rights under any of the aforementioned documents, such action shall not be deemed a waiver of any default under this Development Assistance Agreement.

SECTION 6.04 Enforced Delay; Extension of Times of Performance.

A. In addition to specific provisions of this Development Assistance Agreement, performance by any party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Development Assistance Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

B. Times of performance under this Development Assistance Agreement may also be extended in writing by the mutual agreement of the EDA and the Company.

SECTION 6.05 Non-liability of Officials, Employees and Agents of the Authorities. No official, employee or agent of the EDA, the Utilities Authority and the City shall be personally liable to the Company, or any successor in interest, pursuant to the provisions of this Development Assistance Agreement, for any default or breach by the EDA or the Utilities Authority.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 Authorities' Obligations Limited. Nothing in this Development Assistance Agreement is intended to require or obligate nor shall anything herein be interpreted to require or obligate the EDA, the Utilities Authority and the City to provide, apply or make any payment or advance from any revenue or funds coming into its hands other than the monies being disbursed pursuant to the terms of this Development Assistance Agreement.

SECTION 7.02 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by - certified mail, postage prepaid, return receipt requested or a delivery service requiring a signature upon delivery and addressed as set forth below or to such other addresses as the party concerned may substitute by written notice to the other. All notices shall be deemed received on the date signed for by recipient.:

If to the City:

City of Midwest City, Oklahoma

Midwest City City Hall
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Attn: Mayor

If to the Company:

Stingray Volleyball Academy LLC
3413 NE 25th ST
Oklahoma City, OK 73107
Attn: Toriano Sands

If to the EDA:

Midwest City Economic Development Authority
Midwest City City Hall
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Attn: Chairman

If to the Utilities Authority:

Midwest City Utilities Authority
Midwest City City Hall
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Attn: Chairman

SECTION 7.03 Amendment. This Development Assistance Agreement may not be amended or modified in any way, except by an instrument in writing executed by both parties hereto and approved in writing by the Company and the EDA.

SECTION 7.04 Non-Waiver; Cumulative Remedies. No failure on the part of the EDA to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Authority of any right hereunder preclude any other or further right thereof. The remedies herein provided are cumulative and not alternative.

SECTION 7.05 Assignment. This Development Assistance Agreement is not assignable by the Company without the prior written consent of the EDA. The rights and benefits under this Development Assistance Agreement may be assigned by the EDA.

SECTION 7.06 Applicable Law. This Development Assistance Agreement and the documents issued and executed hereunder shall be deemed to be a contract made under the laws of the State of Oklahoma and shall not be construed to constitute the EDA as a joint venturer with the Company or to constitute a partnership among the parties. Any legal action resulting from this Agreement must be presented in the proper court located in Oklahoma County.

SECTION 7.07 Descriptive Headings. The descriptive headings of the articles and sections of this Development Assistance Agreement are for convenience only and shall not be used in the construction of the terms hereof.

SECTION 7.08 Integrated Agreement. This Development Assistance Agreement and the Real Property Agreement constitute and incorporate the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations between the parties regarding the Project other than those set forth herein.

SECTION 7.09 Time of Essence. Time is of the essence in the performance of this Development Assistance Agreement.

SECTION 7.10 Binding Effect. This Development Assistance Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

SECTION 7.11 Right to Defend. The EDA shall have the right, but not the obligation, with benefit of counsel selected by the EDA, all at the Company's expense, to commence, appear in or defend any action or proceeding purporting to affect the rights or duties of the parties hereunder, and in connection therewith, pay out of the development assistance funds hereinabove described, all necessary expenses, including fees of counsel, if the Company fails to so commence, appear in or defend any such action or proceeding, except in a suit by the Company against the EDA, in which case the prevailing party shall be entitled to such fees and expenses as a part of any judgment obtained.

SECTION 7.12 Counterparts. This Agreement may be executed separately in counterparts, and a facsimile or PDF signature shall be as good as an original signature. Counterparts shall have the same force and effect as if executed at the same time in one place.

SECTION 7.13 Trustees' Disclaimer. This instrument is executed by the trustees or officers or both of the Midwest City Economic Development Authority and the Midwest City Utilities Authority in their official capacities as such trustees or officers. By the execution hereof all parties agree that, for the payment of any claim or the performance of any obligations hereunder, resort shall be had solely to the specific assets of the respective authorities described herein and no Trustee or officer of the EDA or the Utilities Authority shall be held personally liable therefore.

EXECUTION PAGE

IN WITNESS WHEREOF, the City, the EDA and the Utilities Authority and the Company have caused this

instrument to be duly executed this _____ day of _____, 2025.

CITY OF MIDWEST CITY, OKLAHOMA

Mayor

(SEAL)
ATTEST:

City Clerk

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

MIDWEST CITY UTILITIES AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

STINGRAY VOLLEYBALL ACADEMY LLC

President

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, Mayor of the City of Midwest City and Chairman of the Midwest City Economic Development Authority and the Midwest City Utilities Authority, public trusts, on behalf of the Trusts.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Notary Public

(SEAL)

My Commission Expires: _____

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, a notary public in and for said City and state, on this ____ day of _____, 2025, personally appeared _____, to me known to be the identical person who subscribed the name of Stingray Volleyball Academy, LLC. to the foregoing instrument as its President and acknowledged to 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 corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Notary Public

(SEAL)

My Commission expires _____

APPENDIX “1”

CONCEPTUAL PLAN OF THE FACILITIES



Appendix “1”

Economic Development Assistance Agreement

APPENDIX “2”

LEGAL DESCRIPTION OF THE PROJECT SITE

The Project Site consists of that certain real property situated in the North Half of Section 27, Township One (1) North, Ranger Two (2) West of the Indian Meridian, in Midwest City, Oklahoma County, Oklahoma, more particularly described as follows:

The northern 4.13 acres of Lot 4, SOLDIER CREEK INDUSTRIAL PARK, an Addition to the City of Midwest City, Oklahoma County, Oklahoma.



