

## **OKLAHOMA WATER RESOURCES BOARD MEETING INFORMATION**

The Oklahoma Water Resources Board meets monthly in accordance with the date, time, and location shown on the final posted agenda. A draft Board meeting agenda and packet materials are scheduled to be prepared approximately 10 calendar days prior to the Board's meeting. A final agenda is scheduled to be posted at least 24 hours prior to the meeting. The standard sections of the agenda are numbered in a series; additional or special items will appear on the agenda subsequently. Standard sections include the following:

- 01000 = Call to Order
- 02000 = Financial Assistance Division
- 03000 = Summary Disposition Agenda
- 04000 = Items of Interest
- 05000 = Special Consideration Items

This meeting packet contains expanded information (summary documents, proposed orders, etc.) associated with individual agenda items. Each section of the packet contains a cover sheet noting the appropriate corresponding agenda item/number. (For example, to locate agenda item 2.D., concerning a grant or loan, review the packet for the section labeled, "2. Financial Assistance Division," which will begin on page 02000. Item D. is placed in alphabetical order in the section and is labeled accordingly.) The documents and information provided within the meeting packet are draft until approved by the Board. Please contact OWRB staff for the final, official documents as approved by the Board.

If you require assistance in locating an item or accompanying documents, please contact OWRB staff at (405) 530-8800.

**1.B.**

**March 19, 2024 Regular Meeting Draft Official Minutes  
For consideration at the April 16, 2024 Board Meeting**

CALL TO ORDER

The Regular Meeting of the Oklahoma Water Resources Board was called to order by Madam Chair Jennifer Castillo, on March 19, 2024, at 9:31 a.m. at the Oklahoma Water Resources Board located at 3800 N. Classen Blvd. Oklahoma City, Oklahoma 73118. The meeting was conducted pursuant to the Oklahoma Open Meeting Law with due and proper notice provided pursuant to Sections 303 and 311 thereof. The agenda was posted on March 15, 2024, at 3:00 p.m., at the Oklahoma Water Resources Board's offices at 3800 N. Classen Boulevard, Oklahoma City, Oklahoma.

A. Roll Call. Madam Chair Castillo welcomed everyone to the meeting and asked for the roll call of members.

**Board Members Present**

Ron Justice  
Robert L. Stallings, Jr.  
Matt Muller  
Bob Latham  
Jennifer Castillo

**Board Members Absent**

Tom Gorman  
Darren Cook

**Staff Members Present**

Julie Cunningham, Executive Director  
Sara Gibson, General Counsel  
Robby Short, Communication and Marketing Coordinator  
Tamara Lilly, Executive Administrator  
Joe Freeman, Chief, Financial Assistance Division  
Bill Cauthron, Chief, Water Quality Programs Division  
Chris Neel, Chief, Planning and Management Division  
Cleve Pierce, Chief, Administrative Services Division

**Others Attending**

Mary Stallings  
Jan Neufeld, City of Altus  
Victoria Tran, SOEE  
Alan Kight, Jr., Push. RWD 2  
Martin Fourkiller, Push. RWD 2  
Aaron Mears, Latimer RWD 2  
Michael Redman, Latimer RWD 2  
Layton Shurket, Marietta Public Works  
Lisa Cox, DEQ  
Bodie Bachelor, Centennial Law  
Justin Hodge, DEQ  
Michael Taylor, Cowan Group  
Marla Peek, OK Farm Bureau  
Charlie Swinton, BancFirst  
Leslie Lewis, Halff  
Chris Wolff, MFS  
Jeff Everett, OGE

B. Discussion, Amendments and Vote to Approve Official Minutes of the February 20, 2024, Regular Meeting. Madam Chair Castillo inquired if all members reviewed the minutes of the January 16, 2024, meeting and if no questions, or changes, requested a motion to approve. No comments or amendments; Mr. Muller motioned to approve, and Mr. Latham seconded the motion. Madam Chair Castillo called for the vote.

AYE: Latham, Stallings, Justice, and Muller  
NAY: None  
ABSTAIN: Landess and Castillo  
ABSENT: Gorman and Cook

C. **Executive Director’s Report:**

All climate divisions received less than 50% of normal rainfall for the past 30-day period (2/13-3/13/2024). The Panhandle was the lowest at 13% of normal rainfall. According to the drought monitor, 70,900 Oklahoma residents are in drought (3.82% of the state in area). The Palmer Drought Severity Index (PDSI) and Standardized Precipitation Index (SPI) show all OK climate regions are near normal or wetter. No burn bans are in effect as of March 3, 2024.

February and March have been dominated by legislature. Meeting with legislators, reviewing legislation on their request, and answering questions as several bills evolved. Hosted several panel discussions with federal agencies and congressional committee staffers. USGS, NOAA, NASA, and FEMA are working on several initiatives relating to water data and planning tools. Improvements to USGS National Land Satellite Network that will more accurately measure Evapotranspiration, and allow better analyses of the water column, fire potential, burn severity, etc. Next Generation Water Assessment System, Water Use database, and Open ET. Also hosted a discussion with National Farm Bureau and Family Farm Alliance regarding private property rights, the aggregation and interpretation of data. Want to make sure that raw data cannot be misinterpreted or used against a particular farm. There are information service providers that use this data, again, want to make sure they are using it correctly. Also want to be sure that other land uses are being assessed and not just irrigation; reiterated opposition of federal regulation of groundwater since it is a state right.

Notable bills include SB 1331 which passed the Senate Floor vote (S. Bullard) Water Infrastructure Investment Revolving Fund and Grant/Loan program. Floor amendment changed the funding amount from \$250 million to \$125 million and would give OWRB authority to invest the funds in existing or new programs where we see the need.

**Legislative Session:**

Notable bills include SB 1331 which passed the Senate Floor vote (S. Bullard) Water Infrastructure Investment Revolving Fund and Grant/Loan program. Floor amendment changed the funding amount from \$250 million to \$125 million and would give OWRB authority to invest the funds in existing or new programs where we see the need.

SB 1391 passed Senate Floor vote (Rogers) Oklahoma Water Resources Board; creating the Arkansas River Levee Improvement revolving fund; making an appropriation.

HB 3194 (Rep. Newton) Metering amended to allow alternative measuring system passed House Floor vote.

SB 1341 Requires all holders of certain commercial water permits to equip wells with monitoring equipment, report to the Water Resources Board on usage, and directs the Board to enforce new regulations and develop plans for the preservation of aquifers. Passed Senate Floor vote.

D. **Financial Update**

Mr. Cleve pierce, Chief Administrative Services Division, presents the budget report for the period ending February 2024. Mr. Pierce reports the agency has spent 61 % of it appropriated budget leaving 39 %; spent 37% of its revolving budget, leaving 63%; has spent 23% of its federal budget, leaving 77%. Overall, the total budget remaining is 63% with 33% of the year remaining.

**2. FINANCIAL ASSISTANCE DIVISION**

**A. Consideration of and Possible Action on a Proposed Order Approving Drinking Water Funding Application for the Rural Water District No. 2, Pushmataha County, Oklahoma. Recommended for Approval.**

This is a \$1.7 million loan request from Pushmataha County Rural Water District No. 2. The district is requesting the funds for rehabilitation of a booster pump station, for replacing aging pumps, for installing a backup generator and a chloramine disinfection system. The loan will be funded through the drinking water SRF loan program with a fixed interest rate plus a half point administrative fee. The loan will mature within 20 years of the completion of construction and will be secured with a lien on the district’s water revenues and a mortgage. The district’s water connections have increased by approximately 8% over the last ten years and their debt coverage ratio stands at 1.97 times.

Madam Chair Castillo Gorman asked for additional questions, discussion, or motion. A motion for approval was made by Mr. Latham and Mr. Stallings seconded the motion; Madam Chair Castillo called for the vote.

AYE: Latham, Stallings, Justice, and Muller, Landess and Castillo  
NAY: None  
ABSTAIN: None  
ABSENT: Gorman and Cook

**B. Consideration of and Possible Action on a Proposed Order Approving Drinking Water Funding Application for the Marietta Public Works Authority, Love County, Oklahoma. Recommended for Approval.**

This is a \$5,750,000 loan request from the Marietta Public Works Authority located in Love County. They are requesting the loan for construction of a new 300,000-gallon elevated water storage tank, refurbish an existing tank, lay approximately 6,200 feet of 10-inch PVC water line, and for a new water well with a chlorination feed system. The loan will be funded through the drinking water SRF loan program with a fixed interest rate plus a half point administrative fee. The loan will mature within 30 years of the completion of construction and will be secured with a lien on Marietta’s water and sewer system revenues and a mortgage. Water and sewer connections have increased by approximately 4% over the last 10 years and their debt coverage ratio stands at 1.32 times.

Madam Chair Castillo Gorman asked for additional questions, discussion, or motion. A motion for approval was made by Mr. Stallings and Mr. Justice seconded the motion; Madam Chair Castillo called for the vote.

AYE: Latham, Stallings, Justice, and Muller, Landess and Castillo  
NAY: None  
ABSTAIN: None  
ABSENT: Gorman and Cook

**C.** Consideration of and Possible Action on a Proposed Order Approving Drinking Water Funding Application for the Altus Municipal Authority, Jackson County, Oklahoma. Recommended for Approval.

This is a \$20.4 million loan request from the Altus Municipal Authority. They are requesting the loan for the replacement of approximately 100,000 feet of water line throughout the city. The loan will be funded through the drinking water SRF loan program with a fixed interest rate plus a half point administrative fee. The loan will have a maturity not to exceed 30 years from the completion of the project and will be secured with a lien on Altus's water and sewer system revenues. Altus has been a long-time loan customer of the Boards. They currently have 4 outstanding loans with a combined balance of approximately \$13.7 million and their debt coverage ratio stands at 1.42 times.

Madam Chair Castillo Gorman asked for additional questions, discussion, or motion. A motion for approval was made by Mr. Latham and Ms. Landess seconded the motion; Madam Chair Castillo called for the vote.

AYE: Latham, Stallings, Justice, and Muller, Landess and Castillo  
NAY: None  
ABSTAIN: None  
ABSENT: Gorman and Cook

**D.** Report of the February 20, 2024, Board Audit Committee Meeting including Oklahoma Water Resources Board State Loan Program Revenue Bonds and Clean Water State Revolving Fund Program (CWSRF) Financial Statements as of June 30, 2023 and 2022, Audits of the CWSRF Administration Fund and the Drinking Water Treatment Loan Administrative Fund as of June 30, 2023 and 2022.

Following last month's board meeting Mr. Gorman and Mr. Justice along with staff and our auditing firm met for the annual review of the financial assistance division's financial data, compliance, oversight, and audits.

1. The committee reviewed the auditor's management letter, our audits by our auditors from Arledge and associates and the annual EPA evaluation reports of the SRF programs.
2. We discussed our arbitrage rebate reports and that they are all current.
3. We reviewed our borrower's annual audited debt coverage ratio report and were able to report that as of February 6<sup>th</sup> of this year based on borrower's last audits that 97% are meeting their debt coverage ratio requirements of 1.25 times or 1.4 times.
4. We discussed our regulatory continuing disclosure policy and standard operating procedure for disclosure.
5. We reviewed our loan documentation exceptions reports as of the end of December. These are borrower loan agreement items such as borrowers maintaining property insurance, fidelity bond coverage, liability insurance, workers compensation coverage, that borrowers have licensed operators, and annual audits.
6. We were able to report that we do not have any loan payment defaults in any of our three loan programs.
7. We reviewed our debt service reserve balances.
8. We looked over our financial assistance division investment portfolio for reserves, defeasances, operating funds, and second round loan funds.
9. In addition, we discussed our SRF bond ratings from standard and poor and fitch and our FAP loan program bond rating from Standard and poor of which all our ratings are AAA.

**3. SUMMARY DISPOSITION AGENDA ITEMS**

All the items listed below under this Summary Disposition Agenda are recommended for approval. Any item listed under this Summary Disposition Agenda may, at the request of any member of the Board, the Board’s staff, or any other person attending this meeting, be transferred to the Special Consideration Agenda. Under the Special Consideration Agenda, separate discussion and vote or other action may be taken on any items already listed under that agenda or items transferred to that agenda from this Summary Disposition Agenda.

Request to transfer items from Summary Disposition to the Special Consideration Agenda and Action on whether to transfer such items.

Discussion, questions, and responses pertaining to any items remaining on Summary Disposition agenda and possible action items listed below.

- A. Requests to Transfer Items from Summary Disposition Agenda to the Special Consideration Agenda and Action on Whether to Transfer Such Items.
- B. Discussion, Questions, and Responses Pertaining to Any Items Remaining on Summary Disposition Agenda and Possible Action on Items Listed Below.
- C. Consideration of and Possible Action on Financial Assistance Division Items:

- 1. Emergency Grant Applications:  
None.
- 2. Rural Economic Action Plan (REAP) Grant Applications:

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
COEDD				
a.	FAP-24-0039-R	Wetumka Authority	Municipal Hughes	\$ 99,999.00

- 3. CWSRF Principal Forgiveness Loan Applications:  
None.
- 4. DWSRF Principal Forgiveness Loan Applications:

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
a.	ORF-24-0015-DW	Rural Water District No. 13, McIntosh County	McIntosh	\$ 800,000.00

- 5. Sewer Overflow and Stormwater Reuse Municipal Grants (“OSG”)  
None.
- 6. American Rescue Plan Act (ARPA) Grant Applications:

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
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a.	ARP-23-0039-DTG	Rural Water District No. 2, Latimer County	Latimer	\$ 500,000.00
b.	ARP-23-0038-DTG	Rural Water District No. 6, McCurtain County	McCurtain	\$ 500,000.00
c.	ARP-23-0036-DTG	Rural Water District No. 8, Pittsburg County	Pittsburg	\$ 500,000.00
d.	ARP-23-0033-DTG	Rural Water District No. 1, Pushmataha County	Pushmataha	\$ 500,000.00
e.	ARP-23-0028-DTG	Rural Water District No. 6, Okmulgee County	Okmulgee	\$ 700,000.00
f.	ARP-23-0131-G	Carney Public Utilities Authority	Lincoln	\$ 1,000,000.00
g.	ARP-23-0201-G	Rural Water District No. 8, McClain County	McClain	\$ 1,000,000.00
h.	ARP-23-0032-DTG	The Stringtown Public Works Authority	Atoka	\$ 1,000,000.00
i.	ARP-23-0223-G	Town of Canadian	Pittsburg	\$ 1,000,000.00
j.	ARP-23-0227-G	Town of Crowder	Pittsburg	\$ 1,000,000.00
k.	ARP-23-0151-G	Town of Hartshorne	Pittsburg	\$ 1,000,000.00
l.	ARP-23-0001-G	Waurika Public Works Authority	Jefferson	\$ 1,000,000.00
m.	ARP-23-0191-G	Wetumka Municipal Authority	Hughes	\$ 1,000,000.00
n.	ARP-23-0005-DG	Wewoka Public Works Authority	Seminole	\$ 1,000,000.00
o.	ARP-23-0022-DPG	Fort Cobb Reservoir Master Conservancy District	Caddo	\$ 1,409,648.00
p.	ARP-23-0035-DTG	The Broken Bow Public Works Authority	McCurtain	\$ 2,000,000.00
q.	ARP-23-0014-DTG	The Locust Grove Public Works Authority	Mayes	\$ 3,000,000.00

D. Consideration of and Possible Action on the Contracts and Agreements:

None

E. Consideration of and Possible Action on Applications for Temporary Permits to Use Groundwater:

1. McIntyre Land & Cattle LLC, Beckham County, 2023-509
2. Eric Edward Miller and Paula Irene Miller, Major County, 2023-542
3. Vince L. and Jacqueline D. McGolden, Major County, 2023-547



4. Mike D. and Julie Miller, Garfield County, 2023-572
  5. BRAC Land, LLC, Custer County, 2023-629
  6. Vince L. and Jacqueline D. McGolden, Major County, 2023-645
  7. Le's Farm and Ranch, LLC, Craig County, 2023-651
  8. Khoa Tran, McCurtain County, 2023-654
- F. Consideration of and Possible Action on Applications to Amend Temporary Permits to Use Groundwater:  
None
- G. Consideration of and Possible Action on Applications for Regular Permits to Use Groundwater:
1. Hudson and Deborah Williams, Texas County, 2023-503
  2. Gilley Family Revocable Trust, Garvin County, 2023-507
  3. Kade and Megan Sanford, Beckham County, 2023-526
  4. Kolt Landon Hayes, Beaver County, 2023-586
  5. Tate Endersby, Woodward County, 2023-595
  6. MPH Farms, LLC, Texas County, 2023-622
  7. MPH Farms, LLC, Texas County, 2023-643
  8. Adam Lyle and Spring Marie Cordes, Custer County, 2023-652
  9. Circle 5 Farms, LLC, Texas County, 2023-677
- H. Consideration of and Possible Action on Applications to Amend Regular Permits to Use Groundwater:
1. Brett A. and Whitney J. Bain, Cotton County, 2019-555
  2. Bryan County Rural Water, Sewer, and Solid Waste Management District #2, Bryan County, 2013-515
- I. Consideration of and Possible Action on Applications to Amend Prior Right to Use Groundwater:  
None
- J. Consideration of and Possible Action on Applications to for Term/Seasonal Permits to Use Stream Water:  
None
- K. Consideration of and Possible Action on Applications for Regular Permits to Use Stream Water:
1. T D H Ranch, LLC, Johnston County, 2021-013
  2. Daniel Knight, Creek County, 2023-012
- L. Consideration of and Possible Action on Applications to Amend Regular Permits to Use Stream Water:  
None
- M. Consideration of and Possible Action on Well Driller and Pump Installer Licensing:
1. New Licenses, Accompanying Operator Certificates and Activities:
 

a. Licensee: Numac LLC	DPC-1036
1. Operator: Ronald McPherson	OP-2511
Activities: groundwater wells	
  2. New Operators, Licensee Name Change, and/or Activities for Existing Licenses:
 

a. Licensee: Ace Water Well Service, LLC	DPC-0932
1. Operator: George Farmer	OP-2512
Activities: Pump Installation	
b. Licensee: Ace Water Well Service, LLC	DPC-0932
2. Operator: Adam White	OP-2513
Activities: Pump Installation	
c. Licensee: Ace Water Well Service, LLC	DPC-0932
3. Operator: Justin Gilbert	OP-2514
Activities: Pump installation	
d. Licensee: Ace Water Well Service, LLC	DPC-0932
4. Operator: Amanda Gibson	OP-2515
Activities: Pump installation	
e. Licensee: METCO	DPC-0653

- 5. Operator: Tareq Abuawad OP-2516  
Activities: Monitoring wells
- f. Licensee: Oklahoma Environmental Services DPC-0363
- 6. Operator: Darryl Green OP-2517  
Activities: Monitoring wells
- g. Licensee: Matcor DPC-0479
- 7. Operator: Justin Wallage OP-2518  
Activities: Cathodic protection and plugging of certain water wells
- h. Licensee: High Cedar Pump DPC-0876
- 8. Operator: Clayton Hodson OP-2519  
Activities: Pump installation
- I. Licensee: Ellingson Drainage Inc DPC-1119
- 9. Operator: Brent Fleming OP-2521  
Activities: Monitoring wells and pump installation

N. Consideration of and Possible Action on Dam and Reservoir Construction:

- 1. American Fidelity Dam, #OK02422, Oklahoma County
- 2. Chalk Dam, #OK30627, Johnston County

O. Consideration of and Possible Action on Permit Applications for Proposed Development on State Owned or Operated Property within Floodplain Areas:

None.

P. Consideration of and Possible Action on Applications for Accreditation of Floodplain Administrators:

- 1. Keith Titsworth, Muskogee County, #FPA-251
- 2. Travis Guess, Lincoln County, #FPA-233
- 3. Noah Fessenden, Dewey County, #FPA-813
- 4. Greg Miller, Greer County, #FPA-374
- 5. Clint Mascho, Citizen Potawatomi Nation, #FPA-408
- 6. Boa Cox, Osage County, #FPA-87
- 7. Charles Calvert, Washington County, #463

Madam Chair Castillo asked for additional questions, discussion, or motion. A motion for approval was made by Mr. Muller and Mr. Stallings seconded the motion; Madam Chair Castillo called for the vote.

- AYE: Latham, Stallings, Justice, and Muller, Landess and Castillo
- NAY: None
- ABSTAIN: None
- ABSENT: Gorman and Cook

**4. QUESTIONS AND DISCUSSION ABOUT AGENCY MATTERS AND OTHER ITEMS OF INTEREST**  
**Chairman Jennifer Castillo**

- A. No Items

**5. SPECIAL CONSIDERATION** **Chairman Jennifer Castillo**

- A. No items for Special Considerations
- B. Consideration of and Possible Action on Items Transferred from Summary Disposition, if any.

**6. New Business**

**Chairman Jennifer Castillo**

No new business

Under the Open Meeting Act, this agenda item is authorized only for matters not known about or which could not have been reasonably foreseen prior to the time of posting the agenda or any revised agenda.

**7. ADJOURNMENT**

There being no further business, Acting Chair Gorman adjourned the regular meeting of the Oklahoma Water Resources Board at 10:05 a.m. on March 19, 2024. The next regular meeting of the Oklahoma Water Resources Board will be held on Tuesday April 16, 2024, at 9:30 a.m., at the Oklahoma Water Resources Board located at 3800 N. Classen Blvd., Oklahoma City, Oklahoma 73118.

**OKLAHOMA WATER RESOURCES BOARD**

\_\_\_\_\_  
Jennifer Castillo, Chairman

\_\_\_\_\_  
Thomas Gorman, Vice Chairman

\_\_\_\_\_  
Matt Muller

\_\_\_\_\_  
Darren Cook

\_\_\_\_\_  
Ron Justice

\_\_\_\_\_  
Bob. Latham

\_\_\_\_\_  
Robert L. Stallings, Jr.

