

**AGREEMENT FOR SALE OF  
SURPLUS MUNICIPAL WATER FROM MIDWEST CITY TO NORMAN**

This AGREEMENT is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2026, (the "Effective Date") by and between the parties, being Norman Utilities Authority of the City of Norman, Oklahoma, a public trust for the benefit of the City of Norman, Oklahoma, (hereinafter referred to as "NORMAN"); the City of Midwest City, Oklahoma, a municipal corporation, and the Midwest City Municipal Authority, a public trust for the benefit of the City of Midwest City (hereinafter collectively referred to as "MIDWEST CITY"); and Central Oklahoma Master Conservancy District, a master conservancy district organized under the laws of Oklahoma (hereinafter referred to as "COMCD").

**RECITALS**

**WHEREAS**, MIDWEST CITY is a party to a certain Contract with COMCD, dated November 13, 1961, extended on June 5, 1995, as amended, and renewed effective January 1, 2017, for the MIDWEST CITY water supply ("the Midwest City Contract"), under the terms and provisions of which MIDWEST CITY is entitled to purchase a certain specified allocation of water from COMCD.

**WHEREAS**, NORMAN is a party to a certain Contract with COMCD, dated September 5, 1961 and extended, as amended, and renewed effective January 1, 2017, for the NORMAN water supply ("the Norman Contract"), under the terms and provisions which NORMAN is entitled to purchase a certain specified allocation of water from COMCD.

**WHEREAS**, NORMAN anticipates, based upon past and current water demand and actual usage, that it may need more than the specified allocation of water available to NORMAN under the Norman Contract and desires to purchase Surplus Municipal Water (as referenced in Section 7 in both the Norman Contract and the Midwest City Contract) from COMCD, to help meet the needs and demands of NORMAN.

**WHEREAS**, MIDWEST CITY is willing to allow COMCD to provide to NORMAN, at a mutually agreed upon price, some of the Surplus Municipal Water which MIDWEST CITY is otherwise entitled to utilize or retain under the Midwest City Contract.

**WHEREAS**, COMCD Section 7 of the Midwest City Contract provides that when Surplus Municipal Water is available, COMCD may dispose of such current surplus on whatever terms it can arrange.

**NOW, THEREFORE**, in consideration of the mutual agreements and conditions herein described, the parties agree as follows:

1. MIDWEST CITY ALLOCATION RIGHT RETENTION: MIDWEST CITY shall retain all allocations and rights to all water which they have possessed immediately

prior to the execution of this AGREEMENT, and NORMAN agrees not to seek or accept any additional rights of water currently held by MIDWEST CITY as a result of MIDWEST CITY making Surplus Municipal Water available to NORMAN under this AGREEMENT.

2. TERM OF AGREEMENT: The term of this AGREEMENT shall be from the Effective Date to September 30, 2026.

3. CONTRACT PURCHASE VOLUMES: MIDWEST CITY agrees to sell, and COMCD agrees to convey, to NORMAN three hundred million gallons (300,000,000) of Surplus Municipal Water from MIDWEST CITY's contract allocation under the Midwest City Contract at the rate set forth within Paragraph 4 of this AGREEMENT.

4. SURPLUS MUNICIPAL WATER: MIDWEST CITY will irrevocably sell to NORMAN three hundred million (300,000,000) gallons of Surplus Municipal Water, whether the water is used or not, at a rate of sixty-eight cents (\$0.68) per 1,000 gallons, for a total of two hundred and four thousand dollars (\$204,000.00). Payment to MIDWEST CITY will be required within 60 days following the Effective Date.

5. BILLING AND WATER USAGE STATEMENTS: MIDWEST CITY will provide an invoice receipt for NORMAN after receiving payment for the purchase of Surplus Municipal Water. COMCD shall maintain and provide usage records to NORMAN and MIDWEST CITY.

6. NORMAN USE OF TEMPORARY WATER: NORMAN shall retain full rights to use temporary water in accordance with contract K-2526-62 between NORMAN and COMCD.

7. TAX PROVISIONS: NORMAN acknowledges that MIDWEST CITY has advised NORMAN that the requirements of the Internal Revenue Code of 1986 and regulations adopted thereunder (collectively, the "Code") applicable to obligations issued and to be issued by MIDWEST CITY to finance water facilities must be complied with in order for interest on such obligations to be and remain exempt from Federal income taxation. To ensure and maintain compliance with such Code requirements, MIDWEST CITY/NORMAN makes the following covenants:

7.1 NORMAN will not sell any water purchased under this Agreement in any manner that would cause such sale to result in any facility of MIDWEST CITY being deemed to be used for a private business under the Code.