PUBLIC DISCUSSION





UTILITIES AUTHORITY
AGENDA





MIDWEST CITY SPECIAL UTILITIES AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

December 09, 2025 – 6:04 PM

Presiding members: Chairman Matthew Dukes

Trustee Vacant

Trustee Pat Byrne

Trustee Rita Maxwell

Trustee Marc Thompson

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Authority Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion, consideration and possible action to approve the special meeting minutes for November 13, 2025. (Secretary - S. Hancock)

2. Discussion, consideration and possible action to approve a resolution of the Midwest City Economic Development Authority and to approve the “Red Plains Sports Complex Economic Development Assistance Agreement,” among the City of Midwest City, the Midwest City Economic Development Authority, the Midwest City Utilities Authority, and Stingray Volleyball Academy LLC, for the development of a Part of Lot 4, Soldier Creek Industrial Park. (Economic Development – R. Coleman)

C. PUBLIC DISCUSSION. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

D. ADJOURNMENT.



DISCUSSION ITEMS



Notice for the Midwest City Special Utilities Authority meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Utilities Authority Minutes

November 13, 2025

This **special meeting** was held in Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:15 PM with the following members present:

| | | |
|----------------------|-----------------------|--------------------------|
| Trustee Vacant | Trustee Marc Thompson | General Manager Tim Lyon |
| Trustee Pat Byrne | Trustee Sara Bana | Secretary Sara Hancock |
| Trustee Rita Maxwell | Trustee Rick Favors | Attorney Vicki Floyd |

DISCUSSION ITEMS.

1. Discussion, consideration, and possible action to approve the special meeting minutes for October 28, 2025.

Favors made a motion to approve the minutes, seconded by Byrne. Voting aye: Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion carried.

2. Discussion, consideration and possible action to approve a resolution declaring the northernmost 180,000 square feet of Lots 4 of the Soldier Creek Industrial Park, an addition to the City of Midwest City, Oklahoma County, Oklahoma (a/k/a +/- 4.13 acres) surplus, and approving that certain “Agreement for the Purchase and Sale of Real Estate”, by and Between the Midwest City Utilities Authority and Stingray Volleyball Academy LLC (the “Real Estate Agreement”); Authorizing and directing execution and delivery of the Real Estate Agreement; and containing other provisions relating thereto.

Coleman addressed the council. After Staff and Council discussion, Thompson made a motion to approve Resolution UA2025-03, seconded by Maxwell. Voting aye: Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion carried.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT. There being no further business, Chairman Dukes adjourned the meeting at 7:17 pm.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Midwest City Utilities Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: December 9, 2025

Subject: Discussion, consideration and possible action to approve a resolution and to approve the “Red Plains Sports Complex Economic Development Assistance Agreement,” among the City of Midwest City, the Midwest City Economic Development Authority, the Midwest City Utilities Authority, and Stingray Volleyball Academy LLC for the development of a Part of Lot 4, Soldier Creek Industrial Park. (Economic Development – R. Coleman)

Coach Toriano Lands, Stingray Volleyball Academy LLC, proposes building the Red Plains Sports Complex (“RPSC”), a state-of-the-art indoor/outdoor competitive sports complex at 2900 Soldier Street (a/k/a the northern +/- 490 feet of Lot 4, Soldier Creek Industrial Park). When completed, RPSC will feature a multi-purpose indoor facility with approximately 26,760 ft.² of enclosed space; enough floor area for five (5) courts capable of accommodating basketball, gymnastics, pickleball, table tennis, volleyball, wrestling and other sports and special events. It will have locker rooms and restrooms for men and women in addition to a snack bar, a small dining area and administrative offices. It will be equipped with state-of-the-art technology to enhance the players' experience, which will include video analysis tools, electronic scoreboards, and live streaming capabilities.

RPSC will also have three outdoor sand volleyball courts and pickleball courts that will be covered and illuminated. Also proposed are three non-illuminated open sand volleyball courts and three natural turf fields. The turf fields will allow for a variety of sports with a special focus on flag football. In addition to providing local salaries totaling over \$400,000, RPSC will be the only facility of its kind in the East Metro, which will give Coach/Owner Toriano Lands the opportunity to host a variety of tournaments that will lure visitors in from around the state and beyond its borders.

There is an estimated \$5 million total cost for the improvements described above. To help offset this investment, Coach Lands is seeking a contribution of the property, the possibility of \$100,000 in reimbursements if any public utilities must be extended, and the ability to have some street parking within the Soldier Creek Industrial Park during tournaments. He feels this is the only way the project can be financed and be prohibitable.

Tim Lyon, General Manager/Administrator

Trustees: Matthew D. Dukes II, Pat Byrne, Rita Maxwell, Marc Thompson, Sara Bana, and Rick Favors

Although the Communications & Marketing Department will undoubtedly work with RPSC to coordinate lodging for tournaments and other special events, the City and its Authorities will have no further responsibilities to Stingray Volleyball Academy LLC and its Red Plains Sports Complex beyond the Real Estate and Economic Development Assistance Agreements.

