

## **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.**

**May 21, 2024, Regular Meeting Draft Official Minutes  
For consideration at the June 18, 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 May 21, 2024, at 9:30 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 May 15, 2024, at 4:00 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.  
Darren Cook  
Jennifer Castillo  
Tom Gorman (late)

### Board Members Absent

Matt Muller  
Bob Latham

### Staff Members Present

Julie Cunningham, Executive Director  
Sara Gibson, General Counsel  
Robby Short, Communication and Marketing Coordinator  
Cris Kittenbrink, Legal Assistant  
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  
Michael S, City of Woodward  
Glen Winters, Altus, OK  
Shawn Barnett, City of Woodward  
M. Carson  
Andrew Ralston, Tulsa Ports  
Michael Scalf, City of Blanchard  
Daniel O., City of Blanchard  
Kim Peterson, City of Guymon  
Charles Swinton, BancFirst  
Carrie Everson, City of Midwest City  
Tim Lyson, City of Midwest City  
R. Paul Streets, City of Midwest City  
Brandon Bundy, City of Midwest City  
C.W.W  
Emily Cimswell, Centennial Law  
David Parson  
Will Haggins, City of OKC  
Leslie Lewis, Halff  
Steve Manek, TEIM Design  
Michael Shannon, Cit of Guymon  
Craig Stokes, City of Collinsville

Elizabeth Gray, City of Bethany  
Anne B. Entrekin, Hilltp Securities  
David Bullard, City of Henryetta  
J. L., City of Bartlesville  
Jason Muninger, City of Bartlesville  
Dale Cottingham, Winters Farms  
Susan Paddack, M&P  
Alyssa Sloan, Winters Farms  
Eric King, Fellers Snider  
Victoria Tran, SOEE  
Alan Swartz  
Steven Hoffman, DEQ  
Chris Gander BOKFS  
Randy McDaniel, BancFirst  
T. Justiss, OKFB  
Brendan Hoover, Kirkpatrick Policy Group  
Bodie Bachelor, Centennial Law

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

AYE: Stallings, justice, Landess, Cook and Castillo  
NAY: None  
ABSTAIN: None  
ABSENT: Latham, Gorman, and Muller ( Mr. Gorman arrived at the meeting after this vote)

C. Executive Director’s Report:

The Oklahoma Water Resources Bulletin for May 2024 is now available for viewing. The Oklahoma Water Resources Bulletin for May 2024 is now available. Statewide we have received 147% normal precipitation with the South Central Region at 204% normal rainfall. The region has received nine and a half inches, almost five inches above normal. The Crop Moisture Index shows Southeastern Oklahoma as excessively wet, the wettest category, and lake levels are several feet above normal in that area. The Panhandle is the only region below normal for rainfall-12 percent of the state, all in that area, is now in drought status, which affects about 55,000 Oklahomans. NOAA’s seasonal drought outlook changed significantly from last month, now predicting persistent drought and drought development through August in the entire Panhandle, extending into north central Oklahoma, and all along the western edge of the state. It has been a dry month in the Panhandle (40% normal precipitation) and North Central OK (30% normal).

Legislative Session:

May has been all about the budget. The Senate implemented a new system this year that requires everything to go through public meetings, most of the budget negotiations were essentially restarted when Sen. Thompson was removed from the appropriations chair. Senator Bullard’s infrastructure bill could be reintroduced this session. Jarred Campbell, of Idabel, was appointed to the Oklahoma Water Resources Board, to serve an unexpired term ending May 14, 2030, succeeding Charles L. Darby, Jr. Robert Stallings, Jr., was reappointed to serve a seven year term on the Oklahoma Water Resources Board, succeeding himself.

Bills of Note:

SB 1331 PASSED 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. Emergency.

HB 1394 (Newton) metering amended to allow alternative measuring systems. 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 April 2024. Mr. Pierce reports the agency has spent 79 % of it appropriated budget leaving 21 %; spent 51% of its revolving budget, leaving 49%; has spent 29% of its federal budget, leaving 71%. Overall, the total budget remaining is 50% with 70 % of the year remaining.

FY 2025 New Budget is in the works and will be finalized soon.

**2. FINANCIAL ASSISTANCE DIVISION**

- A.** Consideration of and Possible Action on a Proposed Order Approving State Loan Program Revenue Bond Loan Funding Application for the Midwest City Municipal Authority, Oklahoma County, Oklahoma. Recommended for Approval.

This is a \$1 million ARPA grant to construct a lift station, install approximately 9000 feet of 12-inch water line, 400 feet of 8-inch gravity sewer main, and 1300 feet of 4-inch sewer force main. The loan will be funded through your state revenue bond loan program also known as the fap loan program. The loan will bear a fixed rate of interest and will have a maturity not to exceed 30 years (planning on 10 years). We will secure the loan with a lien on Midwest City’s water, sewer, and sanitation system revenues plus a 1.6515% sales tax (pledged from 3 separate ordinances). Their water and sewer connections have increased by approximately 6% over the last ten years and their debt coverage ratio stands at 4.2 times.