7.2 NORMAN currently provides service to the University of Oklahoma who provides service to other tenants or users on their premises. NORMAN will not resell any water purchased under this Agreement, whether directly or as a part of a sale of water from NORMAN's water system, to a wholesale purchaser for resale by such purchaser in addition to the University of Oklahoma. NORMAN will only sell water purchased under this Agreement to its retail customers for ultimate consumption or use.

- 7.3 NORMAN will not enter into any agreement for water purchased under this AGREEMENT and resold to NORMAN'S retail customers except for arrangements for water sale that is available to the general public at either (i) no charge, or (ii) on the basis of rates that are generally applicable and uniformly applied, it being understood that for this purpose, rates may be treated as general applicable and uniformly applied, it being understood that for this purpose, rates may be treated as generally applicable and uniformly applied even if (x) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (y) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates and the rates established are as comparable as reasonably possible to the generally applicable rates.
- 7.4 NORMAN will not enter into any arrangement for water purchased under this AGREEMENT and resold to NORMAN'S retail customers that conveys priority rights or other preferential benefits or that would obligate any retail customers to make payments that are not contingent on the amount of water purchased by such customer such as take or pay or take and pay contracts.
- 7.5 In the event such Code requirements, or interpretations thereof, change after the date hereof, any or all of the foregoing may be modified, by notice in writing from MIDWEST CITY to NORMAN based on the advice of counsel, to reflect such changes.
- 7.6 NORMAN represents and confirms that the Norman Utilities Authority is a public trust created and existing under the laws of the State of Oklahoma for the benefit of the City of Norman, Oklahoma, and covenants that it will continue to be such a public trust for the term of this AGREEMENT. NORMAN further represents and confirms that it is exempt and will remain exempt from Federal income taxation for the term of this AGREEMENT and, by virtue of such exemption, has not filed or paid and will not file or pay any Federal income tax returns for the term of this Agreement.
8. LIABILITY: MIDWEST CITY, NORMAN, and COMCD agree to allocate and limit such liabilities in accordance with this Article to the extent permitted by Oklahoma statutes, constitution, and case law.
- 8.1 Consequential Damages. To the extent permitted by Oklahoma statutes, constitution, and case law, MIDWEST CITY shall not be liable to NORMAN or COMCD, NORMAN shall not be liable to MIDWEST CITY or COMCD, and COMCD shall not be liable to MIDWEST CITY or NORMAN for any special, indirect or consequential damages resulting in any way from the performance of this AGREEMENT.

- 8.2 Remedies and Indemnification for Breach of Tax Covenants. The parties agree that (a) the provisions of Paragraph 7 of this AGREEMENT constitute material terms and conditions of this Agreement; (b) COMCD, MIDWEST CITY each has the right to terminate this Agreement by giving thirty (30) days written notice to NORMAN in the event MIDWEST CITY or COMCD determines, in good faith, that Norman has breached any part of Paragraph 7 of this AGREEMENT; and (c) because of the importance to MIDWEST CITY of preserving the tax-exempt treatment of the interest on its obligations, determinations by the MIDWEST CITY, in good faith, as to NORMAN'S compliance with the provisions of Paragraph 7 and its subparts herein shall be conclusive. Notwithstanding the foregoing, NORMAN agrees to indemnify and hold harmless MIDWEST CITY for all costs incurred by MIDWEST CITY, including reasonable fees of counsel and other professional, with respect to any action required to be taken by MIDWEST CITY to prevent, defend or settle any threatened, preliminary or final action or investigation by the Internal Revenue Service questioning or attacking the tax-exempt status under the Code of the interest on obligations issued by MIDWEST CITY arising from any violation by NORMAN of Paragraph 7 and its subparts herein, except to the extent such violation results from any sale or resale approved in writing by MIDWEST CITY in its sole discretion. Any provisions contained herein which provide for indemnification shall not apply to the United States in the event that it or one of its agencies becomes a successor in interest to NORMAN. This Section shall survive the expiration or earlier termination of this Agreement.
- 8.3 Survival. Upon completion of all obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason, the terms and conditions of this Paragraph 8 and all its subparagraphs shall survive.