The Agreement for Purchase & Sale of Real Estate (Part of SCIP Lot 4) was approved by the Utilities Authority on November 13, 2025.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "T. Lyon", is written over a horizontal line.

Tim Lyon, General Manager/Administrator

Attachments

1. Resolution
2. Proposed Red Plains Sports Complex Economic Development Assistance Agreement

MIDWEST CITY UTILITIES AUTHORITY

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY OF MIDWEST CITY APPROVING THAT CERTAIN “ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT,” BY AND BETWEEN THE CITY OF MIDWEST CITY, THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY, THE MIDWEST CITY UTILITIES AUTHORITY, STINGRAY VOLLEYBALL ACADEMY LLC, (THE “ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT”); AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF THE ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, Stingray Volleyball Academy LLC, an Oklahoma Limited Liability Company (hereinafter “Stingray”) intends to operate a ± 26,760 square foot indoor sports facility along with three covered outdoor pickleball courts, three covered outdoor volleyball courts, three unprotected outdoor volleyball courts and three natural turf athletic fields; and to create a minimum of 3 new jobs having an average annualized wage equal to or greater than the average annualized wage required for participation in the Quality Jobs Program for jobs located in Oklahoma County in addition to numerous part-time and contract positions with total a total annual payroll at over \$400,000 (hereinafter the “RPSC Project”); and

WHEREAS, as additional consideration for Stingray’s agreement to undertake the RPSC Project, the City of Midwest City, the Midwest City Economic Development Authority and the Midwest City Utilities Authority, Oklahoma public trusts (collectively referred to hereinafter as the “City”), have agreed to provide limited economic development assistance to Stingray in connection with the RPSC Project, pursuant to the terms and conditions of that certain this “Economic Development Assistance Agreement”, dated as of December 9, 2025, by and between the City and Stingray; and

WHEREAS, the Midwest City Council and the Trustees of the Trusts have determined that it is in the best interest of the residents of Midwest City, Oklahoma, that the Economic Development Assistance Agreement be approved.

NOW, THEREFORE, BUT IT RESOLVED BY THE MAYOR OF THE CITY OF MIDWEST CITY, AND CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY AND THE MIDWEST CITY UTILITIES AUTHORITY, AS FOLLOWS:

SECTION 1. Approving the Terms and Conditions of the Development Assistance Agreement. The City Council of the City of Midwest City and the Trustees of the Midwest City Economic Development Authority and the Midwest City Utilities Authority hereby approve that certain “Economic Development Assistance Agreement”, dated as of December 9, 2025, by and between the Trusts and Stingray (“the Economic Development Assistance Agreement”), in substantially the form submitted at this meeting, with such changes as made be hereafter approved by the Chairman of both Trusts.

SECTION 2. Authorizing and Directing Execution and Delivery of the Economic Development Assistance Agreement and All Related Instruments. The Mayor/Chairman and the City Clerk/Secretary are hereby authorized and directed to execute and deliver the Economic Development Assistance Agreement and such other instruments as may be necessary or appropriate in order to effectuate the execution and delivery of the Economic Development Assistance Agreement.

PASSED AND APPROVED by the Mayor of the City of Midwest City and the Chairman and Trustees of

the Midwest City Economic Development Authority and the Midwest City Utilities Authority this _____ day of _____, 20____.

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Matthew D. Dukes II, Chairman

MIDWEST CITY UTILITES AUTHORITY

Matthew D. Dukes II, Chairman

{SEAL}

ATTEST:

Sara Hancock, Secretary/City Clerk

APPROVED as to form and legality this _____ day of _____, 20_____.

Don Maisch, City Attorney

RED PLAINS SPORTS COMPLEX PROEJCT

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

By and Among The

CITY OF MIDWEST CITY, OKLAHOMA

The

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY,

The

MIDWEST CITY UTILITIES AUTHORITY

And

STINGRAY VOLLEYBALL ACADEMY, LLC

Dated as of November 3, 2025

RED PLAINS SPORTS COMPLEX PROJECT

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RED PLAINS SPORTS COMPLEX PROJECT

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

THIS ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, dated as of November 18, 2025 (hereinafter, the “Development Assistance Agreement”), is made and entered into by and among the City of Midwest City, Oklahoma, an Oklahoma municipal corporation (hereinafter, the “City”)-the Midwest City Economic Development Authority, an Oklahoma public trust (hereinafter, the “EDA”), the Midwest City Utilities Authority, an Oklahoma public trust, (hereinafter, the “Utilities Authority”); and Stingray Volleyball Academy, an Oklahoma limited liability corporation or its assigns, (hereinafter, the “Company”).

W I T N E S S E T H:

WHEREAS, the Company intends to develop, construct, equip and operate modern indoor and outdoor sports facilities (hereinafter, the “Facilities”) and desires to locate the activities of such facilities within the Soldier Creek Industrial Park on that certain real property described on Appendix “1” hereto (hereinafter, the “Project Site”), and to operate such facilities to serve commercial customers across the United States; and

WHEREAS, the Company expects to create the Facilities to attract visitors from around Oklahoma that will provide at least 3 full-time jobs at the Facilities, with salaries and benefits equal to or higher than the current average now obtained within Oklahoma County as well as over 50 hourly and contract support positions at an average wage of \$15 per hour or more, for a total annual payroll estimated at over \$400,000; and

WHEREAS, the parties wish to set forth the terms under which the EDA has agreed to provide development financing assistance and other incentives hereinafter set forth.