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

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

- B.** Consideration of and Possible Action on a Proposed Order Approving State Loan Program Revenue Bond Loan Funding Application for the Henryetta Municipal Authority, Okmulgee County, Oklahoma. Recommended for Approval.

This is a \$4,750,000 loan request from the Henryetta municipal authority. They are requesting the loan for construction of a one-million-gallon pre-stressed concrete water storage tank and for laying approximately 13,700 feet of water mains. The loan will be funded through the FAP loan program with a fixed interest rate and will have a maturity not to exceed 31 years.

We will secure the loan with a lien on Henrietta’s water, sewer, and sanitation system revenues, a two-cent sales tax, and a mortgage. They currently have two loans outstanding with the board with a combined balance of \$3.5 million and their debt coverage ratio stands at 2.67 times.

Madam Chair Castillo 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: Stallings, justice, Landess, Cook, Gorman and Castillo  
NAY: None  
ABSTAIN: None  
ABSENT: Latham and Muller

**C.** Consideration of and Possible Action on a Proposed Order Approving State Loan Program Revenue Bond Loan Funding Application for The Blanchard Municipal Improvement Authority, McClain County, Oklahoma. Recommended for Approval.

This is a \$9.2 million fap loan request from the blanchard municipal improvement authority located in mcclain county. They are requesting the loan for installing approximately 6400 feet of force sewer main, 1250 feet of 8-inch gravity sewer line, and 33,000 feet of water line. The project will also entail a new booster pump station and a 1-million-gallon ground storage tank adjacent to the station. The loan will have a maturity not to exceed 30 years and will bear a fixed rate of interest. We will secure the loan with a lien on blanchard’s water, sewer, and sanitation system revenues as well as a one cent sales tax and one cent use tax. Over the last ten years their water and sewer connections have increased by over 32% and their debt coverage ratio stands at 1.34 times.

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

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

**D.** Consideration of and Possible Action on a Proposed Order Approving State Loan Program Revenue Bond Loan Funding Application for The Guymon Utilities Authority, Texas County, Oklahoma. Recommended for Approval.

This is a \$10 million loan request from the Guymon utilities authority. They are requesting the loan to go along with a U.S. department of commerce EDA grant and ARPA grant proceeds for planning and design for an additional water source and supply for the community. In addition, funds will be used to rehabilitate 3 lagoon cells, repair the sequential batch reactor system, a new lift station and force main to move wastewater between the existing lagoons, the SBR, and rehabilitated lagoons, and new piping for the rehabilitated lagoon cells. The loan will be funded through the fap loan program with a fixed interest rate and a maturity not to exceed 30 years. The loan will be secured with a lien on Guymon’s water, sewer, and gas system revenues and a one cent sales tax (expires 12/27). Guymon is a long-time loan customer, and they currently have 4 loans outstanding with the board with a balance of approximately \$10.6 million. Guymon’s population has increased by 13% over the last ten years and their debt coverage ratio stands at 1.58 times.

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

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

- E.** Consideration of and Possible Action on a Proposed Order Approving State Loan Program Revenue Bond Loan Funding Application for The Bethany Public Works Authority, Oklahoma County, Oklahoma. Recommended for Approval.

This is a \$10,335,000 loan request from the Bethany public works authority. They are requesting the loan proceeds for a Scada system and sump pump for their water treatment plant, for rehabilitation of a booster pump station and water storage tanks, and for installation of automated water meters. The loan will be funded through the FAP loan program with a fixed interest rate and will have a maturity not to exceed 31 years. The loan will be secured with a lien on Bethany's water system revenues and a three-cent sales tax. They currently have one loan with the board with a balance of approximately \$1.5 million. Bethany's population has increased by about 9% over the last 10 years and their debt coverage ratio stands at 1.96 times.

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

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

- F.** Consideration of and Possible Action on a Proposed Order Approving State Loan Program Revenue Bond Loan Funding Application for the Woodward Municipal Authority, Woodward County, Oklahoma. Recommended for Approval.

This is a \$11,340,000 FAP loan request from the Woodward municipal authority. They are requesting the loan for the replacement of about 5000 feet of 6 inch to 12-inch water lines, replacement of about 3000 feet of 8-inch sewer lines, rehab of 50 manholes, rehab of 7 water storage tanks, rehab at the wastewater treatment plant to enhance sludge removal efficiency, rehab of 6 existing water wells and decommissioning of 20 inactive wells. In addition, funds will be utilized for equipment purchases including an emergency generator, a bulk fill water station, a sewer camera inspection van, and new sludge handling equipment. The loan will have a maturity not to exceed 30 years and will be secured with a lien on Woodward's water, sewer, and stormwater system revenues. Woodward has been a long-time loan customer and they have one outstanding loan with a balance of approximately \$314,000 and their debt coverage ratio stands at 2.3 times.

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

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

- G.** Consideration of and Possible Action on a Proposed Order Approving Clean Water Funding Application for the Tulsa's Port of Catoosa Facilities Authority, Rogers County, Oklahoma. Recommended for Approval.