**ATTEST:**

\_\_\_\_\_  
Suzanne Landess, Secretary (SEAL)

## **1. D. FINANCIAL UPDATE**

### 1. D.1. Monthly Budget Report



## MARCH 2024 FOR FY2024 FY 2024 Revenues and Expenses

Revenues	Fund	General Revenue	Budgeted	Expended	Balance	Percentage Remaining
	19411	1	FY 23 Carryover	329,439	35,783	293,656
19401	1	FY 23 Appropriation	4,234,620	3,313,139	921,481	22%
		<b>Total General Revenue</b>	<b>4,564,059</b>	<b>3,348,922</b>	<b>1,215,137</b>	<b>27%</b>
		<b>Revolving Funds</b>				
21000	2	Drillers Indemnity Fund	50,000	0	50,000	100%
21500	3	OWRB Revolving Fund	4,092,154	1,895,574	2,196,580	54%
23500	4	Phase II A-S Hydro St Rev Fund	212,437	35,159	177,278	83%
24000	5	Revolving Fund	772,000	599,116	172,884	22%
24500	6	Drillers Regulation Fund			0	
25000	7	Water Infrastructure Dev. Fund (OCWP)	4,259,067	1,486,175	2,772,892	65%
42000	8	USGS Cooperative Agreement	339,300	81,048	258,252	76%
44400	9	DW Loan Administration Fund	1,359,492	633,864	725,628	53%
44500	10	CW Loan Administration Fund	2,810,016	1,375,877	1,434,139	51%
		<b>Total Revolving Funds</b>	<b>13,894,466</b>	<b>6,106,813</b>	<b>7,787,653</b>	<b>56%</b>
		<b>Federal Funds</b>				
40000	11	Federal Fund - General	1,289,152	276,405	1,012,747	79%
40700	12	Federal Fund - Engineering and Planning	4,785,605	1,456,999	3,328,606	70%
49700	13	Federal Fund - *ARPA	1,485,959	354,349	1,131,610	76%
		<b>Total Federal Funds</b>	<b>7,560,716</b>	<b>2,087,753</b>	<b>5,472,963</b>	<b>72%</b>
		<b>Total Funding</b>	<b>26,019,241</b>	<b>11,543,487</b>	<b>14,475,754</b>	<b>56%</b>
Expenses			Budgeted	Expended	Balance	Percentage Remaining
	510000	14	Salary Expense	7,668,320	5,476,426	2,191,894
512000	15	Insurance	1,317,610	958,548	359,062	27%
513000	16	FICA and Retirement	1,771,303	1,252,420	518,883	29%
515000	17	Professional Services	9,250,518	2,415,164	6,835,354	74%
519000	18	Flexible Benefits	16,000	8,901	7,099	44%
		<b>Total Personal Services</b>	<b>20,023,751</b>	<b>10,111,459</b>	<b>9,912,292</b>	<b>50%</b>
520000	19	Travel Expense	549,521	195,622	353,899	64%
530000	20	Administrative Expense	1,396,856	783,936	612,920	44%
540000	21	Furniture and Equipment Expense	564,184	58,572	505,612	90%
550000	22	Intra Inter Agency Payments	3,484,929	393,898	3,091,031	89%
		<b>Total Operating Expenses</b>	<b>5,995,490</b>	<b>1,432,028</b>	<b>4,563,462</b>	<b>76%</b>
		<b>Total Expenditures</b>	<b>26,019,241</b>	<b>11,543,487</b>	<b>14,475,754</b>	<b>56%</b>

\*American Recovery and Reinvestment Act (ARPA)

% of FY Remaining 25%

## **2. FINANCIAL ASSISTANCE DIVISION**

April 16, 2024

**LOAN APPLICATION**  
**RECOMMENDED FOR APPROVAL**

**Applicant:** The Duncan Public Utilities Authority, Stephens County

**Loan Application No.:** ORF-25-0029-CW  
 Clean Water SRF Loan (“CWSRF Loan”)

**Amount Requested:** \$4,800,000.00

**Interest Rate:** The CWSRF Loan shall bear a fixed interest rate to be determined prior to loan closing plus an administrative fee of 0.5% per annum, all on the outstanding principal balance of the loan.

**Payment Term:** Interest, administrative fee, and principal payments shall be made on a semi-annual basis. The applicant shall commence principal repayment no later than one (1) year following Project completion and the maturity of the loan shall be no later than thirty (30) years following the date the Project is completed.

**Security Position:** The loan shall be secured with a lien on the revenues of the applicant's water, sewer, sanitation, and electric systems, a one cent sales tax and may include a mortgage on the applicant's water, sewer, and electric systems and other real property.

**Purpose:** The applicant will utilize the loan proceeds to: (i) make improvements at the wastewater treatment plant including a new chlorination/dechlorination system and chemical building, repair and replace manholes and sewer lines throughout the system, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<b><u>Sources of Funds (Est.)</u></b>		<b><u>Uses of Funds (Est.)</u></b>	
Loan Proceeds	\$4,800,000.00	Project	\$4,682,515.00
		Bond Counsel	50,500.00
		Financial Advisor	50,500.00
		Local Counsel	15,985.00
		Trustee Bank	500.00
<b>Total</b>	<b>\$4,800,000.00</b>	<b>Total</b>	<b>\$4,800,000.00</b>

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA**

IN THE MATTER OF LOAN APPLICATION )  
NO. ORF-25-0029-CW IN THE NAME OF )  
THE DUNCAN PUBLIC UTILITIES AUTHORITY )  
STEPHENS COUNTY, OKLAHOMA )

**PROPOSED  
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of April, 2024.

WHEREAS, The Duncan Public Utilities Authority (the "Applicant") has made its Application for Funding No. ORF-25-0029-CW (the "Application") to the Board for a loan from the Clean Water State Revolving Fund (the "CWSRF") program, pursuant to Title 82 Oklahoma Statutes 2011, Sections 1085.51 *et seq.*, as amended; and

WHEREAS, the Applicant intends to use the loan for wastewater system improvements and/or water quality protection efforts to further compliance with State and Federal standards, and/or to refinance existing indebtedness originally incurred for such purposes; and

WHEREAS, the Board has completed its review of the Application and related information, and finds that the Application should be approved according to the terms and conditions set forth below.

NOW, THEREFORE, LET IT BE RESOLVED AND ORDERED BY THE OKLAHOMA WATER RESOURCES BOARD:

Application for Funding No. ORF-25-0029-CW in the name of The Duncan Public Utilities Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) make improvements at the wastewater treatment plant including a new chlorination/dechlorination system and chemical building, repair and replace manholes and sewer lines throughout the system, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. A loan shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$4,800,000.00. The Applicant shall pay interest on the loan at a fixed rate to be determined prior to closing plus an administrative fee at the rate of 0.5% per annum, all on the outstanding balance of disbursed loan proceeds. Interest, administrative fee, and any principal payments shall be made on a semi-annual basis. The Applicant shall commence principal repayment no later than one (1) year following Project completion, and the maturity of the loan shall be no later than thirty (30) years following the date the Project is completed.



**ORDER APPROVING LOAN APPLICATION  
THE DUNCAN PUBLIC UTILITIES AUTHORITY  
ORF-25-0029-CW**

2. The loan shall be secured with a lien on the revenues of the Applicant's water, sewer, sanitation, and electric systems, a one cent sales tax and may include a mortgage on the Applicant's water, sewer, and electric systems and other real property.

3. Upon the Applicant's acceptance of the Board's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-obligate all or a portion of the loan funds in order to be used by the Board to make other CWSRF loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from the CWSRF in accordance with the CWSRF program regulations as approved by the United States Environmental Protection Agency.

4. The Board's Staff is authorized to determine what additional conditions or requirements shall be necessary in order to assure the soundness of the loan and compliance with applicable financial, legal, CWSRF, and Bond Resolution requirements. In accordance with applicable authority and the United States Environmental Protection Agency ("EPA") guidelines for the implementation of the CWSRF Capitalization Grant, the loan conditions may include principal forgiveness to be used to pay a portion of the costs of the Project as described in the Application or for other purposes authorized by applicable authority and EPA guidelines. The Board's Staff is further authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially and adversely affect the loan.

5. The loan shall be subject in all respects to the provisions of the Applicant's promissory note(s), loan agreement(s), and other loan documents which shall be executed by proper officials of the Applicant and a Board Member at or prior to loan closing as appropriate.

6. Additional loans may be made at such times, for such projects of the Applicant, at such repayment periods and interest rates, and upon such other terms and conditions as may be agreed to and approved by the Board and the Applicant.

So ordered this 16th day of April, 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

\_\_\_\_\_  
Jennifer Castillo, Chairman

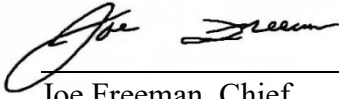
ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
THE DUNCAN PUBLIC UTILITIES AUTHORITY  
ORF-25-0029-CW**

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman", is written over a horizontal line.

Joe Freeman, Chief  
Financial Assistance Division

**LOAN APPLICATION**  
**RECOMMENDED FOR APPROVAL**

**Applicant:** Norman Utilities Authority, Cleveland County

**Loan Application No.:** ORF-24-0057-CW  
 Clean Water SRF Loan (“CWSRF Loan”)

**Amount Requested:** \$5,000,000.00

**Interest Rate:** The CWSRF Loan shall bear a fixed interest rate to be determined prior to loan closing plus an administrative fee of 0.5% per annum, all on the outstanding principal balance of the loan.

**Payment Term:** Interest, administrative fee, and principal payments shall be made on a semi-annual basis. The applicant shall commence principal repayment no later than one (1) year following Project completion and the maturity of the loan shall be no later than twenty-five (25) years following the date the Project is completed.

**Security Position:** The loan shall be secured with a lien on the revenues of the applicant's water and sewer systems and may include a mortgage on the applicant's water and sewer systems and other real property.

**Purpose:** The applicant will utilize the loan proceeds to: (i) replace dewatering centrifuges with a new hydraulic drive centrifuge system, replace blowers, renovate the administrative building, construct a new storage building, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<b><u>Sources of Funds (Est.)</u></b>		<b><u>Uses of Funds (Est.)</u></b>	
Loan Proceeds	\$5,000,000.00	Project	\$9,525,500.00
Interior and Environmental Appropriations Bill Grant	\$4,600,000.00	Bond Counsel	47,500.00
		Financial Advisor	26,500.00
		Trustee Bank	500.00
<b>Total</b>	<u>\$9,600,000.00</u>	<b>Total</b>	<u>\$9,600,000.00</u>

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA**

IN THE MATTER OF LOAN APPLICATION        )  
NO. ORF-24-0057-CW IN THE NAME OF        )  
NORMAN UTILITIES AUTHORITY                )  
CLEVELAND COUNTY, OKLAHOMA                )

**PROPOSED  
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of April, 2024.

WHEREAS, Norman Utilities Authority (the "Applicant") has made its Application for Funding No. ORF-24-0057-CW (the "Application") to the Board for a loan from the Clean Water State Revolving Fund (the "CWSRF") program, pursuant to Title 82 Oklahoma Statutes 2011, Sections 1085.51 *et seq*, as amended; and

WHEREAS, the Applicant intends to use the loan for wastewater system improvements and/or water quality protection efforts to further compliance with State and Federal standards, and/or to refinance existing indebtedness originally incurred for such purposes; and

WHEREAS, the Board has completed its review of the Application and related information, and finds that the Application should be approved according to the terms and conditions set forth below.

NOW, THEREFORE, LET IT BE RESOLVED AND ORDERED BY THE OKLAHOMA WATER RESOURCES BOARD:

Application for Funding No. ORF-24-0057-CW in the name of Norman Utilities Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) replace dewatering centrifuges with a new hydraulic drive centrifuge system, replace blowers, renovate the administrative building, construct a new storage building, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. A loan shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$5,000,000.00. The Applicant shall pay interest on the loan at a fixed rate to be determined prior to closing plus an administrative fee at the rate of 0.5% per annum, all on the outstanding balance of disbursed loan proceeds. Interest, administrative fee, and any principal payments shall be made on a semi-annual basis. The Applicant shall commence principal repayment no later than one (1) year following Project completion, and the maturity of the loan shall be no later than twenty-five (25) years following the date the Project is completed.

**ORDER APPROVING LOAN APPLICATION  
NORMAN UTILITIES AUTHORITY  
ORF-24-0057-CW**

2. The loan shall be secured with a lien on the revenues of the Applicant's water and sewer systems and may include a mortgage on the Applicant's water and sewer systems and other real property.

3. Upon the Applicant's acceptance of the Board's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-obligate all or a portion of the loan funds in order to be used by the Board to make other CWSRF loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from the CWSRF in accordance with the CWSRF program regulations as approved by the United States Environmental Protection Agency.

4. The Board's Staff is authorized to determine what additional conditions or requirements shall be necessary in order to assure the soundness of the loan and compliance with applicable financial, legal, CWSRF, and Bond Resolution requirements. In accordance with applicable authority and the United States Environmental Protection Agency ("EPA") guidelines for the implementation of the CWSRF Capitalization Grant, the loan conditions may include principal forgiveness to be used to pay a portion of the costs of the Project as described in the Application or for other purposes authorized by applicable authority and EPA guidelines. The Board's Staff is further authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially and adversely affect the loan.

5. The loan shall be subject in all respects to the provisions of the Applicant's promissory note(s), loan agreement(s), and other loan documents which shall be executed by proper officials of the Applicant and a Board Member at or prior to loan closing as appropriate.

6. Additional loans may be made at such times, for such projects of the Applicant, at such repayment periods and interest rates, and upon such other terms and conditions as may be agreed to and approved by the Board and the Applicant.

So ordered this 16th day of April, 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

\_\_\_\_\_  
Jennifer Castillo, Chairman

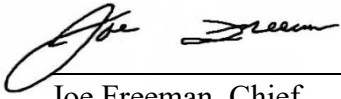
ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
NORMAN UTILITIES AUTHORITY  
ORF-24-0057-CW**

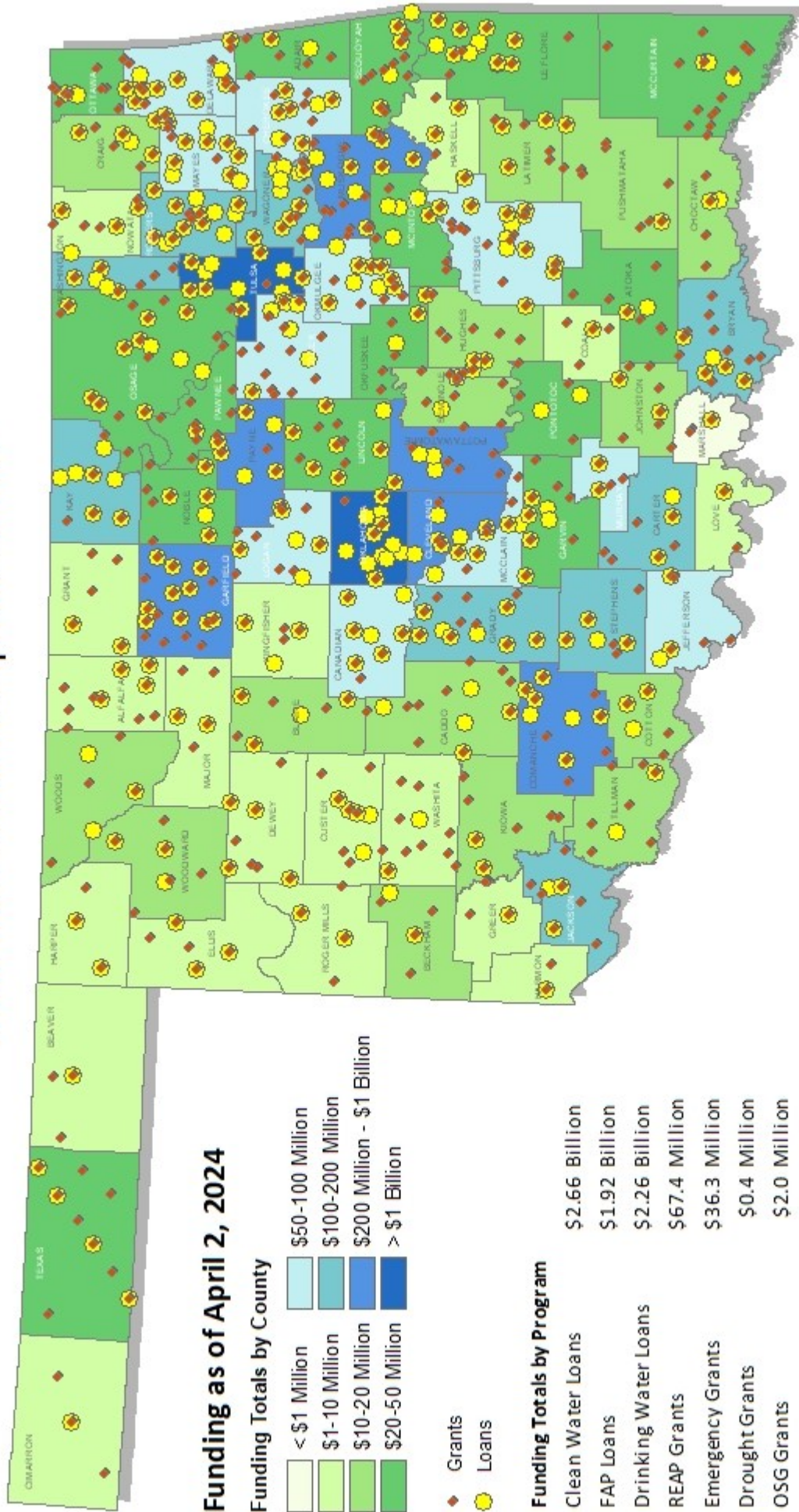
Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman", is written over a horizontal line.

Joe Freeman, Chief  
Financial Assistance Division

# Financial Assistance Division

## Loan and Grant Recipient Status



**Funding Totals by Program**

Clean Water Loans	\$2.66 Billion
FAP Loans	\$1.92 Billion
Drinking Water Loans	\$2.26 Billion
REAP Grants	\$67.4 Million
Emergency Grants	\$36.3 Million
Drought Grants	\$0.4 Million
OSG Grants	\$2.0 Million
Special Purpose Grants	\$2.6 Million
ARPA Grants	\$411.6 Million
<b>TOTAL</b>	<b>\$7.36 Billion</b>
<b>TOTAL SAVINGS</b>	<b>\$2.2 Billion</b>



**3.C.1. SUMMARY DISPOSITION AGENDA ITEMS**

FINANCIAL ASSISTANCE DIVISION

April 16, 2024



**AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION**  
**RECOMMENDED FOR APPROVAL**

**Applicant:** The Eufaula Public Works Authority, McIntosh County

**Grant Application No.:** ARP-23-0029-DTG  
 American Rescue Plan Act Grant (“ARPA Grant”)

**Amount Requested:** \$400,000.00

**Designated Grant**

**Information:** Name and/or number of the ARPA Grant account under which designated: Tribal Matching Grant - ARPA-YY000881

**Purpose:** The Eufaula Public Works Authority operates a wastewater collection system (System). The System has aging pipes and manholes causing high inflow and infiltration. The proposed project is to replace 8,032 linear feet of sanitary sewer pipe via pipe bursting methods, remove and replace twelve manholes, and all appurtenances required to complete the project.

<b><u>Sources of Funds (Est.)</u></b>		<b><u>Uses of Funds (Est.)</u></b>	
OWRB ARPA Grant:	\$400,000.00	Project:	\$1,009,800.00
Muskogee Creek Tribal Matching Funds:	400,000.00		
Indian Health Services:	204,000.00		
Local Matching Funds:	5,800.00		
<b>Total</b>	<u>\$1,009,800.00</u>	<b>Total</b>	<u>\$1,009,800.00</u>

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA**

IN THE MATTER OF AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION NO. ARP-23-0029-DTG )  
IN THE NAME OF THE EUFAULA PUBLIC WORKS )  
AUTHORITY, )  
MCINTOSH COUNTY, OKLAHOMA. )

**PROPOSED  
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of April 2024. The Board finds that since the application for this grant has been identified by the legislature, has met the eligibility requirements for this grant, and that since sufficient funds are available, the grant application for an amount not to exceed \$400,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$400,000.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to install 8,032 linear feet of sanitary sewer pipe via pipe bursting methods and remove and replace twelve manholes. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, The Eufaula Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA regulations, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of April 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

\_\_\_\_\_  
Jennifer Castillo, Chairman

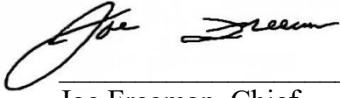
ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary

(SEAL)

The Eufaula Public Works Authority  
OWRB ARPA Grant No. ARP-23-0029-DTG

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman". The signature is written in a cursive style with a large initial "J" and "F".