IN CONSIDERATION of the mutual covenants and agreements contained herein, the City, the EDA, the Utilities Authority and the Company hereby agree as follows:

ARTICLE I

PURPOSE OF AGREEMENT

SECTION 1.01 Purpose of Agreement.

A. Subject to the terms and conditions hereinafter provided, the Company hereby agrees:

1. To acquire the Project Site on the terms and conditions set forth in that certain Agreement for Purchase and Sale of Real Estate, dated as of November 18, 2025, by and between the Midwest City Utilities Authority and the Company (hereinafter, the “Real Estate Agreement”); and
2. To cause the design, construction, installation and equipping and completion of first-quality, modern indoor and outdoor City code compliant sports facilities on the Property with construction costs estimated at \$5,011,501.00 to construct the following improvements which are conceptually illustrated as Appendix “1”:
 - a. A building with at least twenty-five thousand, seven hundred and sixty (25,760) square feet (ft.²) of enclosed, conditioned space with the following attributes:
 - i. A minimum of five (5) indoor sports courts capable of facilitating basketball, gymnastics, pickleball, volleyball, wrestling and other special events.

- ii. Men's and women's locker rooms.
 - iii. A Snack bar with a small dining area.
 - iv. Administrative offices.
- b. At minimum, outdoor improvements shall include:
- i. Three (3) illuminated, covered regulation-size sand volleyball courts.
 - ii. Three (3) illuminated open regulation-size sand volleyball courts.
 - iii. Three (3) non-illuminated grass athletic fields capable of hosting flag football, soccer and other outdoor sports.
 - iv. A minimum of One hundred fifty-five (155) paved, hard-surface parking places.

(All such improvements described in subsections (a) and (b) above are hereinafter referred to collectively as the "Facilities.")

3. To operate and manage the Facilities for the period and in the manner set forth herein; and
4. To create and maintain the employment of the workforce with a minimum of five (5) Full-Time Equivalent Jobs at or above the Oklahoma City metro average wage and to have paid at least \$400,000 in total wages and benefits for hourly, salaried and/or contract labor for any twelve (12) month period commencing on or before February 1, 2028 during the term of this Development Assistance Agreement. (For all purposes of this agreement, "Full-Time Equivalent Jobs" shall mean that number of employees employed and working within the Facilities, or facilities located in Midwest City, Oklahoma, and operated by the Company in connection with the Facilities, during a given twelve (12) month period determined by dividing the total number of hours during such period worked by all employees of the Company within such facilities by 2080. In addition, in the first year of operations the Company commits to spending a minimum of \$400,000 in total payroll, which will include over 50 part-time and contract laborers in support of the facilities at an average wage rate of at least \$15 per hour.

(The undertaking of the foregoing by the Company may be hereinafter referred to as the "Project".)

B. Subject to the terms hereinafter set forth, the EDA and the Utilities Authority hereby agree to provide development assistance and other incentives for the Project as hereinafter set forth.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Status of the Company. The Company represents that it is a corporation duly organized and existing under the laws of the State of Oklahoma. The Company is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of incorporation, bylaws or any other agreement governing the Company, or any law of the State of Oklahoma affecting Company's ability to perform under this Development Assistance Agreement.

SECTION 2.02 Inducement to the Company. The Company's ability to accomplish the Project with development assistance from the EDA has induced the Company to proceed with the Project and the Company hereby covenants to complete the same and continue to maintain and operate the Project for the term of this Development Assistance Agreement.

SECTION 2.03 Full Power and Authority. The Company represents that it has the full power and authority to execute this Development Assistance Agreement and this Development Assistance Agreement shall constitute a legal, valid and binding obligation of the Company in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Development Assistance Agreement by the Company or the consummation of the transactions contemplated hereby.

SECTION 2.04 No Breach. The Company represents that the execution and delivery of this Development Assistance Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Development Assistance Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its articles of incorporation, by-laws or any other agreement governing such Company or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Company is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

SECTION 2.05 Litigation. There is not currently pending any action, suit, proceeding or investigation, nor, to the knowledge of the undersigned representative of the Company, is any such action threatened which, if adversely determined, would materially adversely affect the Company or the Project, or impair the ability of the Company to carry on its business substantially as now conducted or result in any substantial liability not adequately covered by insurance.

SECTION 2.06 Conflicts of Interest. The Company warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City of Midwest City, OK (hereinafter "City") or any entity thereof, money or other consideration for obtaining this Development Assistance Agreement. The Company further represents that, to its best knowledge and belief, no officer, employee or agent of the City or any entity thereof, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Development Assistance Agreement.

SECTION 2.07 Financial Representations. Financial statements of the Company heretofore delivered to the EDA and the Utilities Authority are true and correct in all material respects and fully and accurately present the financial condition of the Company on the respective dates thereof. There has been no material adverse change in the financial condition of the Company since the date of the latest statement furnished.

SECTION 2.08 Disclosures. Neither this Development Assistance Agreement nor any statement or document referred to herein or delivered by the Company pursuant to this Development Assistance Agreement contains any untrue statement or omits to state a material fact necessary to make the statements made herein or therein not misleading.

SECTION 2.09 Status of the Authorities. The EDA and the Utilities Authority are duly organized and validly existing public trusts under the laws of the State of Oklahoma and as such, are duly constituted authority of the City and an agency of the State of Oklahoma.

SECTION 2.10 Authorization of the Authorities.

The EDA and the Utilities Authority are fully empowered to enter into this Development Assistance Agreement and to perform the transactions contemplated thereby and generally to carry out their obligations hereunder and thereunder. Both the EDA and the Utilities Authority have duly authorized its Chairmen, or in his absence, its Vice-Chairmen, to execute and deliver this Development Assistance Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of the EDA and the Utilities Authority.