This is a \$15 million loan request from the Tulsa's Port of Catoosa facilities authority. They are requesting the loan for the engineering and design of a 3.1 million gallon per day wastewater treatment plant to accommodate the wastewater from the port of Inola industrial park operated by the port authority and all the wastewater from the town of Inola. The plant will consist of separate treatment trains for the municipal and industrial waste streams.

The industrial train will be designed to treat approximately 2.5 million gallons a day through continuous backwash sand filters. The municipal train will be designed to treat approximately a half million gallons per day through an activated sludge system with UV disinfection. The project will be funded with the clean water SRF loan requested as well as \$38,620,000 in legislative appropriation known as the northeast Oklahoma infrastructure fund which is item c.7.a. On today's agenda, an economic development authority grant of \$22.3 million, and \$4 million in ARPA grant funds. The clean water SRF loan will bear a fixed interest rate plus a half point administrative fee and will mature within 30 years of the completion of the project. The loan will be secured with a lien on the authorities revenues and leases. This consists of the operating revenues less operating expenses of the Tulsa's Port of Catoosa facilities authority plus lease revenues from the city of Tulsa – Rogers county port authority plus lease revenues from the Inola public works authority. The authority's debt coverage ratio stands at 3.78 times.

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

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

**H.** Consideration of and Possible Action on a Proposed Order Approving State Loan Program Revenue Bond Loan Funding Application for The Collinsville Municipal Authority, Tulsa County, Oklahoma. Recommended for Approval.

This is a \$29,550,000 loan request from the Collinsville municipal authority. They are requesting the loan for construction of a new 3.4 million gallon per day wastewater treatment plant, to rehabilitate a lift station, rehabilitate an effluent pump station, and construct a new elevated headworks. The loan will be funded through the FAP loan program with a fixed interest rate. The loans maturity will not exceed 31 years and will be secured with a lien on Collinsville's water, sewer, and electric system revenues and a 1.75 cent sales tax (expires 6/2030). They currently have 3 loans outstanding with a combined balance of \$8.6 million. Over the last ten years their water connections have increased by over 12% and sewer connections by 28%.

Madam Chair Castillo 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: Stallings, justice, Landess, Cook, Gorman and Castillo  
NAY: None  
ABSTAIN: None  
ABSENT: Latham and Muller

**I.** Consideration of and Possible Action on a Proposed Order Approving State Loan Program Revenue Bond Loan Funding Application for The Bethany-Warr Acres Public Works Authority, Oklahoma County, Oklahoma. Recommended for Approval.

This a \$30 million fap loan request from the Bethany- Warr Acres public works authority which operates the Bluff Creek wastewater treatment plant which is utilized by both the cities of Bethany and Warr Acres. They are requesting the loan for a major rehabilitation of the wastewater treatment plant. In addition, loan proceeds will be used for refinancing a bank loan (f&m) that was for wastewater treatment plant improvements. The loan will bear a fixed interest rate and will have a maturity not to exceed 31 years. The loan will be secured with a lien on Bethany's water system revenues and a 3-cent sales tax. The loan will also be secured with a lien on Warr Acres sewer revenues and a 1 cent sales tax. Over the last ten years Warr Acres population has grown by 4% and Bethany's by 9% and the debt coverage ratio stands at 2.19 times.



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

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

**J.** Consideration of and Possible Action on a Proposed Order Approving Drinking Water Funding Application for the Oklahoma City Water Utilities Trust, Oklahoma County, Oklahoma. Recommended for Approval.

This is a \$75,261,000 loan request from the Oklahoma City water utilities trust. They are requesting the loan for rehabilitation and upgrade projects at the Hefner and Draper water treatment plants, to rehabilitate the Atoka reservoir intake tower, replace the Atoka pump station's balancing tank, for electrical improvements to a booster station, and for replacement of waterlines between Northwest 10<sup>th</sup> and Main street along Pennsylvania Avenue. The loan will be funded through the drinking water SRF loan program with a fixed rate of interest plus a half point administrative fee. The loan will mature within 30 years of the completion of the projects and will be secured with a lien on Oklahoma City's water, sewer, and sanitation system revenues. Over the last ten years the city's water and sewer connections have increased by approximately 19% and the city's population over the last twenty years has increased by 34%. The trust is our largest borrower, and they currently have 22 outstanding loans with a total balance of \$492.6 million. Their debt coverage ratio stands at 3.14 times.

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

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

**K.** Consideration of and Possible Action on a Proposed Order Approving Clean Water Funding Application for the Bartlesville Municipal Authority, Washington County, Oklahoma. Recommended for Approval.

This is a \$83,235,500 loan request from the Bartlesville municipal authority. They are requesting the loan for major rehabilitation of their wastewater treatment plant infrastructure as well as to expand the plant to support indirect potable reuse. The loan will be funded through the clean 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 the project and will be secured with a lien on Bartlesville's water and sewer system revenues. They currently have 2 outstanding loans with the board with a combined balance of \$6.5 million. Since 2014 Bartlesville's water connections increased by 3% and sewer connections by 6.6%. Their debt coverage ratio stands at 2.49 times.

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

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

- L. Consideration of and Possible Action on Selection of Investment Banker(s) in Connection with the Issuance of Obligations to Provide Funding for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund Loan Programs. Recommended for Approval.