---

Joe Freeman, Chief  
Financial Assistance Division



**BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA**

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION )  
NO. ARP-23-0295-G IN THE NAME OF THE )  
CITY OF ANADARKO, )  
CADDO COUNTY, OKLAHOMA. )

**PROPOSED**  
ORDER APPROVING ARPA GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of April 2024. The Board finds that since the application for this grant has received a priority ranking of 54 points under Chapter 50 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$600,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$600,000.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to replace the existing pumps with three new high speed service pump stations. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, City of Anadarko is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of April 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

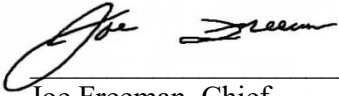
\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary  
(SEAL)

City of Anadarko  
OWRB ARPA Grant No. ARP-23-0295-G

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

---

Joe Freeman, Chief  
Financial Assistance Division

**ARPA GRANT APPLICATION**  
**RECOMMENDED FOR APPROVAL**

**APPLICANT:** City of Sallisaw, Oklahoma  
**COUNTY:** Sequoyah

**DATE RECEIVED:** 11/29/2022  
**APPLICATION NUMBER:** ARP-23-0160-G  
**ARPA NUMBER:** ARPA-YY002306  
**Amount Recommended:** \$626,461.00

**Amount Requested:** \$626,461.00

**PROJECT DESCRIPTION:** City of Sallisaw, Oklahoma operates a water distribution system (System). The System currently has waterline that dead ends causing increased line flushing and system inefficiency. The proposed project is to loop the system by adding approximately 10,480 linear feet of 12-inch waterline and all appurtenances required to complete the project. The estimated cost of the project is \$1,278,492.70 which will be funded by the ARPA grant of \$626,461.00 and local funds of \$652,031.70.

Priority Ranking			Priority Points
<b>Population</b> <u>8,503</u>			
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)			
Water rate per 5,000 gal/month:        \$    28.88	<input type="checkbox"/> Flat rate	<u>-3</u>	<u>10</u>
Sewer rate per 5,000 gal/month:        \$ <u>19.50</u>	<input type="checkbox"/> Decreasing Block	<u>-2</u>	
Total                                        \$    48.38	<input type="checkbox"/> Uniform	<u>0</u>	
7 points	<input checked="" type="checkbox"/> Increasing Block	<u>+2</u>	
	<input checked="" type="checkbox"/> Sales tax (W/S)	<u>+1</u>	
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)			
Total Indebtedness:                        \$ 18,503,810.00			<u>10</u>
Monthly Debt Payment:                     \$    153,808.57			
Number of Customers:                        3539			
Monthly Payment Per Customer:        \$            43.46			
<b>APCI Tier</b> Tier            1.00                                    (Maximum: 24 points)			<u>24</u>
<b>LEGISLATIVE PORTAL REQUEST</b> (Maximum: 5 points)			<u>0</u>
<b>PREVIOUS GRANTS</b> <u>0</u>			<u>0</u>
<b>ENFORCMENT ORDER</b> <u>No</u> (Maximum: 5 points)			<u>0</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b> <u>Yes</u>			<u>5</u>
<b>FISCAL SUSTAINABILITY</b> <u>Yes</u>			<u>10</u>
<b>TOTAL PRIORITY POINTS</b>			<u>59</u>

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA**

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION )  
NO. ARP-23-0160-G IN THE NAME OF THE )  
CITY OF SALLISAW, OKLAHOMA, )  
SEQUOYAH COUNTY, OKLAHOMA. )

**PROPOSED  
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of April 2024. The Board finds that since the application for this grant has received a priority ranking of 59 points under Chapter 50 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$626,461.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$626,461.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to loop the system by adding approximately 10,480 linear feet of 12-inch waterline. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, City of Sallisaw, Oklahoma is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of April 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

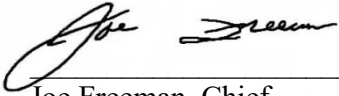
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Suzanne Landess, Secretary

(SEAL)



City of Sallisaw, Oklahoma  
OWRB ARPA Grant No. ARP-23-0160-G

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

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Joe Freeman, Chief  
Financial Assistance Division

**ARPA GRANT APPLICATION**  
**RECOMMENDED FOR APPROVAL**

**APPLICANT:** Rural Water District No. 3, Delaware County, Oklahoma   **DATE RECEIVED:** 11/23/2022  
**COUNTY:** Delaware   **APPLICATION NUMBER:** ARP-23-0106-G  
**ARPA NUMBER:** ARPA-YY002306  
**Amount Requested:** \$660,000.00   **Amount Recommended:** \$660,000.00

**PROJECT DESCRIPTION:** Rural Water District No. 3, Delaware County, Oklahoma (District) operates a water distribution system. The District will provide additional service connections and provide emergency back-up water supply to the City of Grove. The proposed project is to install 12,785 linear feet of 8-inch water line. The estimated cost of the project is \$660,000.00 which will be funded by the ARPA grant of \$660,000.00.

Priority Ranking			Priority Points
<b>Taps</b> <u>775</u>			
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)			
Water rate per 5,000 gal/month:	\$ 77.70	<input type="checkbox"/> Flat rate	<u>-3</u>
Sewer rate per 5,000 gal/month:	<u>0.00</u>	<input type="checkbox"/> Decreasing Block	<u>-2</u>
Total	\$ 77.70	<input type="checkbox"/> Uniform	<u>0</u>
		<input checked="" type="checkbox"/> Increasing Block	<u>+2</u>
	10 points	<input type="checkbox"/> Sales tax (W/S)	<u>+1</u>
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)			
Total Indebtedness:	\$ 790,000.00		
Monthly Debt Payment:	\$ 7,018.65		<u>3</u>
Number of Customers:	775		
Monthly Payment Per Customer:	\$ 9.06		
<b>APCI Tier</b>	Tier 1.00	(Maximum: 24 points)	<u>24</u>
<b>LEGISLATIVE PORTAL REQUEST</b> (Maximum: 5 points)			<u>0</u>
<b>PREVIOUS GRANTS</b>	<u>0</u>		<u>0</u>
<b>ENFORCMENT ORDER</b>	<u>No</u>	(Maximum: 5 points)	<u>0</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b>	<u>Yes</u>		<u>5</u>
<b>FISCAL SUSTAINABILITY</b>	<u>Yes</u>		<u>10</u>
<b>TOTAL PRIORITY POINTS</b>			<u>54</u>

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA**

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION )  
NO. ARP-23-0106-G IN THE NAME OF THE )  
RURAL WATER DISTRICT NO. 3, DELAWARE COUNTY, )  
OKLAHOMA )

**PROPOSED  
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of April 2024. The Board finds that since the application for this grant has received a priority ranking of 54 points under Chapter 50 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$660,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$660,000.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to install 12,785 linear feet of 8-inch water line. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, Rural Water District No. 3, Delaware County, Oklahoma is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of April 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

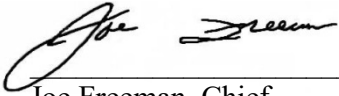
\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary  
(SEAL)

Rural Water District No. 3, Delaware County, Oklahoma  
OWRB ARPA Grant No. ARP-23-0106-G

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman". The signature is written in a cursive style with a large initial "J" and "F".

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Joe Freeman, Chief  
Financial Assistance Division

**ARPA GRANT APPLICATION**  
**RECOMMENDED FOR APPROVAL**

**APPLICANT:** Pawnee Public Works Authority  
**COUNTY:** Pawnee

**DATE RECEIVED:** 11/28/2022  
**APPLICATION NUMBER:** ARP-23-0143-G  
**ARPA NUMBER:** ARPA-YY002306  
**Amount Recommended:** \$999,993.63

**Amount Requested:** \$999,993.63

**PROJECT DESCRIPTION:** Pawnee Public Works Authority operates a wastewater treatment plant (WWTP). The WWTP needs to be rehabilitated due to aging infrastructure that is starting to fail. The proposed project is to repair or replace the following at the wastewater treatment plant; pumps, aerators, grit removal system, mechanical bar screen, and all appurtenances required to complete the project. The estimated cost of the project is \$999,993.63 which will be funded by the ARPA grant of \$999,993.63.

Priority Ranking			Priority Points
<b>Population</b> <u>2,111</u>			
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)			
Water rate per 5,000 gal/month: \$ 42.00	( ) Flat rate	<u>-3</u>	<u>13</u>
Sewer rate per 5,000 gal/month: <u>17.75</u>	( ) Decreasing Block	<u>-2</u>	
Total \$ 59.75	( ) Uniform	<u>0</u>	
	(X) Increasing Block	<u>+2</u>	
10 points	(X) Sales tax (W/S)	<u>+1</u>	
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)			
Total Indebtedness: \$ 6,327,677.63			<u>10</u>
Monthly Debt Payment: \$ 73,741.08			
Number of Customers: 1250			
Monthly Payment Per Customer: \$ 58.99			
<b>APCI Tier</b> Tier 0.00 (Maximum: 24 points)			<u>24</u>
<b>LEGISLATIVE PORTAL REQUEST</b> (Maximum: 5 points)			<u>0</u>
<b>PREVIOUS GRANTS</b> <u>0</u>			<u>0</u>
<b>ENFORCMENT ORDER</b> <u>No</u> (Maximum: 5 points)			<u>0</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b> <u>Yes</u>			<u>5</u>
<b>FISCAL SUSTAINABILITY</b> <u>Yes</u>			<u>3</u>
<b>TOTAL PRIORITY POINTS</b>			<u>55</u>

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA**

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION )  
NO. ARP-23-0143-G IN THE NAME OF THE )  
PAWNEE PUBLIC WORKS AUTHORITY, )  
PAWNEE COUNTY, OKLAHOMA. )

**PROPOSED**  
ORDER APPROVING ARPA GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of April 2024. The Board finds that since the application for this grant has received a priority ranking of 55 points under Chapter 50 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$999,993.63 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$999,993.63.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to repair or replace the following at the wastewater treatment plant; pumps, aerators, grit removal system, and mechanical bar screen. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, Pawnee Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of April 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

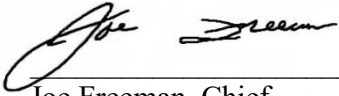
\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary  
(SEAL)

Pawnee Public Works Authority  
OWRB ARPA Grant No. ARP-23-0143-G

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman". The signature is written in a cursive style with a large initial "J" and "F".

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Joe Freeman, Chief  
Financial Assistance Division

**ARPA GRANT APPLICATION**  
**RECOMMENDED FOR APPROVAL**

**APPLICANT:** The Eufaula Public Works Authority  
**COUNTY:** McIntosh

**DATE RECEIVED:** 11/30/2022  
**APPLICATION NUMBER:** ARP-23-0230-G  
**ARPA NUMBER:** ARPA-YY002306  
**Amount Recommended:** \$1,000,000.00

**Amount Requested:** \$1,000,000.00

**PROJECT DESCRIPTION:** The Eufaula Public Works Authority operates a wastewater treatment plant (WWTP). The WWTP has surpassed its design life and needs rehabilitation. The proposed project is to rehab the oxidation ditch, clean the oxidation basin, improve the clarifier, and all appurtenances required to complete the project. The estimated cost of the project is \$1,009,800.00 which will be funded by the ARPA grant of \$1,000,000.00 and \$9,800.00 of local funds.

Priority Ranking			Priority Points
<b>Population</b> <u>2,731</u>			
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)			
Water rate per 5,000 gal/month:      \$    63.50	<input type="checkbox"/> Flat rate	<u>-3</u>	<u>13</u>
Sewer rate per 5,000 gal/month:      \$ <u>22.75</u>	<input type="checkbox"/> Decreasing Block	<u>-2</u>	
Total                                      \$    86.25	<input type="checkbox"/> Uniform	<u>0</u>	
10 points	<input checked="" type="checkbox"/> Increasing Block	<u>+2</u>	
	<input checked="" type="checkbox"/> Sales tax (W/S)	<u>+1</u>	
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)			
Total Indebtedness:                      \$ 21,797,000.00			<u>10</u>
Monthly Debt Payment:                  \$        85,354.20			
Number of Customers:                      1851			
Monthly Payment Per Customer:      \$            46.11			
<b>APCI Tier</b> Tier            1.00	(Maximum: 24 points)		<u>24</u>
<b>LEGISLATIVE PORTAL REQUEST</b> (Maximum: 5 points)			<u>0</u>
<b>PREVIOUS GRANTS</b> <u>0</u>			<u>0</u>
<b>ENFORCMENT ORDER</b> <u>No</u>	(Maximum: 5 points)		<u>0</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b>	<u>No</u>		<u>0</u>
<b>FISCAL SUSTAINABILITY</b> <u>Yes</u>			<u>10</u>
<b>TOTAL PRIORITY POINTS</b>			<u>57</u>



**BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA**

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION )  
NO. ARP-23-0230-G IN THE NAME OF )  
THE EUFAULA PUBLIC WORKS AUTHORITY, )  
MCINTOSH COUNTY, OKLAHOMA. )

**PROPOSED  
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of April 2024. The Board finds that since the application for this grant has received a priority ranking of 57 points under Chapter 50 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$1,000,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$1,000,000.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to rehab the oxidation ditch, clean the oxidation basin, and improve the clarifier. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, The Eufaula Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of April 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

\_\_\_\_\_  
Jennifer Castillo, Chairman

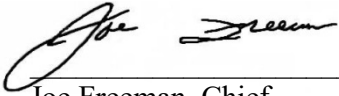
ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary

(SEAL)

The Eufaula Public Works Authority  
OWRB ARPA Grant No. ARP-23-0230-G

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman". The signature is written in a cursive style with a large initial "J" and a long horizontal stroke at the end.

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Joe Freeman, Chief  
Financial Assistance Division

**ARPA GRANT APPLICATION**  
**RECOMMENDED FOR APPROVAL**

**APPLICANT:** Town of Bromide  
**COUNTY:** Johnston

**DATE RECEIVED:** 11/29/2022  
**APPLICATION NUMBER:** ARP-23-0164-G  
**ARPA NUMBER:** ARPA-YY002306  
**Amount Recommended:** \$1,000,000.00

**Amount Requested:** \$1,000,000.00

**PROJECT DESCRIPTION:** Town of Bromide operates a wastewater treatment plant (WWTP). The WWTP is under consent order due to unpermitted discharges. The proposed project is to remove and replace collection system piping, convert the retention system to an irrigation land application system, and all appurtenances required to complete the project. The estimated cost of the project is \$1,000,000.00 which will be funded by the ARPA grant of \$1,000,000.00.

Priority Ranking			Priority Points
<b>Population</b> <u>130</u>			
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)			
Water rate per 5,000 gal/month: \$ 47.40	( ) Flat rate	<u>-3</u>	<u>12</u>
Sewer rate per 5,000 gal/month: <u>25.45</u>	( ) Decreasing Block	<u>-2</u>	
Total \$ 72.85	( ) Uniform	<u>0</u>	
10 points	(X) Increasing Block	<u>+2</u>	
	( ) Sales tax (W/S)	<u>+1</u>	
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)			
Total Indebtedness: \$ 0.00			<u>0</u>
Monthly Debt Payment: \$ 0.00			
Number of Customers: 96			
Monthly Payment Per Customer: \$ 0.00			
<b>APCI Tier</b> Tier 1.00 (Maximum: 24 points)			<u>24</u>
<b>LEGISLATIVE PORTAL REQUEST</b> (Maximum: 5 points) <u>Yes</u>			<u>5</u>
<b>PREVIOUS GRANTS</b> <u>0</u>			<u>0</u>
<b>ENFORCMENT ORDER</b> <u>Yes</u> (Maximum: 5 points)			<u>5</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b> <u>No</u>			<u>0</u>
<b>FISCAL SUSTAINABILITY</b> <u>Yes</u>			<u>10</u>
<b>TOTAL PRIORITY POINTS</b>			<u>56</u>

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA**

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION )  
NO. ARP-23-0164-G IN THE NAME OF THE )  
TOWN OF BROMIDE, )  
JOHNSTON COUNTY, OKLAHOMA. )

**PROPOSED**  
ORDER APPROVING ARPA GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of April 2024. The Board finds that since the application for this grant has received a priority ranking of 56 points under Chapter 50 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$1,000,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$1,000,000.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to remove and replace collection system piping and convert the retention system to an irrigation land application system. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, Town of Bromide is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of April 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

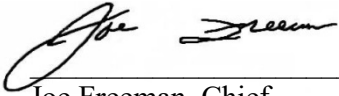
\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary  
(SEAL)

Town of Bromide  
OWRB ARPA Grant No. ARP-23-0164-G

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman". The signature is written in a cursive style with a large initial "J" and a long horizontal stroke at the end.

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Joe Freeman, Chief  
Financial Assistance Division

**AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION**  
**RECOMMENDED FOR APPROVAL**

**Applicant:** Foss Reservoir Master Conservancy District, Custer County

**Grant Application No.:** ARP-23-0020-DPG  
American Rescue Plan Act Grant (“ARPA Grant”)

**Amount Requested:** \$1,409,648.00

**Designated Grant**

**Information:** Name and/or number of the ARPA Grant account under which designated: Statewide Targeted Water Infrastructure Fund

**Purpose:** Foss Reservoir Master Conservancy District operates a water treatment plant (WTP). The WTP is aging and with worsening drought conditions as well the need has arisen to update the WTP. The proposed project is to plan and design a new dissolved air flotation system, replace the existing distribution system, and plant SCADA systems, and all appurtenances required to complete the project.

<b><u>Sources of Funds (Est.)</u></b>		<b><u>Uses of Funds (Est.)</u></b>	
OWRB ARPA Grant:	\$1,409,648.00	Project:	\$1,600,000.00
Local Matching Funds:	190,352.00		
<b>Total</b>	<b><u>\$1,600,000.00</u></b>	<b>Total</b>	<b><u>\$1,600,000.00</u></b>

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA**

IN THE MATTER OF AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION NO. ARP-23-0020-DPG )  
IN THE NAME OF THE FOSS RESERVOIR MASTER )  
CONSERVANCY DISTRICT, )  
CUSTER COUNTY, OKLAHOMA. )

**PROPOSED**  
ORDER APPROVING ARPA GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of April 2024. The Board finds that since the application for this grant has been identified by the legislature, has met the eligibility requirements for this grant, and that since sufficient funds are available, the grant application for an amount not to exceed \$1,409,648.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$1,409,648.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to plan and design a new dissolved air flotation system and replace the existing distribution system and plant SCADA systems. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, Foss Reservoir Master Conservancy District is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA regulations, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of April 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

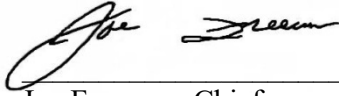
\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary  
(SEAL)

Foss Reservoir Master Conservancy District  
OWRB ARPA Grant No. ARP-23-0020-DPG

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman". The signature is written in a cursive style with a large initial "J" and "F".

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Joe Freeman, Chief  
Financial Assistance Division



**ARPA GRANT APPLICATION**  
**RECOMMENDED FOR APPROVAL**

**APPLICANT:** The Lawton Water Authority  
**COUNTY:** Comanche

**DATE RECEIVED:** 11/30/2022  
**APPLICATION NUMBER:** ARP-23-0291-G  
**ARPA NUMBER:** ARPA-YY002306

**Amount Requested:** \$2,000,000.00

**Amount Recommended:** \$2,000,000.00

**PROJECT DESCRIPTION:** The Lawton Water Authority (Authority) operates a water distribution system and wastewater system. The Authority has lines scattered throughout both systems that have high break rates or made with obsolete materials and the Authority has operational problems at the wastewater treatment plant due to thickening sludge. The proposed project is to strategically replace water and wastewater lines in the high need areas, construct a dewatering facility at the wastewater treatment plant, and all appurtenances required to complete the project. The estimated cost of the project is \$5,000,000.00 which will be funded by the ARPA grant of \$2,000,000.00 and local funds of \$3,000,000.00.

Priority Ranking			Priority Points
<b>Population</b> <u>93,535</u>			
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)			
Water rate per 5,000 gal/month:	\$ 57.20	( ) Flat rate	<u>-3</u>
Sewer rate per 5,000 gal/month:	<u>24.75</u>	( ) Decreasing Block	<u>-2</u>
Total	\$ 81.95	( ) Uniform	<u>0</u>
		( ) Increasing Block	<u>+2</u>
	10 points	(X) Sales tax (W/S)	<u>+1</u>
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)			
Total Indebtedness:	\$ 165,672,175.55		
Monthly Debt Payment:	\$ 495,612.00		<u>6</u>
Number of Customers:	36152		
Monthly Payment Per Customer:	\$ 13.71		
<b>APCI Tier</b>	Tier 2.00	(Maximum: 24 points)	<u>18</u>
<b>LEGISLATIVE PORTAL REQUEST</b> (Maximum: 5 points)			<u>0</u>
<b>PREVIOUS GRANTS</b>	<u>2</u>		<u>(8)</u>
<b>ENFORCMENT ORDER</b>	<u>No</u>	(Maximum: 5 points)	<u>0</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b>	<u>Yes</u>		<u>5</u>
<b>FISCAL SUSTAINABILITY</b>	<u>Yes</u>		<u>10</u>
<b>TOTAL PRIORITY POINTS</b>			<u>42</u>

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA**

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION )  
NO. ARP-23-0291-G IN THE NAME OF )  
THE LAWTON WATER AUTHORITY, )  
COMANCHE COUNTY, OKLAHOMA. )

**PROPOSED**  
ORDER APPROVING ARPA GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of April 2024. The Board finds that since the application for this grant has received a priority ranking of 42 points under Chapter 50 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$2,000,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$2,000,000.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to strategically replace water and wastewater lines in the high need areas and construct a dewatering facility at the wastewater treatment plant. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, The Lawton Water Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of April 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

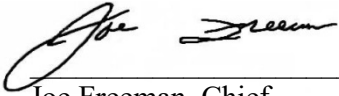
\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary  
(SEAL)

The Lawton Water Authority  
OWRB ARPA Grant No. ARP-23-0291-G

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman". The signature is written in a cursive style with a large initial "J" and a long horizontal stroke at the end.