SECTION 2.11 Availability of Utility Services. The parties hereto agree that all traditional utility services are currently available to the Project Site, including water, storm and sanitary sewer facilities, electric, gas, and telephone services. The parties agree to cooperate in upgrading such of the utilities as may be required for the Project.

SECTION 2.12 No Default. The performance by the EDA and the Utilities Authority under this Development Assistance Agreement will not violate any provision or constitute a default under any indenture, agreement or instrument to which either entity is currently bound or by which it is affected.

SECTION 2.13 No Further Approvals. As of the date of execution hereof, all requisite governmental action for the execution and delivery of the Real Estate Agreement; and this Development Assistance Agreement has occurred and no further consent, approval or other authorization by any court, administrative agency or governmental authority is required in connection with the execution and delivery of or performance under this Development Assistance Agreement by the authorities or the execution of or performance under any of the other instruments referred to in this Development Assistance Agreement, except as otherwise specifically provided in this agreement.

SECTION 2.14 No Litigation. There is no action, suit, proceeding or inquiry at law or in equity pending or, to the knowledge of the undersigned officer of the EDA, threatened, affecting either entity wherein any unfavorable decision, ruling or finding would materially adversely affect such entity's ability to perform under this Development Assistance Agreement or under any other instrument pertinent to the transaction contemplated herein to which such entity is a party.

SECTION 2.15 Survival of Representation and Warranties. All representations and warranties made by the Company, the EDA and the Utilities Authority herein shall survive the delivery of this Development Assistance Agreement and the other instruments described herein for a period.

ARTICLE III

ACQUISITION OF THE PROJECT SITE, DEVELOPMENT AND CONSTRUCTION OF THE FACILITIES

SECTION 3.01 Scope of Development. The Project Site shall be developed within the general requirements established by the zoning and building codes of the City (hereinafter, the "Code") and related laws of the State of Oklahoma governing municipal planning, zoning and subdivision applicable to the Project Site. The Company shall be responsible for the construction, renovation, improvement, equipping, repair and installation, of all public and private improvements in conformance with such requirements, except as may otherwise be provided for herein.

SECTION 3.02 Conceptual Drawings, Operations Plan. Within two (2) weeks of the execution of this Agreement, the Company shall submit Conceptual Drawings adequately describing the improvements to be constructed, renovated, equipped, repaired and installed on the Project Site. Plans must detail the proposed height, width, area of each structure and the materials being used for exterior veneer. Plans must also include a complete site plan that illustrates parking, sidewalks, landscaping, stormwater detention, etc. In addition, the Company shall submit a basic Operations Plan explaining how the facility will operate (visitors, attendees, hours of operations, outlining potential special events, etc.) to provide enough information to clarify all proposed uses. Such information will be used as the basis to determine the City Zoning Classification of the Facilities in order to amend the Zoning Map as necessary. No substantial changes shall hereafter be made in the Conceptional Plans unless mutually agreed upon, in writing, by the Company and the EDA.

SECTION 3.03 Construction Documents and Related Documents. On or before the start dates specified in Section 3.07 hereof, the Company shall prepare and submit Code compliant construction documents, specifications and related documents as application for a building permit to construct the Facilities (hereinafter, the "Construction Plans") to the City for its review pursuant to the Code. Thereafter, if the Company desires to make any substantial or significant changes in the Construction Documents, the Company shall submit the proposed changes to the City for its approval. The Company and its agents shall communicate and consult as frequently with the City as is necessary to ensure that any modifications to the Construction Documents receive prompt and speedy consideration by the City. If any material revisions or corrections of Construction Documents shall be required by the City or any other government official, agency, department or bureau having jurisdiction or any lending institution involved in financing, the Company and the EDA and Utilities Authority shall cooperate in efforts to develop a mutually acceptable alternative.

SECTION 3.04 Construction of Improvements. The Company agrees that all construction, renovation, improvement, equipping, repair and installation in and to the Facilities shall be done in accordance with the building, safety and zoning codes of the City, and the Construction Documents as originally approved by the City, or as amended with the approval of the City.

SECTION 3.05 City and Other Governmental Permits. Before commencement of construction, development or work on or in connection with any buildings, structures or other improvements to the Facilities, the Company shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The EDA and the Utilities Authority shall cooperate with and provide all usual assistance to the Company in securing these permits and approvals, and the City shall diligently process, review and consider all such permits and approvals as may be required by law.

SECTION 3.06 Cost of Construction, Proof of Funding. Within 120 days of the Effective Date of the Agreements, the Company shall submit an estimated budget of construction costs. All costs of the Project shall be borne by the Company, or third-parties under contract to the Company to pay such costs.