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

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

- M. Resolution Authorizing the Issuance of Oklahoma Water Resources Board Revolving Fund Revenue Bonds - Clean Water Program, (2019 Master Trust), in the Aggregate Principal Amount Not to Exceed \$150,000,000.00; Approving and Authorizing Execution of a Bond Indenture Providing for the Issuance of the Bonds; Providing for the Sale and Delivery of the Bonds and Authorizing a Certificate of Determination; Waiving Competitive Bidding on the Bonds and Authorizing the Sale Thereof by Negotiation Pursuant to the Terms of a Contract of Purchase Pertaining Thereto; Approving a Preliminary Official Statement with Respect to the Bonds; Authorizing Execution of Such Other and Further Instruments, Certificates, and Documents as May Be Required for the Issuance of the Bonds; Directing Payment of Costs of Issuance and Containing Other Provisions Relating to the Issuance of the Bonds. Recommended for Approval.

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

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

### 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:

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
a.	FAP-24-0006-G	Carnegie Public Works Authority	Caddo	\$ 8,005.00
b.	FAP-24-0008-G	West Siloam Springs Municipal Authority	Delaware	\$ 44,157.50
c.	FAP-24-0009-G	The Clinton Public Works Authority	Custer	\$ 100,000.00

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>
INCOG				
a.	FAP-24-0032-R	Depew Public Works Authority	Creek	\$ 99,000.00
SWODA				
b.	FAP-24-0087-R	Canute Public Works Authority	Washita	\$ 99,624.00

3. CWSRF Principal Forgiveness Loan Applications:

None.

4. DWSRF Principal Forgiveness Loan Applications:

None.

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>
a.	ARP-23-0030-DTG	The Checotah Public Works Authority	McIntosh	\$ 600,000.00
b.	ARP-23-0116-G	Rural Water District No. 1, Hughes County	Hughes	\$ 620,000.00
c.	ARP-23-0224-G	The Caddo Public Works Authority	Bryan	\$ 1,000,000.00
d.	ARP-23-0025-DTG	The Checotah Public Works Authority	McIntosh	\$ 1,000,000.00
e.	ARP-23-0262-G	The East Central Oklahoma Water Authority	Muskogee	\$ 1,000,000.00
f.	ARP-23-0011-DG	Oklahoma City Water Utilities Trust	Oklahoma	\$ 1,000,000.00

g.	ARP-23-0115-G	Rural Water District No. 8, McCurtain County	McCurtain	\$ 2,000,000.00
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7. Special Appropriations Grant:

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
a.	NOI-23-0001-G	City of Tulsa - Rogers County Port Authority	Rogers	\$ 38,620,000.00

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

1. Memorandum Agreement with USGS and Arkansas-Oklahoma Arkansas River Compact Commission for water monitoring and data collection.
2. Memorandum Agreement with USGS and City of Enid for water monitoring and data collection
3. Memorandum Agreement with USGS and the City of Lawton for water monitoring and data collection.
4. Memorandum Agreement with USGS and the City of Moore for water monitoring and data collection.
5. Memorandum Agreement with USGS and the City of Norman for water monitoring and data collection.
6. Memorandum Agreement with USGS and the Central Oklahoma Master Conservancy District for water monitoring and data collection.
7. Memorandum Agreement with USGS and CP Kelco for water monitoring and data collection.
8. Memorandum Agreement with USGS and Fort Cobb Master Conservancy District for water monitoring and data collection.
9. Memorandum Agreement with USGS and Grand River Dam Authority for water monitoring and data collection.
10. Memorandum Agreement with USGS and Hardage Site Remedy Corp. for water monitoring and data collection.
11. Memorandum Agreement with USGS and Lugert-Altus Irrigation District for water monitoring and data collection.
12. Memorandum Agreement with USGS and Oklahoma Gas and Electric Company. for water monitoring and data collection.
13. Memorandum Agreement with USGS and Oklahoma Dept. of Wildlife Conservation for water monitoring and data collection.
14. Memorandum Agreement with USGS and Poteau Valley Improvement Authority for water monitoring and data collection.
15. Interagency Agreement between OWRB and Oklahoma Department of Agriculture, Food and Forestry for collecting groundwater samples at monitoring wells of swine licensed managed feeding operations.
16. Agreement between OWRB and the Oklahoma Ground Water Association for continuing education services for well drillers and pump installers.