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Joe Freeman, Chief  
Financial Assistance Division

**ARPA GRANT APPLICATION**  
**RECOMMENDED FOR APPROVAL**

**APPLICANT:** City of Sand Springs, Oklahoma  
**COUNTY:** Tulsa

**DATE RECEIVED:** 11/30/2022  
**APPLICATION NUMBER:** ARP-23-0267-G  
**ARPA NUMBER:** ARPA-YY002306  
**Amount Recommended:** \$2,000,000.00

**Amount Requested:** \$2,000,000.00

**PROJECT DESCRIPTION:** City of Sand Springs, Oklahoma (City) operates a wastewater system. The City would like to promote development of the Pogue Airport site and connecting to the City’s wastewater system is required to achieve this goal. The proposed project is to connect a 30-inch sewer line from the airport site to the existing Euchee Creek sewer line and all appurtenances required to complete the project. The estimated cost of the project is \$4,300,000.00 which will be funded by the ARPA grant of \$2,000,000.00 and local funds of \$2,300,000.00.

Priority Ranking			Priority Points
<b>Population</b> <u>19,935</u>			
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)			
Water rate per 5,000 gal/month:	\$ 44.79	( ) Flat rate	<u>-3</u>
Sewer rate per 5,000 gal/month:	<u>31.98</u>	( ) Decreasing Block	<u>-2</u>
Total	\$ 76.77	( ) Uniform	<u>0</u>
		(X) Increasing Block	<u>+2</u>
	10 points	(X) Sales tax (W/S)	<u>+1</u>
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)			
Total Indebtedness:	\$ 31,339,444.89		<u>0</u>
Monthly Debt Payment:	\$ 560,000.00		
Number of Customers:	12905		
Monthly Payment Per Customer:	\$ 43.39		
<b>APCI Tier</b>	Tier 3.00	(Maximum: 24 points)	<u>12</u>
<b>LEGISLATIVE PORTAL REQUEST</b> (Maximum: 5 points) <u>Yes</u>			<u>5</u>
<b>PREVIOUS GRANTS</b>	<u>0</u>		<u>0</u>
<b>ENFORCMENT ORDER</b>	<u>No</u>	(Maximum: 5 points)	<u>0</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b>	<u>Yes</u>		<u>5</u>
<b>FISCAL SUSTAINABILITY</b>	<u>Yes</u>		<u>10</u>
<b>TOTAL PRIORITY POINTS</b>			<u>45</u>

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA**

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION )  
NO. ARP-23-0267-G IN THE NAME OF THE )  
CITY OF SAND SPRINGS, OKLAHOMA, )  
TULSA COUNTY, OKLAHOMA. )

**PROPOSED  
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of April 2024. The Board finds that since the application for this grant has received a priority ranking of 45 points under Chapter 50 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$2,000,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$2,000,000.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to connect a 30-inch sewer line from the airport site to the existing Euchee Creek sewer line. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, City of Sand Springs, Oklahoma is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of April 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

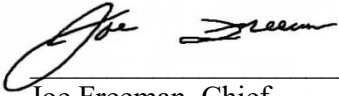
\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary

(SEAL)

Reviewed By:

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

Joe Freeman, Chief  
Financial Assistance Division

**AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION**  
**RECOMMENDED FOR APPROVAL**

**Applicant:** River Parks Authority, Tulsa County

**Grant Application No.:** ARP-23-0012-DPG  
American Rescue Plan Act Grant (“ARPA Grant”)

**Amount Requested:** \$4,200,000.00

**Designated Grant**

**Information:** Name and/or number of the ARPA Grant account under which designated: Statewide Targeted Water Infrastructure Fund

**Purpose:** River Parks Authority owns the West Bank Sports Complex (Complex) which is located on the bank of the Arkansas River (River). A 2019 flood of the River damaged an earthen berm next to the complex. If the berm is not correctly reconstructed a neighborhood and local business will be at risk and pollutants will increase in the River. The proposed project is to reconstruct the berm next to the Complex to prevent future flooding and all appurtenances required to complete the project.

<b><u>Sources of Funds (Est.)</u></b>		<b><u>Uses of Funds (Est.)</u></b>	
OWRB ARPA Grant:	\$4,200,000.00	Project:	\$5,200,000.00
Local Funds:	\$1,000,000.00		
<b>Total</b>	<b><u>\$5,200,000.00</u></b>	<b>Total</b>	<b><u>\$5,200,000.00</u></b>

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA**

IN THE MATTER OF AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION NO. ARP-23-0012-DPG )  
IN THE NAME OF THE RIVER PARKS AUTHORITY, )  
TULSA COUNTY, OKLAHOMA. )

**PROPOSED**  
ORDER APPROVING ARPA GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of April 2024. The Board finds that since the application for this grant has been identified by the legislature, has met the eligibility requirements for this grant, and that since sufficient funds are available, the grant application for an amount not to exceed \$4,200,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$4,200,000.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to reconstruct the berm next to the West Bank Sports Complex to prevent future flooding. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, River Parks Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA regulations, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of April 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

\_\_\_\_\_  
Jennifer Castillo, Chairman

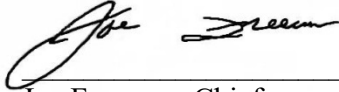
ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary

(SEAL)



Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman". The signature is written in a cursive style with a large initial "J" and "F".

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Joe Freeman, Chief  
Financial Assistance Division

### **3. SUMMARY DISPOSITION AGENDA ITEMS**

#### **D. Contracts and Agreements Recommended for Approval**

April 16, 2024

**AGENDA ITEM 3D(1)**

**RESOLUTION**

**WITH:**

Environmental Protection Agency

**PURPOSE:**

Resolution authorizing an application for funding assistance through the Environmental Protection Agency's Sewer Overflow and Stormwater Reuse Municipal Grant Program to provide assistance in the form of sub-awards to address infrastructure needs for combined sewer overflows, sanitary sewer overflows, and stormwater management

**A RESOLUTION OF THE OKLAHOMA WATER RESOURCES BOARD  
AUTHORIZING AN APPLICATION FOR FUNDING ASSISTANCE THROUGH THE  
ENVIRONMENTAL PROTECTION AGENCY’S SEWER OVERFLOW AND  
STORMWATER REUSE MUNICIPAL GRANT PROGRAM TO PROVIDE  
ASSISTANCE IN THE FORM OF SUB-AWARDS TO ADDRESS INFRASTRUCTURE  
NEEDS FOR COMBINED SEWER OVERFLOWS, SANITARY SEWER OVERFLOWS,  
AND STORMWATER MANAGEMENT**

**WHEREAS**, the Environmental Protection Agency (EPA) has implemented the Sewer Overflow and Stormwater Reuse Municipal Grant Program to provide assistance to states to issue sub-awards to address infrastructure needs for combined sewer overflows, sanitary sewer overflows, and stormwater management;

**WHEREAS**, EPA has provided the Federal Fiscal Year 2023 allocations to States to administer the grant to sub-awards for the provided purpose. Sub-awards can be made to municipalities for planning, design, and/or construction of

- Treatment works to intercept, transport, control, treat, or reuse municipal combined sewer overflows, sanitary sewer overflows, or stormwater; and
- Any other measures to manage, reduce, treat, or recapture stormwater or subsurface drainage water eligible for assistance under section 603(c) of the Clean Water Act;

**WHEREAS**, the Oklahoma Water Resources Board (“Board”) has identified itself as an eligible applicant under EPA’s Sewer Overflow and Stormwater Reuse Municipal Grant-Funding Opportunity Number EPA-CEP-02;

**WHEREAS**, the Board is pursuing grant funding assistance under the Sewer Overflow and Stormwater Reuse Municipal Grant program in an amount up to \$406,000 to provide grants to rural and/or financially distressed municipal entities for planning and design for eligible projects (“Project”) in order to create a pipeline of construction projects to address sewer overflows or stormwater management projects that could potentially be eligible for funding under the Clean Water State Revolving Fund program.

**NOW, THEREFORE**, be it resolved by the Board as follows:

1. The Board has reviewed the scope and purpose of the funding application and finds that the Project will serve the needs of the people of Oklahoma and satisfy the goals of the Sewer Overflow and Stormwater Reuse Municipal Grant program, and on that basis, supports the staff’s submittal of the grant proposal to EPA.
2. The Board is capable of funding the minimum 20 percent if necessary cost share required to obtain grant funding under the Sewer Overflow and Stormwater Reuse Municipal Grant Program.
3. Pursuant to state policy, the Board has received approval from the Office of the Secretary of Energy and Environment in order to pursue this funding opportunity.

4. The Board hereby ratifies the action of its Chief Financial Officer or designee of the Board in applying for financial assistance from the Sewer Overflow and Stormwater Reuse Municipal Grant Program and authorizes the Chief Financial Officer or designee to execute any related document, including a cooperative financial assistance agreement with EPA.
5. The Chief Financial Officer and staff are directed to take all other actions necessary to secure funding for the Project under the Sewer Overflow and Stormwater Reuse Municipal Grant Program, including working with EPA to meet established deadlines for entering into a cooperative financial assistance agreement.

PASSED AND ADOPTED by the Oklahoma Water Resources Board on the 16<sup>th</sup> day of April 2024:

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Jennifer Castillo, Chairman

ATTEST:

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Suzanne Landess, Secretary

**AGENDA ITEM 3D(2)**

**INTERAGENCY AGREEMENT**

**WITH:** Department of Environmental Quality

**PURPOSE:** To complete a pre-TMDL study for Boomer Lake , located in Stillwater, Ok. This will be a 2-year monitoring project to collect data needed to complete a TMDL. Work will be done on the lake and in the watershed.

**AMOUNT:** Not to exceed \$185,400.00

**TERM:** Through June 30, 2024 with two additional renewals

## INTERAGENCY CONTRACT

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This Contract made is for the provision of EPA Strategic Plan Goal 5: Ensure Clean and Safe Water for All Communities and EPA Strategic Plan Objective 5.2: Protect and Restore Waterbodies and Watersheds by and between the State of Oklahoma, ex.rel. The Department of Environmental Quality hereinafter referred to as “Department” and/or DEQ and Oklahoma Water Resources Board hereinafter referred to as “Contractor”. In consideration of the provisions set forth herein; the parties mutually agree to the following provisions and any Addenda attached hereto and incorporated herein; Therefore, in consideration of the foregoing and the mutual Contracts set forth, Oklahoma Water Resources Board and Department agree as follows:

### **I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF CONTRACT**

- i. This contract is authorized pursuant to and in accordance with the provisions of Title 74 O.S. §581 and/or Title 74 O.S. §1001 through §1008 and shall be effective upon execution of this contract through June 30, 2024. This Contract may be renewed at the same terms and conditions for two (2) successive one-year periods. Funds are encumbered per year.
- ii. The parties to this contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this contract. The parties further acknowledge and understand this contract is effective only for the term set forth in Paragraph I (A) above.
- iii. Under the provision of Title 74 O.S. §581 and/or Title 74 O.S. §1001 through §1008, the Department and the Contractor have entered into this Contract as public agencies under the law of this state; and service(s) rendered by the Contractor has been identified as an exempt service(s) and the contractor has the ability to provide service(s) to commercial and governmental entities.
- iv. Therefore, in consideration of the foregoing and the mutual Contracts set forth, Oklahoma Water Resources Board and The Department of Environmental Quality agree as follows:

### **I. SERVICE CONTRACT JUSTIFICATION | CONTRACT**

- i. In accordance with 74 O.S. § 85.4.E.2., Department hereby certifies that the services(s) requested on the attached requisition/contract complies with the following:
- ii. No employee of this Department is able and available to perform the services to be provided pursuant to the contract.
- iii. This Department shall receive, review, and accept a detailed work plan from the contractor for performance pursuant to the contract if requested by the State Purchasing Director.
- iv. This Department has developed, and fully intends to implement, a written plan providing for the assignment of specific Department personnel to:
  - a. monitoring and auditing contractor performance;
  - b. the periodic review of interim reports, or other indications of past performance, and;
  - c. if requested by the State Purchasing Director, the ultimate utilization of the final product of the nonprofessional or professional services;

- v. The work to be performed under the contract necessary to this Department's responsibilities and there is statutory authority to enter into the contract.
- vi. The contract will not establish an employment relationship between this state, this Department, or the Department's persons performing under the contract.
- vii. No current state employee will engage in the performance of the contract unless approved by the State Purchasing Director;
- viii. The purchase of the nonprofessional services is justified, and
- ix. The contract contains provisions that are required by Section 85.41 of this title.
- x. This justification for such nonprofessional or professional service(s) in accordance with Title 74 O.S. § 85.4.E.2." above as follows: The Oklahoma Water Resources Board (OWRB) in cooperation with the DEQ proposes to conduct monitoring on Boomer Lake and its watershed to verify water quality impairments in the lake and collect data for use in the TMDL development process. The intent of this project is to collect water quality data to verify waterbody impairment and to support TMDL development for Boomer Lake. The data collection will be designed to assist in identifying the source(s) and extent of impairment to Boomer Lake. The specific objectives of the proposed sampling initiative are as follows:
  - Establish if Boomer Lake is currently meeting its assigned beneficial uses, and
  - Provide data for TMDL development in Boomer Lake; and
  - Gather inflow, outflow, and elevation data; and
  - Gather historical data (if available) to be used in Phase 1 of the TMDL process, and
  - Gather watershed data to assist in TMDL development.

## II. STATEMENT OF WORK

The Contractor shall provide the services as indicated and in the manner set forth in the Statement of Work attached hereto and incorporated herein. Said Statements of Work and other Addenda shall be binding on the parties of this contract as if fully stated herein: SWS Lakes - Boomer Lake and Watershed TMDL Monitoring (FY24/25) - EPA Strategic Plan Goal 5: Ensure Clean and Safe Water for All Communities and EPA Strategic Plan Objective 5.2: Protect and Restore Waterbodies and Watersheds.

## III. COMPLIANCE

- i. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract, including but not limited to Department Certification. Loss of required certification, permit, or license by the Contractor shall automatically terminate this contract.
- ii. DEQ reserves the right to request copies of licensure at any time and Contractor agrees to provide proof of licensure.
- iii. The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, including any regulations and rules promulgated by any governmental authorities which are applicable to the Contract.
- iv. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by Department.



- v. The Contract agrees to comply with the State of Oklahoma Contractor Registration Requirements. Requirements and Registration is available at:  
[https://www.ok.gov/DCS/Central\\_Purchasing/Contractor\\_Registration/index.html](https://www.ok.gov/DCS/Central_Purchasing/Contractor_Registration/index.html)
- vi. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at <https://www.uscis.gov/e-verify>.
- vii. Termination of Contract shall be based on:
  - a. TERMINATION FOR CAUSE: The Contractor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the Contractor. The State may terminate the Contract immediately, without a 30-day written notice to the Contractor, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.
  - b. TERMINATION FOR CONVENIENCE: The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the Contractor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Contractor.

#### IV. COMPENSATION AND APPROPRIATIONS

- i. COMPENSATION: In consideration of the faithful performance by the Contractor of the services identified in the Statement of Work and in conformity with the administrative procedures set forth herein, the Department agrees to compensate Contractor an amount not to exceed ninety-two thousand seven hundred dollars and zero cents Dollars | \$92,700.00 unless amended in writing and approved by Contractor and Department.
- ii. INVOICES AND PAYMENTS Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received. State Acquisitions are exempt from sales taxes and federal excise taxes. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

- iii. TAX EXEMPTION: State agency acquisitions are exempt from sales taxes and federal excise taxes. Contractors shall not include these taxes in price quotes.
- iv. APPROPRIATIONS: The terms of any Contract resulting from any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year Contracts. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding. This contract is made subject to the availability of State and/or Federal funds and if such funds become unavailable during the term of this contract, then this Contract may be immediately reduced or terminated by the Department.

**V. GENERAL PROVISIONS**

- i. PROVISIONS BINDING: The provisions of this Contract shall be binding on and ensure to the benefit of the Department and the Contractor and their respective successors and permitted assigns.
- ii. ASSIGNMENT AND SUBCONTRACTING: This Contract may not be assigned without written approval from the Department. If approved, the assignment is subject to the terms of this contract or grantor agency; and, if the source of funding is federal, subcontractor is also subject to sub-recipient terms and conditions of that funding. The Contractor shall not engage in any subcontract to provide the services herein without prior written approval of the Department. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency. Any subcontracts shall be terminated if a conflict of interest arises between the subcontractor and the Department.
- iii. FORCE MAJEURE: Performance may be suspended by either party in case of an Act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, labor, or transportation, accident, national defense requirement, or any cause beyond the control of such party, which prevents the performance of such party. In the event of any of the aforementioned circumstance, Contractor shall be obligated to provide for and Department to pay for only such services as are actually rendered.
- iv. AFFIRMATION OF STATE EMPLOYMENT: Contractor, by execution of this Contract, acknowledges and affirms that he/she (1) is not a current employee of the Department, an agency of the State of Oklahoma and (2) has not been an employee of the Department, an agency of the State of Oklahoma within the twelve (12) months next preceding the effective date of this Contract.
- v. INDEPENDENT CONTRACTOR: In the performance of all services rendered under this Contract, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties, and accordingly shall not be eligible for rights or benefits accruing to state employees.
- vi. AUDIT AND RECORDS CLAUSE: As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. In accepting any contract with the State, the contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract. The contractor is required to

retain all records and supporting documentation relative to this contract for the duration of the contract term and a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period, whichever is later. Contractor agrees the review of all records as they relate to the performance of professional services are to be subject to examination by the Department, the State Auditor and Inspector and the State Purchasing Director.

- vii. NO GRANT OF AUTHORITY: Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the Department, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the Department.
- viii. NO OTHER CONTRACT: Contractor certifies and warrants that it has entered into no other Contract that would prevent performance of the services agreed to herein on the terms and conditions stated. Contractor further certifies and warrants that no such Contract will be entered into during the pendency of this Contract.
- ix. ENTIRE CONTRACT: This Contract, along with any quotes, the purchase order, change orders if applicable, amendments if applicable, and other attachments or supporting documentation constitutes the entire Contract and understanding between the parties with respect to the matters contained herein and supersedes all other Contracts between and representations by the parties with respect to such matters.
- x. AMENDMENT AND MODIFICATION: No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the solicitation. All amendments to the solicitation shall be made in writing by the Agency. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the Contractor. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Agency in writing, or made unilaterally by the Contractor, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the resultant Contract.
- xi. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants: A.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency; B.) Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; C.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); D.) Have not within a three-year period preceding this

- application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- xii. NOTICES: Any notice hereunder to be given by either party to the other shall be in writing and shall be effective when received.
  - xiii. NO WAIVER: Waiver by the Department of any breach of any provision of this Contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
  - xiv. SEVERABILITY: The Contracts and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a court of competent jurisdiction, this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.
  - xv. CHOICE OF LAW: Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.
  - xvi. CHOICE OF VENUE: Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.
  - xvii. DELIVERY: F.O.B. DESTINATION: Delivery, Inspection and Acceptance: Unless otherwise specified in the contract documents, all deliveries shall be F.O.B. Destination. The Contractor(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the receiving agency. The Contractor(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Contractor(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Agency.
  - xviii. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007: The Contractor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
  - xix. COMPLIANCE WITH APPLICABLE LAWS: The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
  - xx. MONITORING AND FINANCIAL COMPLIANCE REVIEW: DEQ, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by DEQ, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. DEQ shall have access to and the authority to examine and copy all records related to this Contract and the services to be

provided under it at any time during the period such records are required to be maintained or retained by the Contractor. DEQ will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

- xxi. **UNALLOWABLE COSTS:** In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended DEQ funds on unallowable costs on this or any previous Contract, Contractor shall reimburse DEQ in full for all such costs on demand. DEQ may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.
- xxii. **APPEAL:** In the event any audit resolution, review, monitoring, or oversight results in the determination that DEQ has overpaid the Contractor for this or any previous Contract, Contractor has a right to file a written appeal to the DEQ Executive Director. DEQ will consider the appeal before final action or reimbursement is sought by DEQ. Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.
- xxiii. **Unauthorized Obligation:** At no time during the performance of this contract shall the vendor have the authority to obligate DEQ for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, vendor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding. All work performed without an Executed Notice to Proceed and Purchase Order is an Unauthorized Obligation in which the agency will not be liable for.

In witness whereof, this Contract, consisting of twelve (12) pages has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable.

**Oklahoma Water Resources Board (OWRB)**  
**3800 North Classen Boulevard**  
**Oklahoma City, OK 73118**

**Oklahoma Department of Environmental Quality**  
**707 N. Robinson**  
**Oklahoma City, Oklahoma, 73101-1677**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

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Printed Name of Authorized Representative

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Printed Name of Authorized Representative

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Title of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

ATTEST:

\_\_\_\_\_  
Secretary, Oklahoma Water Resources Board

(SEAL)

**Attachment A: Scope of Work for Project: 2**

**Agency:** Oklahoma Department of Environmental Quality (DEQ)

**Title:** SWS Lakes - Boomer Lake and Watershed TMDL Monitoring (FY24/25)

**EPA Strategic Plan Goal 5:** Ensure Clean and Safe Water for All Communities

**EPA Strategic Plan Objective 5.2:** Protect and Restore Waterbodies and Watersheds

**Table 1.** Stations proposed for monitoring with their associated priority and cause codes.

No.	WBID	WATERBODY NAME	CAUSE
1	OK620900040190_00	Boomer Lake (3 sites and 1 bottom sample)	DO, Chlorophyll <i>a</i> and Turbidity
2	OK620900040180_00	Boomer Creek	WWAC (macroinvertebrates)
3	OK620900040180_00	Boomer Creek	WWAC (macroinvertebrates)

**Problem Statement:**

Boomer Lake, Oklahoma Waterbody ID (WBID) OK620900040190\_00, is a 260-acre, hypereutrophic, urban lake located in the City of Stillwater, Oklahoma. Boomer Lake currently appears on the 303(d) list for several impairments including dissolved oxygen (DO), turbidity and chlorophyll *a*, (**Table 1**); however, these impairments have not been definitively documented therefore a Total Maximum Daily Load (TMDL) must be developed to further investigate these impairments.