SECTION 3.07 Development Schedule. This following schedule will serve as a general management tool to forecast resource requirements, and to monitor overall project planning and execution. This schedule may be modified as necessary by the Company, provided that any extension of time in the completion schedule shall require approval of the EDA and the Utilities Authority, which shall not be unreasonably withheld. This schedule is as follows:

- (i) That not later than ninety (90) days following the execution of the Real Estate Agreement, the Company shall submit detailed, Code compliant construction documents signed and sealed by Oklahoma design professionals where required, and an application for a building permit for the Facilities; and
- (ii) That not later than thirty (30) days following the City's approval of construction documents and issuance of a building permit, the Company shall begin, and promptly thereafter diligently prosecute to completion, the construction, renovation, improvement, equipping, repair and installation of the Facilities, with such work in any case being completed leading to a City Certificate of Occupancy within twelve (12) months of the issuance of the building permit; and
- (iii) On or before February 1, 2027, the Company shall have hired a minimum of five (5) full-time employees at wages above the average pay in the Oklahoma City metro and to have paid at least \$400,000 in total wages and benefits for hourly, salaried and/or contract labor during the preceding twelve (12) month period commencing February 1, 2028 and continuing during any period for which this Development Assistance Agreement is outstanding;

If it appears that any of the above-described phases of the Facilities cannot be completed within the period of time set forth in this section, the Company shall promptly report to the EDA and Utilities Authority that if the Facilities will not be completed within the time provided for herein, and within thirty (30) days thereafter, the Company shall provide an updated schedule regarding the time required for the completion of such Facilities. All revisions to the original construction schedule or any revision or amendment thereto shall be subject to approval by the EDA and the Utilities Authority, which approval shall not be unreasonably withheld.

SECTION 3.08 Rights of Access. For the purpose of ensuring compliance with this Development Assistance Agreement, representatives of the EDA, Utilities Authority and the City shall have the right of access to the Project Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Development Assistance Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with applicable safety rules. Said right of access shall be subject to reasonable notice and consent of the Company, which consent shall not be unreasonably withheld. Except in the case of an emergency, prior to any such access, representatives of the EDA, the Utilities Authority or the City will check in with the on-site manager. All such representatives of the EDA, the Utilities Authority or the City must carry proper identification and shall ensure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The EDA, the Utilities Authority and the City agree to cooperate with the Company in facilitating access by the Company to the Project Site for construction purposes, provided that the EDA, the Utilities Authority or the City shall not incur any financial obligations therefore.

SECTION 3.09 Indemnification of the Authorities. The Company shall defend, indemnify, assume all responsibility for, and hold the EDA, and its respective elected and appointed officers and employees and agents, harmless from, all costs (including attorney's fees and costs); claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of the EDA or its officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of the Company's activities under this Development Assistance Agreement, whether such activities or performance thereof be by the Company or anyone directly or indirectly contracted with or employed by the Company and whether such damage shall accrue or be discovered before or after termination of this Development Assistance Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq. of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Company owns or has control of real property pursuant to any of Company's activities under this Development Assistance Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the EDA from liability.

SECTION 3.10 Liability Insurance.

A. In addition to the indemnification of the EDA, the Utilities Authority and the City as required in Section 3.10 hereof, the Company shall take out and maintain during the period set forth in subsection (D) of this Section, a comprehensive general liability policy covering the Facilities in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate with respect to bodily injury and property damage, including contractual liability, and for any occurrence, and One Hundred Thousand Dollars (\$100,000) with respect to damage to property. The Company will name the EDA, the Utilities Authority and the City as an "Additional Insured" and include endorsements to the effect that the insurer agrees to notify the EDA, the Utilities Authority and the City not less than thirty (30) days in advance of any modification or cancellation thereof.

B. The Company shall furnish a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the

EDA, the Utilities Authority and the City as an additional insured under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the EDA, the Utilities Authority and the City by certified mail of any modification, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Company shall be primary insurance and not contributing with any insurance maintained by the EDA, the Utilities Authority and the City, and the policy shall contain such an endorsement. The required certificate shall be filed with the Authority at the time of execution of this Development Assistance Agreement.

C. The Company shall also furnish or cause to be furnished to the EDA, the Utilities Authority and the City, evidence satisfactory to both that any contractor with whom it has contracted for the performance of work on the Project Site or otherwise pursuant to this Development Assistance Agreement carries workers compensation insurance as required by law at the time of execution of the Agreement.

D. The insurance obligations set forth in this Section shall remain in effect until performance of the obligations in Section 1.01A of this Development Assistance Agreement.

SECTION 3.11 Local, State and Federal Laws. The Company shall carry out the provisions of this Development Assistance Agreement in conformity with all applicable local, state and federal laws and regulations.

SECTION 3.12 Antidiscrimination During Construction. The Company, for itself, its successors and assigns, and any contractor with whom Company has contracted for the performance of work on the Project Site, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Development Assistance Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

SECTION 3.13 Taxes, Assessments, Encumbrances and Liens. The Company shall pay when due all real estate taxes and assessments on the Project Site. During the period of this agreement, the Company shall not place or allow to be placed on the Project Site or any part thereof any uncontested mechanic's lien, any mortgage, trust deed, encumbrance or lien other than as expressly allowed by this Development Assistance Agreement. Nothing herein contained shall be deemed to prohibit the Company from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Company in respect thereto.

SECTION 3.14 Prohibition Against Transfer of the Project Site or Structures Therein and Assignment of Agreement. Except as otherwise permitted in this Development Assistance Agreement; the Company shall not make any total or partial sale, transfer, conveyance, assignment or lease of the Facilities without the prior written consent of the EDA, the Utilities Authority and the City, which consent shall not be unreasonably withheld; provided, however, that the foregoing restrictions on assignment, transfer and conveyance shall not apply to: (a) any mortgage lien or security interest granted to secure indebtedness to any construction or permanent lender, and (b) the leasing or subleasing of portions of the Facilities to such third-parties as it may deem advisable, in its sole discretion.

SECTION 3.15 Reports By the Company; Sales and Use Tax Collections.

A. The Company shall establish and maintain records and reports for all costs associated with the Project. Such records shall be made available for review or audit at the offices of the Company upon written request by the EDA at a reasonable time after such request.