17. Joint Funding Agreement between OWRB and United States Geological Service for continued operation and maintenance of the Monitoring Program.
18. Professional Services Engagement Letter with Arledge & Associates, P.C. to provide auditing services related to the Board's financial assistance programs for the Oklahoma Clean Water State Revolving Fund Loan Account Program financial statements and Uniform Guidance Single Audit.
19. Professional Services Engagement Letter with Arledge & Associates, P.C. to provide auditing services related to the Board's financial assistance programs for CWSRF and DWSRF Loan Administrative Funds Audits
20. Professional Services Engagement Letter with Arledge & Associates, P.C. to provide auditing services related to the Board's financial assistance programs for FAP Administration Fund Audit.
21. Professional Services Engagement Letter with Arledge & Associates, P.C. to provide auditing services related to the Board's financial assistance programs for Revenue Bond Issues Audit.
22. Professional Services Engagement Letter with Arledge & Associates, P.C. to provide auditing services related to the Board's financial assistance programs for the American Rescue Plan (ARPA) financial statements and Uniform Guidance Single Audit.
23. Professional Services Engagement Letter with Crawford & Associates, P.C. to provide account services related to the Board's financial assistance programs.
24. Agreement with Arbitrage Compliance Specialist, Inc. for arbitrage services in connection with the issuance of the state government entity obligations and indebtedness for OWRB loan programs
25. Addendum to Issuer User Agreement between OWRB and BondLink, Inc. for investor support services for OWRB bond issuances.

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

1. THI Group, LLC, LeFlore County, 2023-553
2. Encore Cultivation, LLC, Jackson County, 2023-668

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:  
None

H. Consideration of and Possible Action on Applications to Amend Regular Permits to Use Groundwater:  
None

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:  
None

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: M&H Enterprises DPC-1046  
1. Operator: Mark Smith OP-2539  
Activities: Pump installation

2. New Operators, Licensee Name Change, and/or Activities for Existing Licenses:

a. Licensee: F&H Drilling Services DPC-0065  
1. Operator: Casey Pickard OP-2532  
Activities: Groundwater wells and pump installation

b. Licensee: Dolese Bros. Co. DPC-1023  
2. Operator: Dan Heidrick OP-2533  
Activities: Monitoring wells

c. Licensee: J&B Pump and Supply DPC-0587  
3. Operator: Jacob Barker OP-2535  
Activities: Pump installation

d. Licensee: J&B Pump and Supply DPC-0587  
4. Operator: Matthew Caraway OP- 2200  
Activities: Plugging of certain water wells

e. Licensee: Talon LPE DPC-0619  
5. Operator: Robert Meyer OP-2534  
Activities: Groundwater wells, monitoring wells, pump install, heat exchange

f. Licensee: Equus Environmental, LLC DPC-0371  
6. Operator: Justin Hoppis OP- 2537  
Activities: Monitoring wells

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

1. Watonga Lake, Blaine County, OK00115
2. West Thomas Field Services Dam, Custer County, OK30622
3. Knob Creek Dam, Garvin County, OK30634

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

1. Oklahoma Department of Transportation, Bryan and Marshall Counties, FP-2024-9

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

1. Blake Woods, Adair County, #FPA-844
2. Tyler Hulse, Muskogee County, #FPA-523
3. Keith Huitt, Garvin County, #FPA-794

Q. Consideration of and Possible Action on a Consent Order:

1. Stigler Lake Dam, Haskell County, OK00699

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

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

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. Consideration of and Possible Action on Application for a Temporary Groundwater Right No. 2022-573, Winters Farms, LLC, Jackson County, Oklahoma:

1. Summary – Mr. Chris Neel:

On October 31, 2022, the Applicant filed Application No. 2022-0573 with the Board for a permit to use groundwater in Jackson County, Oklahoma. Applicant requested authorization to use 299.3 acre-feet of groundwater each year from the eight existing, previously drilled, groundwater wells for agricultural use to grow cotton, wheat, alfalfa, or grass. Protestants do not dispute the reported locations of the Applicant’s eight wells. Applicant dedicated to the application 149.64 acres of land; namely 149.64 acres in the NW ¼ of Section 30, Township 3 North, Range 19 West Indian Meridian, Jackson County; *See* OWRB Exhibit 1.

The existing groundwater wells are located in Jackson County as follows:

1 Well: NE ¼ of SW ¼ of NW ¼ of Section 30, Township 3 North, Range 19 West, Indian Meridian, Jackson County; 1 Well: NW ¼ of NW ¼ of NW¼ Section 30, Township 3 North, Range 19 West, Indian Meridian, Jackson County; 3 Wells: SW ¼ of NW ¼ of NW ¼ of Section 30, Township 3 North, Range 19 West, Indian Meridian, Jackson County; 1 Well: NW ¼ of SW ¼ of NW ¼ of Section 30, Township 3 North, Range 19 West, Indian Meridian, Jackson County; and, 2 Wells: SW/4 of SW/4 of NW/4 of Section 30, Township 3 North, Range 19 WIM, in Jackson County.