The Oklahoma Water Resources Board (OWRB) in cooperation with the DEQ proposes to conduct monitoring on Boomer Lake and its watershed to verify water quality impairments in the lake and collect data for use in the TMDL development process.

**Project Objectives:**

The intent of this project is to collect water quality data to verify waterbody impairment and to support TMDL development for Boomer Lake. The data collection will be designed to assist in identifying the source(s) and extent of impairment to Boomer Lake. The specific objectives of the proposed sampling initiative are as follows:

- Establish if Boomer Lake is currently meeting its assigned beneficial uses, and
- Provide data for TMDL development in Boomer Lake; and
- Gather inflow, outflow, and elevation data; and
- Gather historical data (if available) to be used in Phase 1 of the TMDL process, and
- Gather watershed data to assist in TMDL development.

The specific waterbodies and associated cause codes (if existing) for which sampling is proposed are listed under Boomer Lake in **Table 1**. The OWRB proposes to monitor for all the causes listed for Boomer Lake. The DEQ State Environmental Laboratory will be utilized for all sample analysis. Oklahoma's Use Support Assessment Protocols (USAP) will be followed for the assessment of impairment status in both lake and streams. Furthermore, data will be analyzed to provide an estimate of nutrient and sediment loading to the lake, as well as a characterization of nutrient cycling and stressor-response relationships in the reservoir. Where USAPs do not exist, acceptable scientific methods will be followed to assess water quality. The methods to be utilized will be further explained in the Quality Assurance Project Plan (QAPP) for this project. A general description of monitoring efforts is included in **Task 2**. This monitoring plan is intended to be part of a multi-year effort.

**Project Tasks:**

**Task 1. QAPP for all fieldwork and monitoring design**

Before any data collection activities are undertaken, a Quality Assurance Project Plan will be written and submitted to EPA for approval

**Task 2. Conduct Monitoring to Support TMDL Development**

Streams listed in **Table 1** will be monitored monthly for total suspended solids, nutrients (phosphorus and nitrogen series), and general water quality variables (in-situ parameters and turbidity). To provide loading estimates for nutrients and sediments, five additional samples will be collected over the sampling period during targeted runoff events. Instantaneous discharge and stage will be measured during each site visit. Increased emphasis will be put on storm flow measurements to help fill in the higher flow regions of the rating curve. Stage will also be measured continuously by a telemetered stage recorder at all watershed monitoring locations. To aid in the collection of stormwater monitoring samples, all watershed sites will have a refrigerated auto-



sampler installed in conjunction with the continuous stage recorder. Because turbidity is only assessable at base flow, additional turbidity samples may be taken to meet the data quality objective for completeness.

Boomer Lake will be monitored monthly for nutrients (phosphorus and nitrogen series) and general water quality variables (in-situ parameters). Turbidity samples will be collected at all sites during each sample event and suspended solids will also be collected to aid in verification of the turbidity listing and subsequent modeling for the reservoir. Three locations will be sampled to represent the lacustrine, transitional, and riverine zones of the lake. A bottom sample will be collected at the dam site to capture internal nutrient dynamics within the lake. In addition, chlorophyll-*a* samples will be collected at all sites during the sample period. A temperature string will be deployed to aid in determining lake stratification, mixing events, and its mictic nature in addition to evaluation of beneficial uses. HOB0® DO dataloggers will also be used to measure DO data at a finer temporal scale. A lake gauge will be installed to document lake elevation throughout the study period.

### **Task 3. Data Processing, Data Validation and Prepare Water Quality Data Report for Review**

The OWRB will process, and quality assure all data according to the project's QAPP. Validated data will be used for analysis in the reporting process. A final water quality report will be provided for technical review by the TMDL Workgroup and EPA.

#### **Measures of Success:**

The overall measure of success for this project is to produce validated water quality data and final technical report needed to assess the impact of the pollutants of concern in Boomer Lake and support TMDL development. This includes the degree of impairment, as well as adequate data for allocation of the load to Boomer and assignment of load reductions within the watershed.

#### **Outputs:**

1. Project Monitoring Plan and QAPP
2. Water Quality Technical Report identifying:
  - Watershed description and characterization
  - Problem statement and conceptual model
  - Current waterbody condition
  - Magnitude and extent of impairment
  - Summary of pollutant sources and loadings
  - Data for model development, pollutant reduction scenarios, and waste load allocations

**Project Management:**

The DEQ will manage this project and will provide oversight for all project activities.

**Project Duration:**

TBD (35 months)

**Project Milestones:**

1. QAPP for all field work..... September 30, 2024
2. Install Monitoring Equipment..... September 30, 2024
3. Field monitoring and data Collection ..... October 1, 2026
4. Water Quality Data Report for technical review ..... April 30, 2027

**Project Deliverables:**

1. Semi-annual Report ..... June 30, 2024
2. Annual Report..... Dec. 31, 2024
3. Semi-annual Report ..... June 30, 2025
4. Annual Report..... Dec. 31, 2025
5. Semi-annual Report ..... June 30, 2026
6. Annual Report..... Dec. 31, 2026
7. Final Report ..... June 30, 2027

**Budget:**

TOTAL..... \$185,400

*Resource Allocation*

\$92,700 FY 2024 Main Program, Contractual

\$92,700 FY 2025 Main Program, Contractual

**\$185,400 Total Budget**

**AGENDA ITEM 3D(3)**

**INTERAGENCY AGREEMENT**

**WITH:** Department of Environmental Quality

**PURPOSE:** For bathymetric mapping of lakes currently listed as impaired for Dissolved Oxygen. This work is a continuation of that done in previous years. The agreement is for two fiscal years.

**AMOUNT:** Not to exceed \$70,000.00

**TERM:** Through June 30, 2024 with two additional renewals

## INTERAGENCY CONTRACT

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This Contract made is for the provision of EPA Strategic Plan Goal 5: Ensure Clean and Safe Water for All Communities and EPA Strategic Plan Objective 5.2: Protect and Restore Waterbodies and Watersheds by and between the State of Oklahoma, ex.rel. The Department of Environmental Quality hereinafter referred to as “Department” and/or DEQ and Oklahoma Water Resources Board hereinafter referred to as “Contractor”. In consideration of the provisions set forth herein; the parties mutually agree to the following provisions and any Addenda attached hereto and incorporated herein; Therefore, in consideration of the foregoing and the mutual Contracts set forth, Oklahoma Water Resources Board and Department agree as follows:

### I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF CONTRACT

- i. This contract is authorized pursuant to and in accordance with the provisions of Title 74 O.S. §581 and/or Title 74 O.S. §1001 through §1008 and shall be effective upon execution of this contract through June 30, 2024. This Contract may be renewed at the same terms and conditions for two (2) successive one-year periods. Funds are encumbered per year;
- ii. The parties to this contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this contract. The parties further acknowledge and understand this contract is effective only for the term set forth in Paragraph I (A) above;
- iii. Under the provision of Title 74 O.S. §581 and/or Title 74 O.S. §1001 through §1008, the Department and the Contractor have entered into this Contract as public agencies under the law of this state; and service(s) rendered by the Contractor has been identified as an exempt service(s) and the contractor has the ability to provide service(s) to commercial and governmental entities ;
- iv. Therefore, in consideration of the foregoing and the mutual Contracts set forth, Oklahoma Water Resources Board and The Department of Environmental Quality agree as follows:

### I. SERVICE CONTRACT JUSTIFICATION | CONTRACT

- i. In accordance with 74 O.S. § 85.4.E.2., Department hereby certifies that the services(s) requested on the attached requisition/contract complies with the following:
- ii. No employee of this Department is able and available to perform the services to be provided pursuant to the contract;
- iii. This Department shall receive, review and accept a detailed work plan from the contractor for performance pursuant to the contract if requested by the State Purchasing Director;
- iv. This Department has developed, and fully intends to implement, a written plan providing for the assignment of specific Department personnel to:
  - a. monitoring and auditing contractor performance;
  - b. the periodic review of interim reports, or other indications of past performance, and;
  - c. if requested by the State Purchasing Director, the ultimate utilization of the final product of the nonprofessional or professional services;

- v. The work to be performed under the contract necessary to this Department's responsibilities and there is statutory authority to enter into the contract;
- vi. The contract will not establish an employment relationship between this state, this Department, or the Department's persons performing under the contract;
- vii. No current state employee will engage in the performance of the contract unless approved by the State Purchasing Director;
- viii. The purchase of the nonprofessional services is justified, and
- ix. The contract contains provisions that are required by Section 85.41 of this title.
- x. This justification for such nonprofessional or professional service(s) in accordance with Title 74 O.S. § 85.4.E.2." above as follows: The goal of this project is to complete mapping of reservoirs currently impaired for fish and wildlife propagation due to DO that are sampled by the states Beneficial Use Monitoring Program (BUMP). Previous FY work had mapped Boomer, Okmulgee, Hominy, John Wells, Elmer Thomas, Arbuckle, Clinton, Crowder, Fairfax, Brushy Creek, Greenleaf, Shell, Duncan, Clear Creek, Wewoka, Holdenville, Stilwell City, Wayne Wallace, Walters (Dave Boyer), Atoka, Cedar, and Spavinaw. Sardis and McGee Creek Reservoirs will be mapped in FY24 and those for FY25 will be identified at a later date by agreement of both DEQ and OWRB. The project workplan will be revised to include the FY25 lakes after the lakes have been selected.

## II. STATEMENT OF WORK

The Contractor shall provide the services as indicated and in the manner set forth in the Statement of Work attached hereto, and incorporated herein. Said Statements of Work and other Addenda shall be binding on the parties of this contract as if fully stated herein: Bathymetric Survey of Select Dissolved Oxygen Impaired Reservoirs (FY24/25), EPA Strategic Plan Goal 5: Ensure Clean and Safe Water for All Communities and EPA Strategic Plan Objective 5.2: Protect and Restore Waterbodies and Watersheds .

## III. COMPLIANCE

- i. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract, including but not limited to Department Certification. Loss of required certification, permit, or license by the Contractor shall automatically terminate this contract.
- ii. DEQ reserves the right to request copies of licensure at any time and Contractor agrees to provide proof of licensure.
- iii. The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, including any regulations and rules promulgated by any governmental authorities which are applicable to the Contract.
- iv. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by Department.
- v. The Contract agrees to comply with the State of Oklahoma Contractor Registration Requirements. Requirements and Registration is available at:  
[https://www.ok.gov/DCS/Central\\_Purchasing/Contractor\\_Registration/index.html](https://www.ok.gov/DCS/Central_Purchasing/Contractor_Registration/index.html)

- vi. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at <https://www.uscis.gov/e-verify>.
- vii. Termination of Contract shall be based on:
  - a. **TERMINATION FOR CAUSE:** The Contractor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the Contractor. The State may terminate the Contract immediately, without a 30-day written notice to the Contractor, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.
  - b. **TERMINATION FOR CONVENIENCE:** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the Contractor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Contractor.

#### **IV. COMPENSATION AND APPROPRIATIONS**

- i. **COMPENSATION:** In consideration of the faithful performance by the Contractor of the services identified in the Statement of Work and in conformity with the administrative procedures set forth herein, the Department agrees to compensate Contractor an amount not to exceed seventy thousand Dollars and zero cents | \$70,000.00 unless amended in writing and approved by Contractor and Department.
- ii. **INVOICES AND PAYMENTS** Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received. State Acquisitions are exempt from sales taxes and federal excise taxes. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.
- iii. **TAX EXEMPTION:** State agency acquisitions are exempt from sales taxes and federal excise taxes. Contractors shall not include these taxes in price quotes.

- iv. **APPROPRIATIONS:** The terms of any Contract resulting from any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year Contracts. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding. This contract is made subject to the availability of State and/or Federal funds and if such funds become unavailable during the term of this contract, then this Contract may be immediately reduced or terminated by the Department.

**V. GENERAL PROVISIONS**

- i. **PROVISIONS BINDING:** The provisions of this Contract shall be binding on and ensure to the benefit of the Department and the Contractor and their respective successors and permitted assigns.
- ii. **ASSIGNMENT AND SUBCONTRACTING:** This Contract may not be assigned without written approval from the Department. If approved, the assignment is subject to the terms of this contract or grantor agency; and, if the source of funding is federal, subcontractor is also subject to sub-recipient terms and conditions of that funding. The Contractor shall not engage in any subcontract to provide the services herein without prior written approval of the Department. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency. Any subcontracts shall be terminated if a conflict of interest arises between the subcontractor and the Department.
- iii. **FORCE MAJEURE:** Performance may be suspended by either party in case of an Act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, labor, or transportation, accident, national defense requirement, or any cause beyond the control of such party, which prevents the performance of such party. In the event of any of the aforementioned circumstance, Contractor shall be obligated to provide for and Department to pay for only such services as are actually rendered.
- iv. **AFFIRMATION OF STATE EMPLOYMENT:** Contractor, by execution of this Contract, acknowledges and affirms that he/she (1) is not a current employee of the Department, an agency of the State of Oklahoma and (2) has not been an employee of the Department, an agency of the State of Oklahoma within the twelve (12) months next preceding the effective date of this Contract.
- v. **INDEPENDENT CONTRACTOR:** In the performance of all services rendered under this Contract, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties, and accordingly shall not be eligible for rights or benefits accruing to state employees.
- vi. **AUDIT AND RECORDS CLAUSE:** As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. In accepting any contract with the State, the contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract. The contractor is required to retain all records and supporting documentation relative to this contract for the duration of the contract term and a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven year period, the records are required to be maintained for seven years from the date that all issues arising

out of the action are resolved or until the end of the seven year retention period, whichever is later. Contractor agrees the review of all records as they relate to the performance of professional services are to be subject to examination by the Department, the State Auditor and Inspector and the State Purchasing Director.

- vii. NO GRANT OF AUTHORITY: Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the Department, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the Department.
- viii. NO OTHER CONTRACT: Contractor certifies and warrants that it has entered into no other Contract that would prevent performance of the services agreed to herein on the terms and conditions stated. Contractor further certifies and warrants that no such Contract will be entered into during the pendency of this Contract.
- ix. ENTIRE CONTRACT: This Contract, along with any quotes, the purchase order, change orders if applicable, amendments if applicable, and other attachments or supporting documentation constitutes the entire Contract and understanding between the parties with respect to the matters contained herein and supersedes all other Contracts between and representations by the parties with respect to such matters.
- x. AMENDMENT AND MODIFICATION: No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the solicitation. All amendments to the solicitation shall be made in writing by the Agency. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the Contractor. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Agency in writing, or made unilaterally by the Contractor, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the resultant Contract.
- xi. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants: A.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency; B.) Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; C.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); D.) Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- xii. NOTICES: Any notice hereunder to be given by either party to the other shall be in writing and shall be effective when received.



- xiii. NO WAIVER: Waiver by the Department of any breach of any provision of this Contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- xiv. SEVERABILITY: The Contracts and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a court of competent jurisdiction, this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.
- xv. CHOICE OF LAW: Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.
- xvi. CHOICE OF VENUE: Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.
- xvii. DELIVERY: F.O.B. DESTINATION: Delivery, Inspection and Acceptance: Unless otherwise specified in the contract documents, all deliveries shall be F.O.B. Destination. The Contractor(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the receiving agency. The Contractor(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Contractor(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Agency.
- xviii. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007: The Contractor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) .
- xix. COMPLIANCE WITH APPLICABLE LAWS: The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- xx. MONITORING AND FINANCIAL COMPLIANCE REVIEW: DEQ, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by DEQ, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. DEQ shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by the Contractor. DEQ will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

- xxi. **UNALLOWABLE COSTS:** In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended DEQ funds on unallowable costs on this or any previous Contract, Contractor shall reimburse DEQ in full for all such costs on demand. DEQ may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.
- xxii. **APPEAL:** In the event any audit resolution, review, monitoring, or oversight results in the determination that DEQ has overpaid the Contractor for this or any previous Contract, Contractor has a right to file a written appeal to the DEQ Executive Director. DEQ will consider the appeal before final action or reimbursement is sought by DEQ. Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.
- xxiii. **Unauthorized Obligation:** At no time during the performance of this contract shall the vendor have the authority to obligate DEQ for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, vendor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding. All work performed without an Executed Notice to Proceed and Purchase Order is an Unauthorized Obligation in which the agency will not be liable for.

In witness whereof, this Contract, consisting of thirteen (13) pages has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable.

**Oklahoma Water Resources Board (OWRB)**  
**3800 North Classen Boulevard**  
**Oklahoma City, OK 73118**

**Oklahoma Department of Environmental Quality**  
**707 N. Robinson**  
**Oklahoma City, Oklahoma, 73101-1677**

\_\_\_\_\_  
Signature of Authorized Representative

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Signature of Authorized Representative

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Printed Name of Authorized Representative

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Printed Name of Authorized Representative

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Title of Authorized Representative

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Title of Authorized Representative

ATTEST:

\_\_\_\_\_  
Secretary, Oklahoma Water Resources Board

## **Attachment A: Project: 3**

**Agency:** Oklahoma Department of Environmental Quality (DEQ)

**Title:** Bathymetric Survey of Select Dissolved Oxygen Impaired Reservoirs (FY24/25)

**EPA Strategic Plan Goal 5:** Ensure Clean and Safe Water for All Communities

**EPA Strategic Plan Objective 5.2:** Protect and Restore Waterbodies and Watersheds

### Introduction

The State of Oklahoma currently has many reservoirs impaired for fish and wildlife propagation due to dissolved oxygen impairment that have not been surveyed through bathymetric methods. Under the federally approved Oklahoma State Water Quality Standards, reservoirs can be assessed for dissolved oxygen (DO) in differing ways based on the availability of bathymetric survey data. If bathymetric survey data is unavailable, reservoirs are found to be not supporting its DO criterion if the portion of the water column with less than 2 mg/L DO is equal to or greater than 70% at any time of the year. If bathymetric data is available, reservoirs are found to be not supporting its DO criterion if 50% or greater of the volume of the reservoir has less than 2 mg/L DO throughout the year. Following the volume-depth curves of surveyed reservoirs in Oklahoma, it takes on average 78% of the water-column of lakes to exceed the 50% volumetric DO standard. This suggests that surveying reservoirs impaired for DO would provide the information necessary to likely remove the fish and wildlife propagation impairment from a subset of reservoirs. Lakes that are in the undetermined range (unmapped reservoirs with >50% water column anoxia but <70% water column anoxia) will be placed in category 3 of the 305(b) list indicating insufficient data is available for an impairment designation to be made. Bathymetric survey work on these reservoirs will provide the data necessary for an impairment designation to be made. Volumetric determination of reservoirs will allow for reassessment under the new volumetric DO water quality standard and may result in the removal of some reservoirs from the 303(d) list for fish and wildlife propagation impairment.

### Project Objectives

The goal of this project is to complete mapping of reservoirs currently impaired for fish and wildlife propagation due to DO that are sampled by the states Beneficial Use Monitoring Program (BUMP). Previous FY work had mapped Boomer, Okmulgee, Hominy, John Wells, Elmer Thomas, Arbuckle, Clinton, Crowder, Fairfax, Brushy Creek, Greenleaf, Shell, Duncan, Clear Creek, Wewoka, Holdenville, Stilwell City, Wayne Wallace, Walters (Dave Boyer), Atoka, Cedar, and Spavinaw. Sardis and McGee Creek Reservoirs will be mapped in FY24 and those for FY25 will be identified at a later date by agreement of both DEQ and OWRB. The project workplan will be revised to include the FY25 lakes after the lakes have been selected.

**Table 1: DO Impaired Reservoirs for FY24**

<b>Water body Name</b>	<b>Water Rights Holder</b>	<b>Surface Area (acre)</b>
<b>Sardis</b>	City of Oklahoma City	13,589
<b>McGee Creek</b>	City of Oklahoma City	3,709

### General Procedure

The process of surveying a reservoir uses a combination of Geographic Positioning System (GPS) and acoustic depth sounding technologies that are incorporated into a hydrographic survey vessel. As the survey vessel travels across the lake’s surface, the echosounder gathers multiple readings every second from the lake bottom. The depth readings are stored on the survey vessel’s on-board computer along with the positional data generated from the vessel’s GPS receiver. The collected data files are downloaded daily from the computer and brought to the office for editing after the survey is completed. During editing, data “noise” is removed or corrected, and average depths are converted to elevation readings based on the elevation of the lake on the day that data was collected. Geographic Information System (GIS) software is used to process the edited XYZ data collected from the survey. Accurate estimates of area-capacity can then be determined for the lake by building a 3-D TIN surface model of the reservoir from the collected data.

### Survey Plan and Specifications

Data collection at the normal pool elevation by the OWRB will use an echosounder to determine elevation below the surface of the water. The reported accuracy of the echosounder is  $\pm 1.0$ cm. However, accuracy can be affected by different factors including, heave, pitch, roll, and bottom sediment types. A Differential Global Positioning System (DGPS) with submeter accuracy will provide positioning information. The data will be referenced to the appropriate zone in the Oklahoma State Plane Coordinate System.

The bathymetric survey will be conducted for elevations at and below the current water level at the time of survey. Survey lines will be spaced a maximum of 500 ft apart, and will extend as near to the shore as safety and equipment limitations permit. Positioning and sounding data will be collected and stored electronically at the rate of at least one measurement per second, with a maximum spacing of 10 ft along the survey line. The lake elevation will be taken from a lake gage maintained by the U.S. Army Corps of Engineers or the U.S. Geological Survey. If neither is available, elevation will be measured using GNSS Positioning by OWRB.