ARTICLE IV

LOCAL JOBS, CREDITS AND OTHER DEVELOPMENT INCENTIVES

SECTION 4.01 Development Finance Assistance; Proof of Performance. The Utilities Authority agrees to rebate the cost of the land purchase, less all Closing costs, upon completion of the Facilities and after the Company has received a permanent City Certificate of Occupancy and has opened it to the public.

SECTION 4.02 Additional Public Improvements. The EDA and/or the City agree to reimburse costs related to any public utility extensions or alterations necessary to supply the facility with adequate utilities. Such reimbursements are limited To the following:

- (i) For the purpose of this section, “utilities” shall mean those electric, natural gas, sanitary sewer, telecommunications and water improvements lying within a public right-of-way or easement.
- (ii) Only extensions to the meter or service line are reimbursable,
- (iii) The Company must present a minimum of three (3) quotes for the work from properly licensed contractors, and the best quote shall be used, which shall be reviewed by the EDA prior to the work being contracted by the Company; and
- (iv) Reimbursements shall be limited to an aggregate total not to exceed \$99,999

SECTION 4.03 Special Event Parking. At its discretion, the City agrees to allow street parking in certain areas of the east (northbound) side of Soldier Drive and the south (eastbound) side of NE 20th Street so long as the adjacent lots remain undeveloped and such parking does not impede driveways, railway or emergency vehicle access. The City also agrees to install “No Parking” signs to discourage parking in restricted areas. It is the Company’s responsibility to provide onsite parking for normal operations with street parking only used for tournaments and other special events.

ARTICLE V

USE OF THE PROJECT SITE

SECTION 5.01 Covenant for Non-Discrimination. The Company covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall the Company itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project Site. The covenant established in this section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the EDA, the Utilities Authority and the City, their successors and assigns and any successor in interest to the Project Site or any part thereof. The covenants contained in this section shall remain for the term of this Development Assistance Agreement.

SECTION 5.02 Maintenance Covenants. The Company, and all successors and assigns-in-interest to the Company, shall be obligated to maintain the Facilities, and all improvements and landscaping situated on the Project Site, in a clean and neat condition and in a continuous state of good repair in accordance with the Code.

SECTION 5.03 Effect of Violation of the Terms and Provisions of this Development Assistance Agreement After Completion of Construction; No Partnership. The EDA, the Utilities Authority and the City are deemed the beneficiaries of the terms and provisions of this Development Assistance Agreement, for and in their own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Development Assistance Agreement and the covenants running with the land have been provided. This Development Assistance Agreement shall run in favor of the EDA, the Utilities Authority and the City, without regard to whether the EDA, the Utilities Authority and the City have been, remains or is an owner of any land or interest therein in the Project Site. The EDA, the Utilities Authority and the City shall have the right, if this agreement or covenants contained herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Development Assistance Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Company and the EDA, the Utilities Authority and the City.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Development Assistance Agreement:

- (i) Default in payment when due of any amount payable to any party hereto under the terms of this Development Assistance Agreement;
- (ii) Material variance from the approved Construction Plans without prior written consent of the EDA, the Utilities Authority and the City with regard to any of the materials, machinery or equipment acquired in connection with the Project or the appurtenances thereto, or any other material variance from Construction Plans;
- (iii) Default by the Company in the performance or observance of any other covenant contained in this Development Assistance Agreement, or any other instrument executed pursuant to this Development Assistance Agreement, or under the terms of any other instrument delivered to the EDA, the Utilities Authority and the City in connection with this Development Assistance Agreement, including, without limitation, the falsity or breach of any representation, warranty or covenant;
- (iv) Any representation, statement, certificate, schedule or report made or furnished to the EDA, the Utilities Authority and the City by the Company with respect to the matters and transactions covered by this Development Assistance Agreement which proves to be false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the Company fails to take or cause to be taken corrective measures satisfactory to the EDA within thirty (30) days after written notice by the City;
- (v) The initiation of bankruptcy or receivership proceedings by or against the Company and the pendency of such proceedings for sixty (60) days; or
- (vi) The failure by the Company to maintain an average of 3 Full Time Equivalent Jobs and to pay at least \$400,000 in total wages and benefits for any twelve (12) month period for hourly, salaried and/or labor commencing February 1, 2027 and continuing during any period for which this Development Assistance Agreement is outstanding;

SECTION 6.02 Notice of Default; Remedies.

A. The EDA, the Utilities Authority and the City will provide the Company with notice and thirty (30) days opportunity to cure any Event of Default described in Section 7.01(i) through (v). The EDA will provide the Company with notice and 365 days opportunity to cure any Event of Default described in Section 7.01(vi).

B. Upon the Company's failure to cure any Event of Default to the EDA's or the Utilities Authority's satisfaction within the applicable period of time described in Section 7.01(A), the EDA, the Utilities Authority and the City may, at their options, proceed simultaneously or selectively and successively to enforce its rights under this Development Assistance Agreement and any of the instruments executed pursuant to the terms hereof, of any one or all of them.

SECTION 6.03 Selective Enforcement. In the event the EDA, the Utilities Authority and the City shall elect to selectively and successively enforce its rights under any of the aforementioned documents, such action shall not be deemed a waiver of any default under this Development Assistance Agreement.

SECTION 6.04 Enforced Delay; Extension of Times of Performance.

A. In addition to specific provisions of this Development Assistance Agreement, performance by any party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Development Assistance Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

B. Times of performance under this Development Assistance Agreement may also be extended in writing by the mutual agreement of the EDA and the Company.