On March 2, 2023, Board staff notified Applicant that the application had been reviewed and directed Applicant to give notice of the application by certified mail to each surface owner of land within 1,320 feet of the outside boundary of the ten-acre tract of land with a groundwater well location covered by the application, and publish notice of the application in a newspaper of general circulation in the county in which the wells are located during the weeks beginning March 19, 2023, and March 26, 2023. *See* OWRB Exhibit 3. The notice was published on March 10, 2023, and March 17, 2023, in *The Altus Times*, a newspaper of general circulation in Jackson County. *See* OWRB Exhibit 4. The notice listed a protest deadline of April 24, 2023. *See* OWRB Exhibit 5. Applicant also sent, by certified mail, direct notice to those individuals listed on the surface estates owner’s map. *See* OWRB Exhibit 5. It is noted that the direct notice sent by certified mail to surface estate owner Wesley Churchwell (Father-in-Law to Carl Wayne Whitaker) at an address in Midwest City, Oklahoma, came back to the Applicant as “undeliverable”. *See* Applicant’s Exhibit 19; Protestants’ Exhibit 26; and uncontested testimony from Applicant’s Manager Glen Winters that Wesley Churchwell, Father-in-Law of Protestant Carl Wayne Whitaker, due to health issues, was residing in Altus, Oklahoma, at the home of Protestant Carl Wayne Whitaker, at the same time the direct notice sent by certified mail to Wesley Churchwell at an address in Midwest City, Oklahoma, came back as “undeliverable”. (*See* Applicant’s Exhibit 19). It is also noted that Protestants’ Exhibit 26, a U.S. Department of Agriculture Annual Lease Agreement Certification Statement, signed as Lessee by Protestant Carl Wayne Whitaker on May 17, 2023, discloses that Landowner/Lessor Wesley Churchwell has leased a Jackson County, Oklahoma, tract of land of 147.00 acres, more or less, to Protestant Carl Wayne Whitaker, and that Protestants’ Exhibit 22, documents that Protestant Carl Wayne Whitaker, through a Warranty Deed, actually owns a tract of land of 1.18 acres, more or less. It is further noted that the direct notice sent by certified mail to surface owner Sherrie Reaser came back as “unclaimed”, as did the direct notice sent by certified mail to surface owners Charles and Tresa Garrett. *See* Applicant’s Exhibit 19. The Applicant’s Manager Glen Winters testified that upon learning the aforesaid direct notices for Sherrie Reaser and Charles and Tresa Garrett came back as “unclaimed”, he telephoned both Ms. Reaser and Mr. Garrett to inform them of the notice and apparently neither chose to file a protest.

Surface estate owners David and Amy Parson and Carl Wayne Whitaker each protested the application by separate letters dated April 24, 2023, and each was made a party herein. *See* OWRB Exhibit 6. At the Hearing, Protestant David Parson testified that he purchased water for his domestic use from a rural water district, and that he had no OWRB groundwater permit for his single water well that he used in his two-year old cattle and livestock operation that includes ten (10) cows,

eight (8) calves, and seven (7) or eight (8) goats. Even though Protestant David Parson uses his single water well solely for his cattle and livestock (goats) operation, under the provisions of 82 O.S. §1020.1(2), in part, "...the use of water by a natural individual or by a family or household for household purposes, **for farm and domestic animals up to the normal grazing capacity of the land...**" (emphasis added), is defined as "domestic use". The Applicant alleges that well #31843 depicted on OWRB Exhibit 7 is the one and only well of the Protestant David Parson, and as such well #31843 is located on land that overlies a different groundwater basin, namely the North Fork of the Red River groundwater basin. The Protestant David Parson alleges his one and only well is not printed or depicted on OWRB Exhibit 7 and is not well #31843, but rather is depicted on Protestants' Exhibit 24 as a hand-drawn circle that lies above the Southwestern Oklahoma groundwater basin and nearer to the Applicant's property than well #31843, which Protestant David Parson does not claim to be his well.

Protestant Carl Wayne Whitaker testified at the Hearing that he had two water wells, one for his domestic use and one he used solely for his cattle operation including eleven (11) cows and eleven (11) calves, for which second water well he had no OWRB groundwater permit. Once again, under the provisions of 82 O.S. § 1020.1(2), in part, "...the use of water by a natural individual or by a family or household for household purposes, **for farm and domestic animals up to the normal grazing capacity of the land...**" (emphasis added), is defined by statute as "domestic use".

1. Discussion and presentation by parties:

Presentations were made by both respective parties before the Board. Questions were asked of each party, including of staff's opinion of waste, and answered in-kind. A brief discussion was had, and the Board members moved into an Executive Session.

2. Possible Executive Session:

Madam Chair Castillo asked for further discussion, a motion for Executive Session or a vote on the matter. A motion was made to go into Executive Session by Mr. Stallings and seconded by Mr. Justice.

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

Staff members requested to remain for Executive Session are Sara Gibson, Julie Cunningham, and Chris Neel. Cris Krittenbrink to keep Executive Session minutes.

Madam Chair Castillo asked for a motion to move out of Executive Session and to resume Regular Session. Ms. Landess made a motion and was seconded by Mr. Stallings.

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

Regular session has resumed, and Madam Chair Castillo asked for a motion regarding this application. Mr. Gorman made a motion that the application be remanded back to the Hearing Officer to obtain more evidence regarding the availability of water on other parts of the dedicated land and to obtain more evidence regarding waste by depletion and beneficial use. Mr. Stallings seconded the motion.



Madam Chair Castillo asked if there were any other discussion or questions and made a motion for the vote.

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

As authorized by the Oklahoma Open Meeting Act in Section 307(B)(8) of Title 25 of the Oklahoma Statutes, an executive session may be held for the purpose of “[e]ngaging in deliberations or rendering a final or intermediate decision in an individual proceeding pursuant to Article II of the Administrative Procedures Act”.