The OWRB follows U.S. Army Corps of Engineers standards for quality control and quality assurance for Reservoir Surveys (Hydrography) found in EM 1110-2-1003 Engineering Design – Hydrographic Survey. For these surveys the following MPS will be met.

**Table 2: Minimum Performance Standards and Quality Assurance Practices for Project's Hydrographic Surveys**

<b>Minimum Performance Standards and Quality Assurance Practices for Project's Hydrographic Surveys</b>	
<b>Repeatability (Bias)</b>	<b>0.3 ft</b>
<b>Standard Deviation (<math>\pm</math> ft at 95%)</b>	<b><math>\pm</math> 0.8 ft</b>
<b>Horizontal Positioning System Accuracy (95%)</b>	<b>5 m (16 ft)</b>
<b>Minimum Survey Coverage Density</b>	<b>Not to Exceed 500 ft (150 m)</b>
<b>Quality Control and Assurance Criteria</b>	<b>--</b>
➤ Bar Check	<b>1/project</b>
➤ Sound Velocity QC calibration	<b>2/day</b>
➤ Squat Test	<b>1/year</b>
➤ Position calibration QC check	<b>1/project</b>
From the <b>2002</b> version of <a href="#">EM 1110-2-1003</a>	From the <b>2013</b> version of <a href="#">EM 1110-2-1003</a>

A minimum of 75 cross-section line convergences will be recorded and used to evaluate the quality of the collected data according to the above table.

#### Product Requirements

A Quality Assurance Project Plan (QAPP) will be drafted and executed by OWRB and DEQ personnel prior to any data collection. Following data collection and editing, a final report will be drafted to include background information, the equipment used, the methods employed, as well as a summary section. New elevation-area-capacity tables showing cumulative volume and surface area by 1/10 ft elevation increments will be generated. A map showing the approximate locations of survey lines used to collect the positioning and sounding data will also be provided.

A draft copy of the report text, elevation-area-capacity data, and the DEM will be made available for review and comment. Comments and questions should be addressed in writing within 30 days, and will be addressed in the final report.

The final product will consist of three hard copies and one electronic copy of the final report. The report will include the Elevation-Area-Capacity table. All data from the survey will be stored for future reference and can be made available upon request.

Project Tasks

**Task 1: Data Quality Assurance Project Plan (QAPP)**

As a continuance and completion of work started under a previous contract the QAPP, Quality Assurance Project Plan for Bathymetric Mapping of Selected Water Supply Reservoirs Impaired for Dissolved Oxygen FY 20/21 Section 106 I-006400-20 Project 11, shall serve as the QAPP for this project. OWRB will cooperate with re-certifications as needed to ensure project coverage under an approved QAPP.

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**Task 2: Reservoir Mapping**

The reservoirs identified in this workplan will be mapped using a shallow draft boat equipped with a high-precision Global Positioning System (GPS) coupled with a high-precision echo sounder. Data will be collected on transect lines spaced appropriately for application to that specific lake. Data will be reviewed for erroneous readings and elevation corrections applied. ArcGIS software will be utilized for area/capacity computations, volume-depth curves, and bottom contour map production. An electronic report will be developed and submitted to DEQ from the contractor detailing all work to date shall be presented as discussed in the approved QAPP.

Project Outputs

- 1. QAPP re-certification for FY24 Lakes
- 2. Final Report for FY24 Lakes
- 3. QAPP re-certification for FY25 Lakes
- 4. Final Report for FY25 Lakes

Project Management

This project will be managed by the Oklahoma Department of Environmental Quality. DEQ will provide oversight for all project activities and the contractor.

Project Duration

May 1, 2024, through June 30,2026

Project Milestones

- 1. QAPP Revision and Approval..... November 30, 2024
- 2. Final Report ..... June 30, 2025
- 1. QAPP Revision and Approval..... November 30, 2025
- 2. Final Report ..... June 30, 2026

Budget

TOTAL\$140,000

*Resource Allocation*

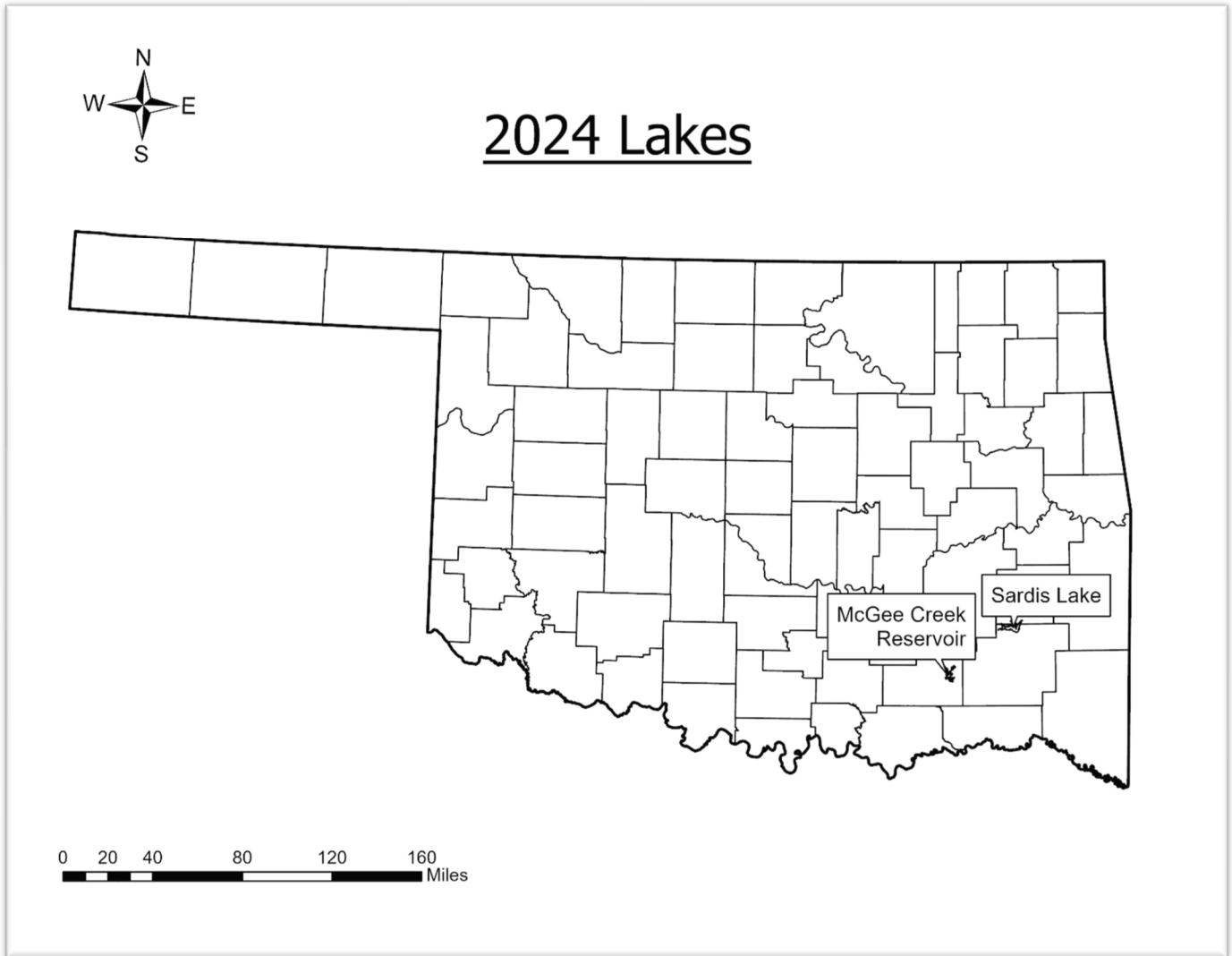
\$70,000 FY 2024 Main Program, Contractual

\$70,000 FY 2025 Main Program, Contractual

**\$140,000 Total Budget**



Figure 1: Location of the FY24 Study Lakes



### **3. SUMMARY DISPOSITION AGENDA ITEMS**

**WATER RIGHTS ADMINISTRATION DIVISION**  
**AND**  
**ENGINEERING AND PLANNING DIVISION**

**April 16, 2024**

**WATER RIGHTS ADMINISTRATION DIVISION**  
**Applications for Temporary Permits to Use Groundwater**

**April 16, 2024**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>NUMBER OF WELLS</b>	<b>COUNTY &amp; BASIN</b>	<b>LAND DEDICATED</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
2023-580 6/30/2023	Olive Tree Realty, LLC	1	McClain County, El Reno	15 acres Section 2, T6N, R4WIM	agriculture 10 a.f.
2023-587 8/14/2023	Theodore Calvin and Amy Nicole Koehn	1	Dewey County, Rush Springs	155.4 acres Section 36, T16N, R14WIM	Irrigation 310.8 a.f.

**WATER RIGHTS ADMINISTRATION DIVISION**  
**Applications to Amend Regular Permits to Use Groundwater**

**April 16, 2024**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>NUMBER OF WELLS</b>	<b>COUNTY &amp; BASIN</b>	<b>LAND DEDICATED</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
2008-528 6/16/2023	Jessie H. Hoskins	2	Blaine County, North Canadian River A&T	203 acres Sections 14, T19N, R13WIM	Irrigation, commercial use, and Mining – oil and gas 203 a.f.

**WATER RIGHTS ADMINISTRATION DIVISION  
Well Driller and Pump Installer Licensing**

**April 16, 2024**

<b>DPC NUMBER</b>	<b>NAME OF FIRM</b>	<b>CERTIFIED ACTIVITIES</b>	<b>OPERATORS</b>
<b>New Licenses, Accompanying Operator Certificates and Activities:</b>			
DPC-1038	W5 Waterwell Service, LLC	Groundwater Wells	Colton Wear OP-2525
DPC-1040	Vanguard Well Resources	Groundwater Wells	Jacob Friessen OP-2526
<b>New Operators, License Name Change, and/or Activities for Existing Licenses:</b>			
DPC-0123	Layne Christensen	Groundwater Wells & Monitoring Wells	Jason McKinney OP-2508
DPC-0123	Layne Christensen	Groundwater Wells & Monitoring Wells	Bobby Roberts OP-2509
DPC-0123	Layne Christensen	Groundwater Wells & Monitoring Wells	Cody Lotze OP-2510
DPC-0845	Northwest Waterwell Service	Groundwater Wells & Pump Installation	Hunter Reihm OP-2527
DPC-0788	Vista GeoScience, LLC	Monitoring Wells	Theodore Stockwell OP-2521
DPC-0788	Vista GeoScience, LLC	Monitoring Wells	Luka Paylakis OP-2522
DPC-0788	Vista GeoScience, LLC	Monitoring Wells	Benjamin Alcox OP-2523
DPC-0788	Vista GeoScience, LLC	Monitoring Wells	Noah Willoughby OP-2524
DPC-0165	May Waterwell Drilling	Groundwater Well & Pump Installation	Keith May OP-2528
DPC-0165	May Waterwell Drilling	Groundwater Well & Pump Installation	Larry Williams OP-2929

**ENGINEERING AND PLANNING DIVISION**  
**Applications to Construct, Enlarge, Repair or**  
**Alter Dam and/or Spillway**

**April 16, 2024**

<b>NID. NO. &amp; COUNTY</b>	<b>NAME OF APPLICANT &amp; NAME OF PROJECT</b>	<b>PLANS &amp; SPECS PREPARED BY</b>	<b>HAZARD CLASSIFICATION</b>	<b>LEGAL DESCRIPTION</b>
OK10248	Trinity Springs Ranch	J. Steven Fox, PE	Low	Sec. 10, T9S, R1E1M
Love County	Whittington Dam	Fox Engineering, Inc		

The applicant requests the approval for the modification of an existing, small, low hazard potential dam in Love County. The original dam is a 28-foot-tall earthen embankment. The proposed modification is to add an additional 40 feet of embankment fill upstream of the original embankment. The proposed dam will be an intermediate-size, low hazard potential dam with two, separate spillway risers; one valley floor drain; and one auxiliary, overflow spillway. The purpose of the dam and reservoir is listed as Fish & Wildlife. The dam is proposed to be 68 feet tall and normally impound 313 acre-feet with a maximum impoundment capacity of 511 acre-feet.

**ENGINEERING AND PLANNING DIVISION  
Floodplain Administrator Accreditation Applications**

**April 16, 2024**

<b>NUMBER</b>	<b>NAME OF COMMUNITY</b>	<b>FLOODPLAIN ADMINISTRATOR</b>
FPA-817	Garfield County	Shannon Lee
FPA-705	Kingfisher County	Linda Garcia
FPA-843	Grady County	Sean Fairbairn
FPA-28	Major County	Stephen Hendricks
FPA-629	McCurtain County	Cody Gilbert

## **5. SPECIAL CONSIDERATION**

### **WATER RIGHTS ADMINISTRATION DIVISION**

**April 16, 2024**



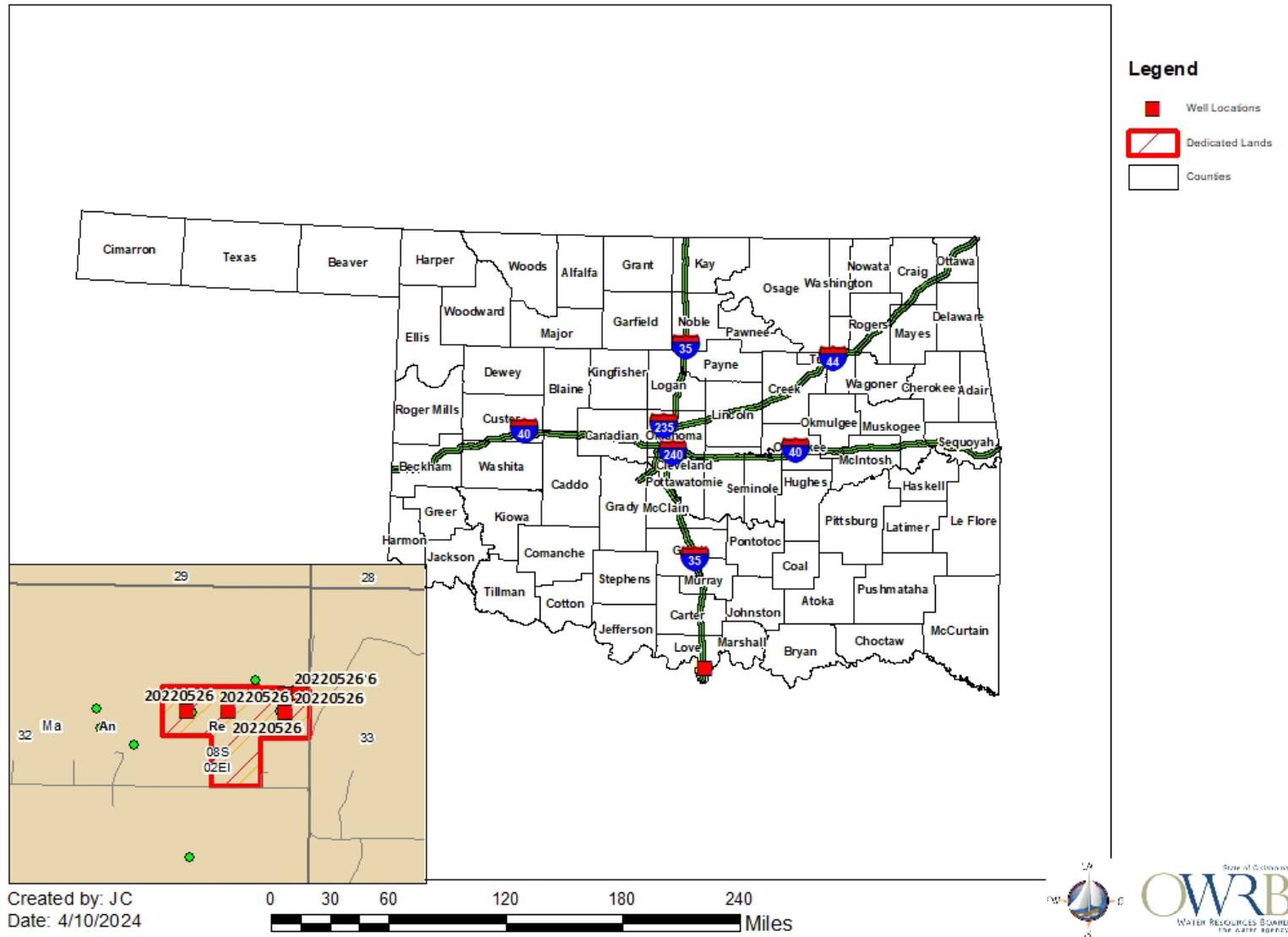
**WATER RIGHTS ADMINISTRATION DIVISION  
Application for a Temporary Groundwater Permit**

**April 16, 2024**

<b>NUMBER &amp; DATE</b>	<b>COUNTY</b>	<b>NAME OF APPLICANT</b>	<b>RECOMMENDATION</b>
2022-526 6/6/2022	Love County	R3 Realty Group, LLC	Approval of Proposed Order

R3 Realty Group, LLC, c/o DeCarlo Harris whose address is 6409 S. Western Ave., Oklahoma City, OK 73139 has filed an application, #2022-526, with the Oklahoma Water Resources Board (Board) for a permit to use 40 acre-feet of groundwater per year. The groundwater is proposed to be used for Irrigation and Agriculture uses (annual grass and medical marijuana) and taken from 40 acres located in the S2 NE of Section 32, T8S, R2EIM in Love County. The water is to be withdrawn from five (5) wells located as follows: three (3) wells in the NE SE NE, one (1) well in the NW SE NE, and one (1) well in the NE SW NE all in Section 32, T8S, R2EIM in Love County. Wells and dedicated lands are located over the Red River Alluvium and Terrace groundwater basin. The applicant gave proper Public Notice, the application was protested, and an administrative hearing was held on September 21, 2023. The hearing examiner recommends approval.

# Groundwater Application: Permit #20220526 - R3 Realty Group LLC- Love County



BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA

In the Matter of the Application of )  
R3 Realty Group, LLC for a ) Application No. 2022-0526  
Temporary Groundwater Permit. )

**PROPOSED**  
**FINDINGS OF FACT, CONCLUSIONS OF LAW AND BOARD ORDER**

**INTRODUCTION**

This matter arises out of the Application No. 2022-0526 (“Application”) filed by R3 Realty Group, LLC (“Applicant”) for a Temporary Groundwater Permit. The Application seeks a temporary permit authorizing the use of eighty (80) acre-feet of groundwater annually for irrigation and agriculture. Mark McCage (“Protestant McCage”), Donna Jones (“Protestant Jones”), Greg Dunn (“Protestant Dunn”), and Thomas Chadwick Mansfield (“Protestant Mansfield”) (together “Protestants”) submitted protests to the Application and the matter was set for hearing September 21, 2023.

Based upon the separately stated Proposed Findings of Fact and Conclusions of Law that follow, the Board determines that the Application amended to withdraw a maximum of forty (40) acre-feet of groundwater per year should be granted.

**HEARING**

1. The hearing was held on September 21, 2023, at the Oklahoma Water Resources Board Office, Board Room, 2nd Floor, 3800 North Classen Boulevard Oklahoma City, OK. Applicant R3 Realty Group, LLC appeared in person through DeCarlo Harris (“Mr. Harris”). Protestant McCage did not appear. Protestant Jones did not appear. Protestant Dunn did not appear. (Protestant Mansfield stated that Protestant Dunn has passed away.) Protestant Mansfield appeared in person. The hearing was opened, appearances were entered, witnesses were sworn, exhibits were entered, evidence and arguments were heard, and the hearing was adjourned. After the hearing was adjourned, the matter was taken under advisement. Thereafter, a proposed order was prepared, served on the parties, and presented to the Board for consideration at its April 16, 2024, meeting.

2. **OWRB Exhibits.** The following Oklahoma Water Resource Board (“OWRB”) exhibits were admitted into evidence without objection: OWRB Exhibit No. 1, Application No. 2022-0526; OWRB Exhibit No. 2, OWRB Ownership Documents; OWRB Exhibit No. 3, Notice of Application; OWRB Exhibit No. 4, OWRB Proof of Publication; OWRB Exhibit No. 5, Protests; OWRB Exhibit No. 6, Map; OWRB Exhibit No. 7, Cease and Desist Letters; OWRB Exhibit No. 8, Notice of Hearing and Green Cards, OWRB Exhibit No. 9, Affidavit of Notification, Certified Mail Receipts, Green Cards, and mailing receipt, and OWRB Exhibit No. 10 OMMA Application for Grower Outdoor license email containing screenshots.

3. **Applicant Exhibits.** Applicant Exhibit No. 1, Pierce Irrigation Letter, Applicant Exhibit No. 2 Communications between Matt Cogburn, DiVucci Homes, R3 Realty Group, LLC, phone number 405-626-7716, and Mr. Harris, were admitted into evidence at the hearing without objection.

4. **Protestant Exhibit.** Protestant Exhibit No. 1 Dunn well graph, was admitted into evidence at the hearing without objection.

5. R3 Realty Group, LLC, and DiVucci Farms, LLC did not appear to be active LLCs with the Oklahoma Secretary of State at the beginning of the hearing. A break was taken. Following the break and reopening of the record Mr. Harris stated that R3 Realty Group, LLC, now shows that it is in legal use and that he has emailed proof. It was confirmed during the hearing that R3 Realty Group, LLC, is listed as an active entity on the Oklahoma Corporation Commission website.