SECTION 6.05 Non-liability of Officials, Employees and Agents of the Authorities. No official, employee or agent of the EDA, the Utilities Authority and the City shall be personally liable to the Company, or any successor in interest, pursuant to the provisions of this Development Assistance Agreement, for any default or breach by the EDA or the Utilities Authority.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 Authorities' Obligations Limited. Nothing in this Development Assistance Agreement is intended to require or obligate nor shall anything herein be interpreted to require or obligate the EDA, the Utilities Authority and the City to provide, apply or make any payment or advance from any revenue or funds coming into its hands other than the monies being disbursed pursuant to the terms of this Development Assistance Agreement.

SECTION 7.02 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by - certified mail, postage prepaid, return receipt requested or a delivery service requiring a signature upon delivery and addressed as set forth below or to such other addresses as the party concerned may substitute by written notice to the other. All notices shall be deemed received on the date signed for by recipient.:

If to the City:

City of Midwest City, Oklahoma

Midwest City City Hall
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Attn: Mayor

If to the Company:

Stingray Volleyball Academy LLC
3413 NE 25th ST
Oklahoma City, OK 73107
Attn: Toriano Sands

If to the EDA:

Midwest City Economic Development Authority
Midwest City City Hall
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Attn: Chairman

If to the Utilities Authority:

Midwest City Utilities Authority
Midwest City City Hall
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Attn: Chairman

SECTION 7.03 Amendment. This Development Assistance Agreement may not be amended or modified in any way, except by an instrument in writing executed by both parties hereto and approved in writing by the Company and the EDA.

SECTION 7.04 Non-Waiver; Cumulative Remedies. No failure on the part of the EDA to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Authority of any right hereunder preclude any other or further right thereof. The remedies herein provided are cumulative and not alternative.

SECTION 7.05 Assignment. This Development Assistance Agreement is not assignable by the Company without the prior written consent of the EDA. The rights and benefits under this Development Assistance Agreement may be assigned by the EDA.

SECTION 7.06 Applicable Law. This Development Assistance Agreement and the documents issued and executed hereunder shall be deemed to be a contract made under the laws of the State of Oklahoma and shall not be construed to constitute the EDA as a joint venturer with the Company or to constitute a partnership among the parties. Any legal action resulting from this Agreement must be presented in the proper court located in Oklahoma County.

SECTION 7.07 Descriptive Headings. The descriptive headings of the articles and sections of this Development Assistance Agreement are for convenience only and shall not be used in the construction of the terms hereof.

SECTION 7.08 Integrated Agreement. This Development Assistance Agreement and the Real Property Agreement constitute and incorporate the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations between the parties regarding the Project other than those set forth herein.

SECTION 7.09 Time of Essence. Time is of the essence in the performance of this Development Assistance Agreement.

SECTION 7.10 Binding Effect. This Development Assistance Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

SECTION 7.11 Right to Defend. The EDA shall have the right, but not the obligation, with benefit of counsel selected by the EDA, all at the Company's expense, to commence, appear in or defend any action or proceeding purporting to affect the rights or duties of the parties hereunder, and in connection therewith, pay out of the development assistance funds hereinabove described, all necessary expenses, including fees of counsel, if the Company fails to so commence, appear in or defend any such action or proceeding, except in a suit by the Company against the EDA, in which case the prevailing party shall be entitled to such fees and expenses as a part of any judgment obtained.

SECTION 7.12 Counterparts. This Agreement may be executed separately in counterparts, and a facsimile or PDF signature shall be as good as an original signature. Counterparts shall have the same force and effect as if executed at the same time in one place.

SECTION 7.13 Trustees' Disclaimer. This instrument is executed by the trustees or officers or both of the Midwest City Economic Development Authority and the Midwest City Utilities Authority in their official capacities as such trustees or officers. By the execution hereof all parties agree that, for the payment of any claim or the performance of any obligations hereunder, resort shall be had solely to the specific assets of the respective authorities described herein and no Trustee or officer of the EDA or the Utilities Authority shall be held personally liable therefore.

EXECUTION PAGE

IN WITNESS WHEREOF, the City, the EDA and the Utilities Authority and the Company have caused this

instrument to be duly executed this _____ day of _____, 2025.

CITY OF MIDWEST CITY, OKLAHOMA

Mayor

(SEAL)
ATTEST:

City Clerk

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

MIDWEST CITY UTILITIES AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

STINGRAY VOLLEYBALL ACADEMY LLC

President

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, Mayor of the City of Midwest City and Chairman of the Midwest City Economic Development Authority and the Midwest City Utilities Authority, public trusts, on behalf of the Trusts.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Notary Public

(SEAL)

My Commission Expires: _____

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, a notary public in and for said City and state, on this ____ day of _____, 2025, personally appeared _____, to me known to be the identical person who subscribed the name of Stingray Volleyball Academy, LLC. to the foregoing instrument as its President and acknowledged to 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 corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Notary Public

(SEAL)

My Commission expires _____

APPENDIX “1”

CONCEPTUAL PLAN OF THE FACILITIES



Appendix “1”

Economic Development Assistance Agreement

APPENDIX “2”

LEGAL DESCRIPTION OF THE PROJECT SITE

The Project Site consists of that certain real property situated in the North Half of Section 27, Township One (1) North, Ranger Two (2) West of the Indian Meridian, in Midwest City, Oklahoma County, Oklahoma, more particularly described as follows:

The northern 4.13 acres of Lot 4, SOLDIER CREEK INDUSTRIAL PARK, an Addition to the City of Midwest City, Oklahoma County, Oklahoma.



PUBLIC DISCUSSION