- (a) Vote on whether to hold Executive Session. Before it can be held, the Executive Session must be authorized by a majority vote of a quorum of members present and such vote must be recorded.
- (b) Designation of person to keep written minutes of Executive Session, if authorized.
- (c) Executive Session, if authorized.
- 4. Return to open meeting and possible vote or action on any matter discussed in the Executive Session, if authorized.
- 5. Vote on whether to approve the Proposed Order as presented or as may be amended, or vote on any other action or decision relating to the Proposed Order.

C. 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, Madam Chair Castillo adjourned the regular meeting of the Oklahoma Water Resources Board at 11:06 a.m. on May 21, 2024. The next regular meeting of the Oklahoma Water Resources Board will be held on Tuesday June 18, 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**

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

*ATTEST:*

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

\_\_\_\_\_  
**Jarred Campbell**

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

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

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

## **2. FINANCIAL ASSISTANCE DIVISION**

June 18, 2024

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

**Applicant:** Atoka Municipal Authority, Atoka County

**Loan Application No.:** ORF-24-0060-CW  
Clean Water SRF Loan (“CWSRF Loan”)

**Amount Requested:** \$1,740,000.00

**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 and sewer systems, a 1 cent sales tax, 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) construct a two-channeled headworks unit for the wastewater treatment plant, 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	\$1,740,000.00	Project	\$3,487,000.00
ARPA Grant	1,000,000.00	Bond Counsel	42,500.00
CDBG Grant	600,000.00	Financial Advisor	42,500.00
Local Funds	237,500.00	Local Counsel	5,000.00
		Trustee Bank	500.00
<b>Total</b>	<b>\$3,577,500.00</b>	<b>Total</b>	<b>\$3,577,500.00</b>

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

IN THE MATTER OF LOAN APPLICATION        )  
NO. ORF-24-0060-CW IN THE NAME OF        )  
ATOKA MUNICIPAL AUTHORITY                )  
ATOKA COUNTY, OKLAHOMA                    )

**PROPOSED  
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 18th day of June, 2024.

WHEREAS, Atoka Municipal Authority (the "Applicant") has made its Application for Funding No. ORF-24-0060-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-24-0060-CW in the name of Atoka Municipal 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) construct a two-channeled headworks unit for the wastewater treatment plant, 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 \$1,740,000.00. 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  
ATOKA MUNICIPAL AUTHORITY  
ORF-24-0060-CW**

2. The loan shall be secured with a lien on the revenues of the Applicant's water and sewer systems, a 1 cent sales tax, 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 18th day of June, 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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

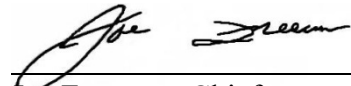
ATTEST:

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

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
ATOKA MUNICIPAL AUTHORITY  
ORF-24-0060-CW**

Reviewed By:

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

Joe Freeman, Chief  
Financial Assistance Division



June 18, 2024

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

**Applicant:** The Lawton Water Authority, Comanche County

**Loan Application No.:** ORF-24-0061-CW  
Clean Water SRF Loan (“CWSRF Loan”)

**Amount Requested:** \$25,000,000.00

**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 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, and sanitation 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 a lift station, rehabilitate and replace 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	\$25,000,000.00	Project	\$24,710,000.00
		Financial Advisor	152,000.00
		Bond Counsel	137,500.00
		Trustee Bank	500.00
<b>Total</b>	<u>\$25,000,000.00</u>	<b>Total</b>	<u>\$25,000,000.00</u>

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

IN THE MATTER OF LOAN APPLICATION        )  
NO. ORF-24-0061-CW IN THE NAME OF        )  
THE LAWTON WATER AUTHORITY                )  
COMANCHE COUNTY, OKLAHOMA                )

**PROPOSED  
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 18th day of June, 2024.

WHEREAS, The Lawton Water Authority (the "Applicant") has made its Application for Funding No. ORF-24-0061-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-24-0061-CW in the name of The Lawton Water 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 a lift station, rehabilitate and replace 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 \$25,000,000.00. 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 thirty (30) years following the date the Project is completed.

**ORDER APPROVING LOAN APPLICATION  
THE LAWTON WATER AUTHORITY  
ORF-24-0061-CW**

2. The loan shall be secured with a lien on the revenues of the Applicant's water, sewer, and sanitation 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 18th day of June, 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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

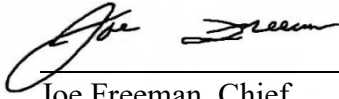
ATTEST:

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

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
THE LAWTON WATER AUTHORITY  
ORF-24-0061-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

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

In the Matter of Selection of Investment Banker(s) )  
In Connection With the Issuance of One or More )  
Obligations to Provide Funding for the )  
State Loan Program )

**PROPOSED  
RESOLUTION**

WHEREAS, Article X, Section 39 of the Oklahoma Constitution authorizes a program for financial assistance to public entities for water resource and sewage treatment purposes as authorized by the Legislature; and