9. FORCE MAJEURE: Neither MIDWEST CITY, COMCD, or NORMAN shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For the purposes of this AGREEMENT, such circumstances include, but are not limited to: abnormal weather conditions; unforeseen emergency causing infrastructure failure; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits; licenses; or authorization from any local, state, or federal agency for anything required to be provided by either MIDWEST CITY, COMCD, or NORMAN under this AGREEMENT.

10. NONPERFORMANCE: Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

11. COMMUNICATION: Any communication required by this AGREEMENT shall be made in writing to the addresses specified below:

SURPLUS MUNICIPAL WATER SALE  
FROM MIDWEST CITY TO NORMAN

NORMAN: Norman Utilities Authority  
ATTN: Director of Utilities  
225 N. Webster Ave  
Norman, OK 73070-0370

and

City of Norman  
ATTN: City Attorney  
P.O. Box 370  
201 W. Gray Street  
Norman, OK 73070  
anthony.purinton@normanok.gov

MIDWEST CITY: Midwest City Municipal Authority  
ATTN: Secretary  
100 North Midwest Boulevard  
Midwest City, OK 73110

and

City of Midwest City  
ATTN: City Clerk  
100 North Midwest Boulevard  
Midwest City, OK 73110

COMCD: Central Oklahoma Master Conservancy District  
ATTN: General Manager  
12500 Alameda Drive  
Norman, OK 73026

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of NORMAN, MIDWEST CITY, and COMCD.

12. WAIVER OF BREACH: Any waiver by MIDWEST CITY, NORMAN, or COMCD of any breach of this AGREEMENT shall be in writing. Such waiver shall not affect the waiving party's right with respect to any other or further breach.

13. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

14. AMENDMENT: This AGREEMENT represents the entire and integrated AGREEMENT between NORMAN, MIDWEST CITY, and COMCD. Except as otherwise specified herein, this AGREEMENT supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT may only be changed by written amendment executed by both parties.

15. CITY CONTRACTS WITH COMCD: Nothing in this AGREEMENT supersedes, amends, or abrogates any of the provisions of the Midwest City Contract or the Norman Contract.

16. VENUE AND CHOICE OF LAW: All parties hereto expressly agree that the venue of any litigation relating to or involving this Agreement and/or the rights, obligations, duties and covenants therein shall be in the state district court of Cleveland County, Oklahoma. All parties agree that this Agreement shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

17. EFFECTIVE DATE: For the purposes of this Agreement, the Effective Date shall be determined as the date the Agreement is approved, signed and executed by all parties.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, NORMAN, MIDWEST CITY and COMCD have executed this AGREEMENT.

**NORMAN UTILITIES AUTHORITY**

Approved by NORMAN this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

NORMAN UTILITIES AUTHORITY

ATTEST:

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

\_\_\_\_\_, Secretary

Reviewed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.



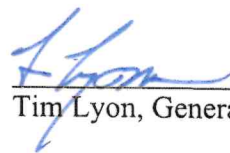
Attorney for Norman Utilities Authority

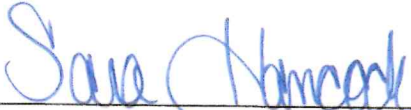
**CITY OF MIDWEST CITY**

Approved by MIDWEST CITY MUNICIPAL AUTHORITY this 22nd day of April, 2026.

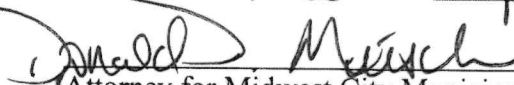
MIDWEST CITY MUNICIPAL AUTHORITY

ATTEST:

By:  \_\_\_\_\_  
Tim Lyon, General Manager

  
\_\_\_\_\_, Secretary

Reviewed this 22nd day of April, 2026.

  
Attorney for Midwest City Municipal Authority



CITY OF MIDWEST CITY

ATTEST:

Sara Hancock  
\_\_\_\_\_  
City Clerk

By: Tim Lyon  
\_\_\_\_\_  
Tim Lyon, City Manager

Reviewed this 23rd day of April, 2026.  
Donald Moore  
\_\_\_\_\_  
Attorney for City of Midwest City



**CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT**

Approved by COMCD this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CENTRAL OKLAHOMA MASTER  
CONSERVANCY DISTRICT

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
\_\_\_\_\_, President

Reviewed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Attorney for COMCD