6. DiVucci Farms, LLC, did not appear to have a current Commercial Grower License with the Oklahoma Medical Marijuana Authority (“OMMA”). The Commercial Grower License certificate submitted with the Application has an expiration date of August 19, 2022. *See OWRB Exhibit No. 9.* Mr. Harris stated that he renewed DiVucci Farms, LLC’s License with the OMMA a month ago, in June/July, and that it usually takes 90 days for the renewal. Mr. Harris was provided the opportunity to have documentation proof of Commercial Grower License emailed during the hearing. An email was received on September 21, 2023, at 10:18 a.m. from a Renwick DeCarlo, r3realtgroup@icloud.com, to the OWRB and shows that an Application for a Grower license was approved by the OMMA on August 18, 2022, and an Application for Grower Outdoor license was submitted to the OMMA on August 9, 2023. *See OWRB Exhibit No. 10.*

### **PROPOSED FINDINGS OF FACT**

Upon its evaluation of the testimony and documentary exhibits offered or officially noticed during the hearing, the Board hereby makes the following findings of fact:

### **BACKGROUND OF APPLICATION**

7. On June 6, 2022, Applicant submitted an application for a Temporary Permit, which was given the Application number 2022-0526. The Application sought to withdraw eighty (80) acre-feet of groundwater from its property in Love County, Oklahoma for the purposes of agriculture and irrigation of annual grass and medical marijuana. *See OWRB Exhibit No. 1.*

8. Pursuant to the Application, groundwater was to be withdrawn from five (5) wells located on the Applicant’s property, three (3) located in the NE SE NE of Section 32, T8S, R2EIM, one (1) located in the NW SE NE of Section 32, T8S, R2EIM, and one (1) located in the NE SW NE of Section 32, T8S, R2EIM, Love County, Oklahoma. *See OWRB Exhibit No. 1.*

9. To support this Application, Applicant submitted a Warranty Deed (Book 0919 Page 178) signed on June 11, 2021, from Billy Joe Jones and Melissa Gail Jones to R3 Realty Group, LLC. *See OWRB Exhibit No. 2.*

10. Applicant made revisions to the Application as necessary by Board rules and statute. *See OWRB Exhibit No. 1.*

11. Applicant also submitted a Commercial Grower License with an expiration date of August 19, 2022, for a DiVucci Farms, LLC and surface estate owners map for notification purposes. *See OWRB Exhibit No. 2.* Additionally, Applicant provided information that a Grower license was approved by the OMMA on August 18, 2022, and an Application for Grower Outdoor license was submitted to the OMMA on August 9, 2023, for a DiVucci Farms, LLC. *See OWRB Exhibit No. 10.*

### **NOTICE OF THE APPLICATION AND HEARING**

12. On July 1, 2022, Board staff notified Applicant that the Application had been reviewed and directed Applicant to give notice of the essential facts and intended use by newspaper publication and by sending notice by certified mail, return receipt requested, to surface estate owners of lands located within 1,320 feet of the outside boundary of each ten acre-tract regarding wells subject of the Application. *See OWRB Exhibit No. 3.*

13. Notice of Application was published in the Marietta Monitor on July 15, 2022, and July 22, 2022. *See OWRB Exhibit No. 4.*

14. Notice of the Application was sufficiently delivered by certified U.S. mail to the Protestants. Notice of the Application was delivered by certified U.S. mail to Protestant McCage on July 14, 2022, Protestant Jones on July 13, 2022, Protestant Mansfield and Protestant Dunn on July 13, 2022, surface estate owners of land located within 1,320 feet of the outside boundary of each ten acre-tract regarding wells subject of the Application. Evidence of service was demonstrated by the Affidavit of Notification by Certified Mail identifying the above listed surface owners by name and mailing address and the return receipts submitted to the Board. *See OWRB Exhibit No. 9.*

15. Notice of the Application was sufficiently delivered by certified U.S. mail to Timothy Robertson on July 13, 2022, Delmar Shurbet on July 22, 2022, Gary and Teresa Elmore on July 13, 2022, Rise Ferguson on July 13, 2022, William Gibson on July 14, 2022, and George and Billy Jones on July 13, 2022, surface estate owners of land located within 1,320 feet of the outside boundary of each ten acre-tract regarding wells subject of the Application. Evidence of service was demonstrated by the Affidavit of Notification by Certified Mail identifying the above listed surface owners by name and mailing address and the return receipts submitted to the Board and the U.S. Postal Service Certified Mail Receipt with tracking number. *See OWRB Exhibit No. 9.*

16. Notice of the Application was sufficiently mailed by certified U.S. mail, tracking number 7019 2970 0000 5522 9945, to Eddie Lee, surface estate owner of lands located within 1,320 feet of the outside boundary of each ten acre-tract regarding wells subject of the Application and was unclaimed. Notice of the Application was mailed to PO Box 91 Thackerville OK 73459. Evidence of service was demonstrated by the Affidavit of Notification by Certified Mail

identifying the above listed surface owner by name and mailing address along with the U.S. Postal Service Certified Mail Receipt with tracking number. *See OWRB Exhibit No. 9.*

17. Notice of the Application was sufficiently mailed by certified U.S. mail, tracking number 7019 2970 0000 5522 8863, to FDR Development, surface estate owner of lands located within 1,320 feet of the outside boundary of each ten acre-tract of wells subject of the Application and was unclaimed. Notice of the Application was mailed to 21223 Jimbo Rd. Thackerville, OK 73459. Evidence of service was demonstrated by the Affidavit of Notification by Certified Mail identifying the above listed surface owner by name and mailing address along with the U.S. Postal Service Certified Mail Receipt with tracking number. *See OWRB Exhibit No. 9.*

18. Notice of Hearing was sent to all interested parties by certified US Mail on August 14, 2023. The Notice of Hearing gave a date, time, and location for the administrative hearing and explained the nature of the administrative hearing and the issues that would be presented. *See OWRB Exhibit No. 8.*

19. Notice of the Hearing was sufficiently delivered by certified U.S. mail to the Protestants and Applicant. Notice of the Hearing was delivered by certified U.S. mail to the Applicant on August 17, 2023. Notice of the Hearing was delivered by certified U.S. mail to Protestant Dunn on August 17, 2023, and to Protestant McCage on September 1, 2023. Notice of the Hearing was unclaimed by Protestant Jones and Protestant Mansfield. Notice of the Hearing was mailed by certified U.S. mail, tracking number 7022 0410 0002 6471 8844 to Protestant Jones, to 11348 Ironwood Road Marietta, OK 73448, the mailing address listed on the submitted protest. Notice of the Hearing was mailed by certified U.S. mail, tracking number 7022 0410 0002 6471 8820 to Protestant Mansfield, to 19031 Old Santa Fe Trail Thackerville, OK 73459, the mailing address listed on the submitted protest. Evidence of service was demonstrated by the Notice of Hearing with Certificate of Mailing, U.S. Postal Service Certified Mail Receipts with tracking numbers, copy of returned envelope, and Green Cards. *See OWRB Exhibits No. 5 and 8.*

## **PROTEST**

20. Protestant McCage, Protestant Jones, Protestant Dunn, and Protestant Mansfield protested the Application and were made parties herein. *See OWRB Exhibit No. 5.*

21. Protestant Mansfield testified (in summary) that he did not receive a copy of the Application submitted on June 6, 2022, but that he does have a copy of an application received on April 26, 2022. The hearing is on the Application submitted on June 6, 2022. *See OWRB Exhibit No. 1.* Protestant Mansfield was provided a copy of *OWRB Exhibit No. 1* during the hearing.

## **ELEMENTS TO BE DETERMINED**

### **LANDS OWNED OR LEASED BY THE APPLICANT**

22. Applicant asserted ownership of the following tract which it sought to dedicate to its Application: forty (40) acres in the S 1/2 of NE ¼ of Section 32, T8S, R2EIM in Love County. In support of the Applicant assertion of ownership, there is a Warranty Deed recorded on Book

0919 Page 178 of the records of the County Clerk of Love County, Oklahoma. See *OWRB Exhibits No. 1 and 2*. Ownership was not disputed at the hearing.

### **LANDS OVERLIE FRESH GROUNDWATER BASIN**

23. Upon their initial review of the Application, Board staff determined that the tract at issue overlies the Red River Alluvium and Terrace groundwater basin. This was not disputed at the hearing.

### **GROUNDWATER TO BE PUT TO BENEFICIAL USE**

24. The proposed use of the groundwater is for agriculture and irrigation of the land dedicated to the permit. The intended use is to grow annual grass and medical marijuana. There was no evidence introduced to indicate that Applicant use of the groundwater was not for agriculture and irrigation of land dedicated to the permit.

### **WASTE BY DEPLETION**

25. The proposed use of the groundwater is for agriculture and irrigation of the land dedicated to the permit.

26. Protestant Mansfield testified (in summary) that he is protesting the issuance of the Application because he believes the amount of water being requested by the Applicant is an extreme amount of water and a greater amount than needed. That Applicant's use of water is reducing the water pressure and negatively impacting the water depth. That in an April 26, 2022, application the Applicant only stated annual grass, and, in the June 6, 2022, Application the Applicant added marijuana and increased the quantity of water. That he does not currently have access to city water. That he is using well water as primary source of water. That he has cattle, previously chicken, and is building a house that is not complete. That the water table in his pipe previously was forty (40) feet and is now eighteen (18) feet and that he had to turn up the water pressure to max to water his yard. That he does not have a meter in his well. That after Applicant's water wells were drilled and water spraying started that he noticed that water pressure was dropping. That he did not know if Applicant was in fact using city water or not.

27. An April 26, 2022, application was not an exhibit at the hearing. The hearing is on the Application submitted on June 2, 2022. See *OWRB Exhibit No. 1*.

28. The depth to water in feet below land surface in Protestant Dunn's well was around 28 feet in February 2020, increased to a peak of around 22 feet in June of 2020, and then decreased steadily to around 30 feet in October of 2023. *Protestant Exhibit No. 1*. No information was provided for the time after October of 2023. Protestant Dunn was not at the hearing and is believed to be deceased. Protestant Mansfield testified (in summary) that Protestant Dunn's well has a meter in it, that the well is adjacent to Applicant's property located on the E section of page 4 of 5 of *OWRB Exhibit No. 4*, that the data is monitored by the OWRB, and that he obtained *Protestant Exhibit No. 1* from the OWRB. Whether *Protestant Exhibit No. 1* was provided by the OWRB was not verified by the OWRB at the hearing.

29. Mr. Harris testified (in summary) that he was trying to grow coastal Bermuda for livestock but has moved the livestock to Tatum, Oklahoma. That he would like to move the livestock back to the subject property and that his house is now on the property. That he wanted to grow medical marijuana on thirty (30) acres but is only growing two (2) acres (two tiers) of medical marijuana, which is fifty (50) plants, due to changes in the OMMA criteria for grows. That he does not know how much water eighty (80) acre-feet is and only put eighty (80) acre-feet on the Application because the OWRB said he could. That he uses three (3) gallons of water per marijuana plant every three (3) days and is currently drawing city water. That he started using city water around January of 2023. He still wants to proceed with the Application although currently using city water. That the grow season for cannabis is July to the beginning of September. That Jacob Hernandez<sup>1</sup> with the OWRB verified depth and GPS coordinates of Applicant's wells. That on June 6, 2022, he emailed Matt Cogburn<sup>2</sup> ("Mr. Cogburn") asking if everything was OK on the permit and called the OWRB on June 14, 2022, and June 23, 2022. That he started watering on June 24, 2022, because he thought he had the OK from the OWRB. That he called the OWRB again on June 28, 2022, to verify but two hours later was told by Byron Waltman<sup>3</sup> that there had been a complaint. That he emailed Matt Cogburn and Byron Waltman a letter on June 30, 2022, regarding the concerns of the complaint. That on July 1, 2022, he spoke to Mr. Cogburn regarding sending notice to all landowners and about the protest. That he was not on the property in June of 2021, when the water depth began to decrease as shown on *Protestant Exhibit No. 1*. That he sent twelve (12) videos to the OWRB showing that Protestant Mansfield was running water twenty-four hours seven days a week without issue and that the pictures are time stamped showing that Protestant Mansfield's grass was constantly getting water every morning, evening, and night.<sup>4</sup> That there is a quarter mount pivot behind Protestant Mansfield drawing hundreds of thousands of gallons of water.

30. Protestant Mansfield did not dispute that there is a quarter mount pivot behind him drawing water.

31. The OWRB told the Applicant that the maximum amount of water that can be requested, based upon the forty (40) acres dedicated, is eighty (80) acre-feet per year and that the Applicant could change the requested amount on the Application. *See Applicant Exhibit No. 2*.

32. On April 29, 2022, the OWRB told the Applicant to let it know the requested start time for the 90-day PT that was submitted. *Applicant Exhibit No. 2*.

33. An email from Mr. Cogburn to DiVucci Homes, on May 2, 2022, discussed changes made to the Application. *See Applicant Exhibit No. 2*.

34. On June 6, 2022, Applicant submitted an application for a Temporary Permit. *See OWRB Exhibit No. 1*.

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<sup>1</sup> An employee of the OWRB.

<sup>2</sup> An employee of the OWRB.

<sup>3</sup> An employee of the OWRB.

<sup>4</sup> *Applicant Exhibit No. 2* includes a communication exchange that references the videos. No videos or pictures were not present at the hearing to be admitted as exhibits.



35. On June 6, 2022, Applicant received an automatic reply from Mr. Cogburn that he would be out of the office until June 13, 2022. *See Applicant Exhibit No. 2.*

36. A Cease and Desist Unauthorized Use of Stream/Ground Water was issued July 14, 2022, to the Applicant for using groundwater for non-domestic use to commercially grow medical marijuana without a permit to do so. *See OWRB Exhibit No. 7.*

37. Pierce Irrigation issued a letter dated August 11, 2022, stating that the Applicant's wells "have been running for weeks and the inlet pressure has not changed. That would indicate that the water level is the same." *See Applicant Exhibit No. 1.*

38. A Cease and Desist Unauthorized Use of Stream/Ground Water was issued January 9, 2023, to the Applicant for using groundwater for non-domestic use to commercially grow medical marijuana without a permit to do so. *See OWRB Exhibit No. 7.*

### **WASTE BY POLLUTION**

39. No testimony was presented that there would be any waste of groundwater by pollution.

### **WELL SPACING**

40. There are no well spacing requirements for the Red River Alluvium and Terrace formation. *See Applicant Exhibit No. 2.*

### **PROPOSED CONCLUSIONS OF LAW**

Based upon applicable law, and as applied to the above Findings of Fact and evidence in the record, the Board draws the following Conclusions of Law:

### **JURISDICTION AND AUTHORITY**

41. The Board is vested with exclusive authority to determine groundwater permit application by Oklahoma's Groundwater Law, 82 O.S. § 1020.1 et seq., and by Chapter 30 of Title 785 of the Oklahoma Administrative Code ("OAC"). The OWRB is vested with authority to conduct administrative hearings under Article 7, § 1 of the Oklahoma State Constitution and by Article II of the Oklahoma Administrative Procedures Act (APA), 75 O.S. §§ 308a through 323. Hearings are conducted pursuant to Article II of the APA and Chapter 4 of Title 785 of the OAC.

42. The Board has subject matter jurisdiction to adjudicate applications for permits according to the Oklahoma Groundwater Law and the Board's rules promulgates pursuant thereto.

## **NOTICE OF THE APPLICATION AND HEARING**

43. Notification of the Application for a temporary groundwater permit was properly given as required by law, in accordance with 82 O.S. § 1020.8 and OAC 785:30-3-4.

44. Notice of the Hearing was given to all interested parties in accordance with OAC 785:30-3-4.

## **PERSONAL JURISDICTION; DUE PROCESS**

45. Due and proper notice of the Application and subsequent proceedings was given to all potentially interested persons as required by law. Applicant and Protestants are interested parties to this proceeding. All other potentially interested persons have defaulted or abandoned their interests, pursuant to OAC 785:4-7-3.

46. Protestants McCage, Dunn, and Jones are deemed to be in default and to have abandoned their interest by their failure to appear either in person, by representative, or by legal counsel pursuant to OAC 785:4-7-3.

## **USE OF GROUNDWATER**

47. Title 60 O.S. § 60 provides that the owner of the surface of a given tract of land owns the fresh groundwater beneath the surface of the land. The surface owner or lessee may use such groundwater in accordance with the use regulations imposed by the Oklahoma Groundwater Law, 82 O.S. §§ 1020.1 et seq.

## **ELEMENTS TO BE DETERMINED**

48. When a person makes an application for a groundwater permit, 82 O.S. § 1020.9 and OAC 785:30-3-5 requires the Board to determine several specific issues. These are:

- A. Whether the applicant owns the surface of the dedicated land or has a valid lease or other legal authority for the taking of groundwater from the land;
- B. Whether the dedicated land overlies a fresh groundwater basin or subbasin;
- C. Whether the applicant's intended use for the water is a beneficial use; and
- D. That waste by depletion and waste by pollution as specified in 82 O.S. § 1020.15 will not occur.

If the Board finds for the applicant on all these issues, the rules provides that the Board shall approve the application and issue the appropriate permit, pursuant to 82 O.S. §§ 1020.9 and 1020.10.

## **LANDS OWNED OR LEASED BY APPLICANT**

49. Based on the information submitted in the Application and at the hearing, the Board concludes that Applicant provided evidence of its right to take groundwater from the land, in the form of ownership documentation.

## **LANDS OVERLIE FRESH GROUNDWATER BASIN**

50. The dedicated land overlies the Red River Alluvium and Terrace groundwater basin.

## **GROUNDWATER PUT TO BENEFICIAL USE**

51. “Beneficial Use” is defined in OAC 785:30-1-2 as “the use of such quantity of stream or groundwater when reasonable intelligence and reasonable diligence are exercised in its application for a lawful purpose and as is economically necessary for that purpose. Beneficial uses include but are not limited to municipal, industrial, agricultural, irrigation, recreation, fish and wildlife, etc.” “Irrigation use” is defined in OAC 785:30-1-2 as “use of water for the production of food, fiber, crops, timber, fruits, nuts; and water applied to pastures, fields, landscaping, horticulture services, and golf courses.” “Agriculture use” is defined in OAC 785:30-1-2 as “water used for livestock, poultry, fish farms, fish hatcheries, veterinary services, feed lots, etc. (see also “Irrigation use”).”

52. The facts in this case establish that Applicant proposed use meets the definition of beneficial use. The Board concludes that Applicant proposed use is a beneficial use under applicable law.

53. If a license renewal is timely submitted the existing license does not expire until the application has been finally determined by the agency, pursuant to 75 O.S § 314. The Applicant provided documentation that DiVucci Farms, LLC’s renewal of Grower license was submitted to OMMA on August 18, 2022, and approved and that a Grower Outdoor license was submitted to OMMA on August 9, 2023. This order does not address the DiVucci Farms, LLC’s legal ability to grow medical marijuana in the State of Oklahoma, licensing with the OMMA, or DiVucci Farms, LLC’s license status with OMMA at the time of order insurance.

## **WASTE BY DEPLETION**

54. The Board must determine whether Applicant will allow waste as specified by 82 O.S. § 1020.15 to occur.

55. The Board acknowledges Protestant Mansfield’s concerns about the groundwater supply and pressure and that existing water wells could be adversely affected by Applicant withdrawal of groundwater from the same basin. However, there is no basis in this case to determine that Applicant proposed use will be impermissible or unlawful. The legislative policy expressed in the Oklahoma Groundwater Law is “to utilize the groundwater resources of the state.” 82 O.S. § 1020.2(A). To implement that policy, the Oklahoma Groundwater Law authorizes the

controlled reduction of a groundwater basin as long as the reduction is done in an orderly fashion according to the statutory scheme for reasonable restrictions on such use. The surface owner or lessee of land overlying a fresh groundwater basin is entitled to use the groundwater beneath the surface once certain elements of the Oklahoma Groundwater Law have been met. Here the Application is in accordance with and not contrary to the law and rules.

56. The Cease and Desist letters issued July 14, 2022, and January 9, 2023, inform the Applicant that the OWRB received information that it may be using groundwater for non-domestic use to commercially grow medical marijuana without a permit to do so. *See OWRB Exhibit No. 7.* The Application at issue is to obtain a permit to use groundwater for medical marijuana and if granted would not be waste.

57. The Applicant requires less water than applied for. Applicant only intends to use groundwater to grow two (2) acres of medical marijuana (50 plants requiring 3 gallons of water per marijuana plant every 3 days), for livestock on the subject property, and for a home on the subject property.

58. The Applicant purchased the property on June 11, 2021. *See OWRB Exhibit No. 1. Protestant Exhibit No.1* shows that the depth to water, in feet below land surface dropped in June of 2021. Although the land was purchased in June of 2021, Mr. Harris testified that he was not there yet. *Protestant Exhibit No.1* also shows that the depth to water, in feet below land surface was also lower in October of 2019 through February 2020, which is prior to the Applicant purchasing the property. There is no proof that Applicant is the only and or cause for the reduction in depth to water, in feet below land surface.

59. Waste by depletion will not occur if the Application is approved for less acre-feet of water per year than the requested eighty (80) acre-feet of water per year.

### **WASTE BY POLLUTION**

60. The provisions of 82 O.S. § 1020.15(A)(7) provide the Board shall not permit any groundwater user to commit waste by “[p]ermitting or causing the pollution of a freshwater strata or basin through any act which will permit fresh groundwater polluted by minerals or other waste to filter or otherwise intrude into such a basin or subbasin.” As stated above, there was no evidence presented that waste by pollution would occur by the granting of this Application.

61. The Board concludes that waste by pollution will not occur.

### **WELL SPACING**

62. No well spacing at issue.

### **CONCLUSION**

Based upon the Findings of Fact and Conclusions of Law above, the Board hereby concludes that R3 Realty Group, LLC has satisfied the necessary elements for obtaining an

amendment to the amount of acre-feet of groundwater per year for Temporary Groundwater Permit No. 2022-0526. The Board hereby orders that the Application to amended Temporary Groundwater Permit No. 2022-0526 shall be APPROVED for five (5) groundwater wells located on the Applicant's property, three (3) located in the NE SE NE of Section 32, T8S, R2EIM, one (1) located in the NW SE NE of Section 32, T8S, R2EIM, and one (1) located in the NE SW NE of Section 32, T8S, R2EIM, Love County, Oklahoma, to withdraw a maximum of forty (40) acre-feet of groundwater per year.

**ORDER**

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED the Application No. 2022-0523 filed by R3 Realty Group, LLC is hereby granted to withdraw forty (40) acre-feet of groundwater per year. A temporary groundwater permit shall be issued which authorizes five (5) groundwater wells located on the Applicant's property, three (3) located in the NE SE NE of Section 32, T8S, R2EIM, one (1) located in the NW SE NE of Section 32, T8S, R2EIM, and one (1) located in the NE SW NE of Section 32, T8S, R2EIM, Love County, Oklahoma.

IT IS FURTHER ORDERED that all other terms and provisions set forth in the Application and not inconsistent with provisions of this Order shall be incorporated into and made a part of the permit.

IT IS SO ORDERED by the Oklahoma Water Resource Board in regular and open meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

OKLAHOMA WATER RESOURCES BOARD

\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary

(SEAL)

**WATER RIGHTS ADMINISTRATION DIVISION**  
**Application for a Stream Water Permit**

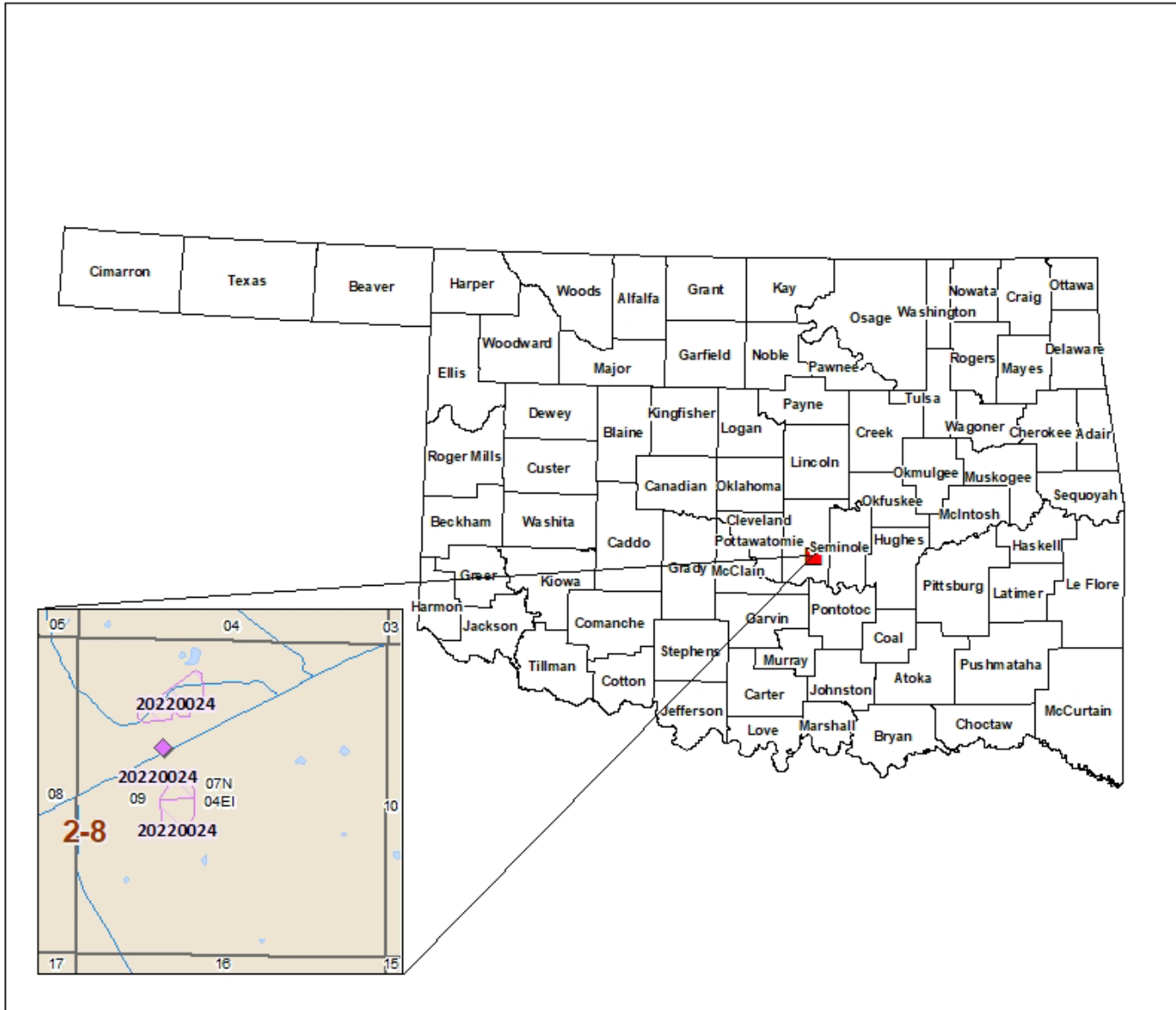
**April 16, 2024**

NUMBER & DATE	COUNTY	NAME OF APPLICANT	RECOMMENDATION
2022-024 10/5/2022	Pottawatomie County	Salt Creek Duck Club, LLC	Approval of Proposed Order

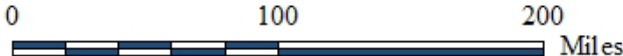
Notice is hereby given from Salt Creek Duck Club LLC, c/o Keenen Taylor whose address is 1217 Fairview Farm Rd, Edmond, OK 73013 has filed an application, #2022-024, with the Oklahoma Water Resources Board (Board) for a permit to use no more than 25 acre-feet of stream water per year at a diversion rate not to exceed 800 gallons per minute from one point of diversion on Salt Creek located as follows: NW SE NW of Section 9, T7N, R4EIM, Pottawatomie County. The water is proposed to be used for recreation/fish and wildlife (wetlands) on 25 acres located as follows: 3 acres in SW SE NW, 9 acres in NW NE SW, and 13 acres in the N2 NW; all in Section 9, T7N, R4EIM, Pottawatomie County, the application was protested, and an administrative hearing was held on February 21, 2024. The hearing examiner recommends approval.

# Stream Water Application: Permit #20220024, Salt Creek Duck Club LLC, Pottawatomie County

- Legend**
- 20220024 Location
  - Counties



Created by: CW  
Date: 4/9/2024



**BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA**

IN THE MATTER OF THE APPLICATION OF )  
SALT CREEK DUCK CLUB, LLC. FOR A ) Permit Application No. 2022-0024  
PERMIT TO USE STREAM WATER IN )  
POTTAWATOMIE COUNTY, OKLAHOMA )

**PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND BOARD  
ORDER**

This individual proceeding arose from the application of Salt Creek Duck Club, LLC. c/o Keenan Taylor (“Duck Club” or “Applicant”) for a regular stream water permit to use 25 acre-feet of stream water per year from one (1) point of diversion (the “DP”) on Salt Creek in Pottawatomie County, Oklahoma. The proposed use for the stream water was for recreation, fish, and wildlife (habitat production for waterfowl).

After notice of the application was published in *The Seminole Producer* in April and May of 2023, protests were filed with the Oklahoma Water Resources Board (OWRB) by the following entities and individuals, each of whom claimed, without submission of any supporting documentation, to be members of the Citizen Pottawatomie Tribe, entitled to the benefit of superior vested rights in stream water through a Tribal Treaty of 1887, that they claimed covered most of Pottawatomie County, again without submitting any supporting documentation:

1. Larry Ogee, Sr.,
2. Phillip Ogee, Jr.

**FINDINGS OF FACT**

The Board is required by 75 O.S. § 312 of the Administrative Procedures Act (“APA”) to rule individually on proposed findings of fact submitted by a party. Pursuant to OAC 785:4-7-10, an applicant is permitted to submit proposed findings of fact, conclusions of law, and a proposed Board Order for review and consideration by the Hearing Examiner. Subsequent to and within five (5) days of the Hearing as provided in OAC 785:4-7-10, only the Applicant submitted proposed findings of fact and conclusions of law, for review and consideration by the Hearing Examiner on February 26, 2024. The submission of the Applicant’s proposed findings of fact (comingled with certain proposed conclusions of law beginning at No. 12) for purposes of the APA, 75 O.S. § 312, is treated as follows:

- a. Proposed Finding of Fact nos. 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30, are substantially adopted by the Board.
- b. Proposed Finding of Fact nos. 7, and 14, are accepted in part and rejected in part.



A hearing was held at the Board offices in Oklahoma City, Oklahoma on February 21, 2024. The Applicant and Applicant’s counsel were present for the Hearing as were the Protestants, for the Hearing on this matter. The Applicant was represented by Jennifer B. Puckett and Colby J. Byrd, of McAfee & Taft, Oklahoma City, Oklahoma, as counsel during the Hearing. Pursuant to Oklahoma Administrative Code (“OAC”) 785:4-7-1 and 4-7-7, records were admitted that were offered by the Oklahoma Water Resources Board (“OWRB”) pertinent to this Application, including in part the Application, ownership documents, notice documents, maps, protests of Larry Ogee, Sr. and Phillip Ogee, Jr. and the notice scheduling hearing. *See* OWRB Exhibits 1-8.

After the hearing was adjourned, the matter was taken under advisement, and the record was held open for five (5) days from the date of the Hearing (February 21, 2024) pursuant to OAC 785:4-7-10 to allow the Applicant to submit proposed findings of fact, conclusions of law, and proposed Board Order for review and consideration by the Hearing Examiner. On February 26, 2024, the Applicant timely submitted proposed findings of fact and conclusions of law for review and consideration by the Hearing Examiner pursuant to OAC 785:4-7-9, 785:4-7-10, and 785:4-7-11, and the record was closed.

A proposed order was prepared, served on the parties, and presented to the Board for consideration and action.

Based upon the separately stated Findings of Fact and Conclusions of Law that follow, the Board determines that the Application should be approved.

### **NOTICE OF THE APPLICATION**

1. The hearing examiner opened the hearing by asking the applicant, applicant’s legal counsel, and protestants to announce their appearances at the hearing, having reviewed the proofs of publication of the notice of application prior to the hearing to determine whether notice was properly given of the application, and determining that the notice of the application was properly given as required by law as demonstrated through his proceeding with the hearing going forward. No protestants present at the hearing objected to the notice of application published by Duck Club.

### **NOTICE OF ADMINISTRATIVE HEARING**

2. A Notice of Administrative Hearing dated January 11, 2024 (OWRB Exhibit 8), which was mailed to each of the protestants listed above through the U.S. Mail, Certified, with return receipt requested, in addition to listing the date, time, and location of the hearing, explained the nature of the administrative hearing and the issues that would be presented. The OWRB Exhibit 8 admitted into evidence includes signed green cards for each of the Protestants acknowledging receipt.

### **AVAILABILITY OF STREAM WATER FOR APPROPRIATION**

3. Duck Club, through its application, seeks to divert 25 acre-feet of stream water annually,

at a maximum diversion rate of 800 gallons per minute (gpm), for recreation and wildlife (habitat production for waterfowl). The proposed Diversion Point is marked on Applicant's Exhibit 9. Duck Club intends to divert this water from one (1) point on Salt Creek in Pottawatomie County, Oklahoma, located in the NW/4 SE/4 NW/4 of Section 9, in Township 7 North, Range 4 East of the Indian Meridian.

4. On behalf of the Applicant, Keenan Taylor testified that sufficient unappropriated stream water was available on an annual basis at the single diversion point on Salt Creek. None of the testimony or evidence presented during the hearing challenged the availability of unappropriated water on an annual basis, although evidence and testimony was submitted which indicated that interference might occur under certain seasonal low-flow conditions.

5. Applicant Exhibit 10 (OWRB Exhibit 10) is labeled as "Memo to File" from OWRB Employee Carissa Walker with its Subject described as "Calculations for Stream Water Application #20220024, Salt Creek Duck Club LLC, Pottawatomie County" (the "OWRB Memo"), which OWRB Memo was admitted herein without objection. It should be noted that the author of the OWRB Memo, Carissa Walker, was present during the Hearing, but she provided no testimony. The OWRB Memo was not challenged by the Protestants once it was presented during the Hearing.

According to the OWRB Memo Section II "Upstream Analysis", the upstream watershed was found to contain 96.46 square miles and there is 22,124.18 acre-feet of average annual runoff available at the diversion point determined by using the OWRB's ArcGIS watershed model, less Total Usage Above the Diversion Point of 4,228.11 acre-feet/year, equals the Average Annual Estimated Flow at DP of 17,896.07 acre-feet/year. As to the upstream analysis of the OWRB Memo, it was further noted that there were no Stream Water Permits Above the DP (0), that there were no pending applications above the DP (0), that the SCS Normal Storage (23) equaled 1,913 acre-feet/year, that the Reservoir Dependable Yield {Yields - Permits}(0) equaled 0 acre-feet/year, that the Domestic Use Above DP equaled 2,315.11 acre-feet/year, for Total Usage Above DP of 4,228.11 acre-feet/year. Using the 22,124.18 acre-feet/year of average annual runoff at DP available less the Total Usage Above DP of 4,228.11, equals 17,896.07 acre-feet/year.

According to the OWRB Memo Section III "Downstream Analysis", the upstream (sic) downstream watershed was found to contain 144.2 square miles and there is 33,535.76 acre-feet of average annual runoff available at the DP determined by using the OWRB's ArcGIS watershed model, less the proposed use by the Applicant Duck Club at DP of 25 acre-feet/year less Total Usage Above This Point of 5,679.7 acre-feet/year, equals the Average Annual Estimated Flow at This Point of 27,831.06 acre-feet/year. The OWRB Memo noted that based upon these statistics, there is approximately 27,831.06 acre-feet/year of unappropriated water available for the users downstream from the DP to this location. According to the Hearing testimony of the Protestants, their real property is located downstream from the DP.

#### **PRESENT OR FUTURE NEED FOR WATER AND BENEFICIAL USE**

6. Duck Club stated in its application, and later corroborated with Applicant witness

testimony at the hearing from Keenan Taylor, that it intended to use the stream water from Salt Creek for recreation fish and wildlife (habitat production for waterfowl). While no schedule of use was made a part of Duck Club's regular stream water permit application, during the hearing, on behalf of the Applicant, Keenan Taylor stated that he intended to pump water through means of a diesel pump at the rate of 800 gpm (maximum) out of Salt Creek annually during the months of November through January, and that the Applicant intended to return water to the Salt Creek annually from late May through July.

### **INTERFERENCE WITH DOMESTIC OR EXISTING APPROPRIATIVE USES**

7. According to the OWRB Memo Section III "Downstream Analysis", Salt Creek runs approximately 6.53 river miles from the primary diversion point to Bruno Creek and that there were no permits totaling 0 acre-feet/year, one pending application totaling 25 acre-feet/year, and approximately (24 AF/mile X 144.2 miles) domestic uses totaling 3,460.7 acre-feet/year. Continuing, the OWRB Memo Section III finds that there is approximately 27,831.06 acre-feet/year of unappropriated water available even after the 25 acre-feet/year diversion by the Applicant that is available for the users downstream from the diversion point to this location. Protestant Larry Ogee testified that he had the right to use water from Salt Creek to irrigate his land based upon being a member of the Citizen Pottawatomie Tribe (which tribe he asserted had a Treaty of 1877 that provided such right), that he was not currently and had not previously used water from Salt Creek to irrigate his land.

### **OUT OF STREAM SYSTEM OR OUT OF STATE USE**

8. Duck Club stated that it does not propose to use the water diverted from Salt Creek outside the stream system of origin and does not propose to use the water outside of the boundaries of the State of Oklahoma. No further evidence was received on this issue.

### **CONCLUSIONS OF LAW**

#### **JURISDICTION AND APPLICABLE LAW**

9. The OWRB is vested with exclusive authority to determine stream water permit applications by Oklahoma's Stream Water Statutes, 82 O.S. § 105.1 *et seq.*, and by Chapter 20 of Title 785 of the OAC. The OWRB is vested with authority to conduct administrative hearings under Article 7, § 1 of the Oklahoma State Constitution and by Article II of the Administrative Procedures Act (APA), 75 O.S. §§ 308a through 323. Hearings are conducted pursuant to Article II of the APA and Chapter 4 of Title 785 of the OAC.

#### **AVAILABILITY FOR APPROPRIATION**

10. Under the provisions of OAC 785:20-5-5(a)(1), the OWRB must take into consideration the "the mean annual precipitation run-off in the watershed above the point(s) of diversion, the mean annual flow, stream gauge measurements, domestic uses and all existing appropriations and other designated purposes in the stream system." On the basis of mean annual precipitation run-off and mean annual flow, there appears to be water available for appropriation

in Salt Creek on an annual basis. The OWRB's standard stream water availability model accounted for domestic uses and all existing appropriations, even if it does not account for interference which may occur when flows are below the mean annual flow. Therefore, the OWRB finds that the requirements for this element are met.

### **NEED AND BENEFICIAL USE**

11. Under the provisions of OAC 785:20-5-5(c)(1), the OWRB "may review the efficiency of the works proposed to place the water to beneficial use and may order modifications to such works [diesel pump] or that different works be utilized." The OWRB's review of the proposed diesel 800 gpm (maximum) pump is presumably for the purpose of limiting the amount of the stream water appropriation to the actual amount of stream water the applicant could feasibly put to beneficial use. *See* 82 O.S. § 105.10 and OAC 785:20-3-9 (OWRB may reject applications based on feasibility or safety of plans).

12. Duck Club's proposed uses of water for recreation fish and wildlife appear to meet the OWRB's definition of "beneficial use" as stated in OAC 785:20-1-2. Furthermore, Duck Club's estimated water needs are well within the amount of stream water available in Salt Creek. Therefore, the OWRB finds that these elements of Duck Club's application have been met.

### **INTERFERENCE WITH DOMESTIC AND EXISTING APPROPRIATIVE USES**

13. Before taking final action on any stream water permit application, the OWRB must determine whether the proposed use "does not interfere with domestic or existing appropriative uses[.]" 82 O.S. § 105.12(A)(3). The purpose of this determination, as stated in the statute, is "to protect the public welfare of the citizens of Oklahoma[.]" *Id.* at § 105.12(A). This determination of non-interference must be made "from the evidence presented[.]" *Id.* When the evidence presented indicates that interference with domestic or existing appropriative uses may occur as a result of the proposed stream water application, "[t]he Board may determine that conditions or restrictions are necessary to protect existing beneficial uses and rights and may establish and impose such conditions on certain stream flow whereby direct diversion may be allowed only during certain times of the year or when a certain level of stream flow or elevation in the stream is reached." OAC 785:20-5-5(d)(2).

14. The evidence presented in the administrative hearing, taken as a whole, strongly supports the conclusion that Duck Club's proposed diversion will not interfere with domestic or existing appropriative uses from downstream water users in Salt Creek.

### **OTHER ISSUES**

15. Oklahoma's stream water statutes and rules require that the OWRB determine the following questions before taking final action on a stream water permit: (1) whether there is unappropriated water in the amount applied for; (2) whether the applicant has a present or future need for water and intends to put the water to beneficial use; (3) whether the proposed use to which the applicant intends to put the water is a beneficial use; and (4) whether the proposed use does not interfere with domestic or existing appropriative uses. 82 O.S. § 105.12(A) and OAC 785:20-5-4. The same statutory provisions provide that if the evidence is sufficient to determine the

aforementioned questions in the affirmative, “the Board shall approve the application by issuing a permit to appropriate water.” *Id.*

**ORDER**

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Application No. 2022-0024 in the name of Salt Creek Duck Club, LLC shall be and the same is hereby approved, subject to the usual stream water permit conditions hereinafter stated and otherwise imposed by law. The permit shall authorize the diversion of:

A total of 25-acre feet of stream water per year from one diversion point on Salt Creek, located in the NW/4 SE/4 NW/4 of Section 9, all in Township 7 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma. The permit shall specify that the total diversion rate shall not exceed 800 gallons per minute.

IT IS FURTHER ORDERED that the regular permit shall state the usual stream water conditions.

IT IS SO ORDERED by the Oklahoma Water Resources Board in its regular and open meeting this \_\_\_ day of \_\_\_\_\_, 2024.

OKLAHOMA WATER RESOURCES BOARD

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

**CERTIFICATE OF MAILING**

I hereby certify that on the 13th day of March, 2024, a true and correct copy of the foregoing Proposed Findings of Fact, Conclusions of Law, and Board Order was mailed to the following persons by depositing it in First Class U.S. Certified Mail, postage prepaid, return receipt requested, to the following mailing addresses:

**APPLICANT:**

Salr Creek Duck Club, LLC  
c/o Keenan Taylor  
1217 Fairview Farm Rd.  
Edmond, OK 73013

Colby J. Byrd  
Jennifer B. Pucket  
McAfee & Taft  
8<sup>th</sup> Floor, Two Leadership Square  
211 N. Robinson Ave.  
Oklahoma City, OK 73102  
*(Attorneys for Applicant)*

**PROTESTANT(S):**

Larry Ogee, Sr.  
PO Box 33  
Maud, OK 74854

Phillip Ogee, Jr.  
16156 SE 15<sup>th</sup> St.  
Choctaw, OK 73020

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