WHEREAS, the Oklahoma Water Resources Board (the "Board") has been authorized by the Legislature in 82 O.S. 2021, Sections 1085.2 and 1085.31 et seq. amended (the "Act") to sell and issue its obligations to provide necessary funds for the funding of properly approved projects. The State Loan Program Revenue Bond obligations are issued for the purpose of providing funds to loan to local eligible entities throughout the State for making water and sewer improvements or refinancings thereof, all in accordance with the provisions of the Act; and

WHEREAS, the Board desires to aid and assist eligible entities for the aforementioned purposes by issuing obligations and using the proceeds thereof for making loans to eligible entities for qualified purposes; and

WHEREAS, the Board has heretofore requested proposals from a plurality of investment banking firms for consideration in selecting investment bankers for the proposed issuance of State Loan Program Revenue Bond obligations; and

WHEREAS, the Board has given due consideration to the investment banking firms' proposals, and has determined that the following Resolution providing for selection of investment bankers, and other provisions relating thereto should be adopted and approved.

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

1. The Board hereby selects the firm of \_\_\_\_\_ to provide services as Senior Managing Investment Banker for the Board's proposed issuance of State Loan Program Revenue Bond obligations and the firm(s) of \_\_\_\_\_ as Co-Managing Investment Banker(s).

2. The scope of services of the investment banker(s) shall be in accordance with the "Scope of Services" terms of the Board's Request for Proposals heretofore distributed.

**Resolution Selecting Investment Banker – State Loan Program Revenue Bonds**

**June 18, 2024**

**Page 2**

3. All fees and expenses of the investment banker(s) in connection with the proposed issuance of State Loan Program Revenue Bond obligations shall be duly subject to approval by the Deputy Treasurer for Debt Management in accordance with state law.

4. The issuance of obligations shall be allocated based on a bond allotment and designation rules developed by \_\_\_\_\_ and approved by the Board’s staff and the Deputy Treasurer for Debt Management.

5. Due responsibility and decision-making authority regarding the obligations' issuance shall be reserved to the Board, with appropriate consultation from its staff. \_\_\_\_\_, as Senior Managing Investment Banker shall be primarily responsible for managing the proposed issuance to its conclusion. The Co-Managing Investment Banker(s) may consult with \_\_\_\_\_, the Board and its staff, but \_\_\_\_\_ shall have sole authority among the Underwriters for underwriting management decisions and/or recommendations to the Board and its staff. Notwithstanding any of the foregoing, the scope of services of both the Senior Managing Investment Banker on the one hand and the Co-Managing Underwriters on the other hand shall be in accordance with the "Scope of Services" terms of the Board's Request for Proposal heretofore distributed regarding investment banking services.

ADOPTED and APPROVED this 18<sup>th</sup> day of June 2024.

OKLAHOMA WATER RESOURCES BOARD

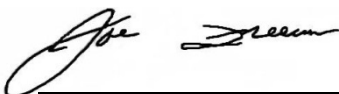
\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

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

(SEAL)

Reviewed By:



\_\_\_\_\_  
Joe Freeman, Chief  
Financial Assistance Division

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

In the Matter of Selection of Bond Counsel            )  
In Connection With the Issuance of One or More    )  
Obligations to Provide Funding for the            )  
State Loan Program    )

**PROPOSED  
RESOLUTION**

WHEREAS, Article X, Section 39 of the Oklahoma Constitution authorizes a program for financial assistance to public entities for water resource and sewage treatment purposes as authorized by the Legislature; and

WHEREAS, the Oklahoma Water Resources Board (the "Board") has been authorized by the Legislature in 82 O.S. 2021, Sections 1085.2 and 1085.31 et seq. amended (the "Act") to sell and issue its obligations to provide necessary funds for the funding of properly approved projects. The State Loan Program Revenue Bond obligations are issued for the purpose of providing funds to loan to local eligible entities throughout the State for making water and sewer improvements or refinancing thereof, all in accordance with the provisions of the Act; and

WHEREAS, the Board desires to aid and assist eligible entities for the aforementioned purposes by issuing obligations and using the proceeds thereof for making loans to eligible entities for qualified purposes; and

WHEREAS, the Board has heretofore requested proposals from a plurality of bond counsel firms for consideration in selecting bond counsel for the proposed issuance of State Loan Program Revenue Bond obligations; and

WHEREAS, the Board has given due consideration to the bond counsel firms' proposals, and has determined that the following Resolution providing for selection of bond counsel and other provisions relating thereto should be adopted and approved.

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

1. The Board hereby selects the firm of \_\_\_\_\_ to provide services as the bond counsel for the Board's proposed issuance(s) of State Loan Program Revenue Bond obligations.

**Resolution Selecting Bond Counsel – State Loan Program Revenue Bonds**

**June 18, 2024**

**Page 2**

2. The scope of services of the bond counsel shall be in accordance with the "Scope of Services" terms of the Board's Request for Proposals heretofore distributed.

3. All fees and expenses of the bond counsel in connection with the proposed issuance of State Loan Program Revenue Bond obligations shall be duly subject to approval by the Deputy Treasurer for Debt Management in accordance with state law.

4. To the extent that any conflict of interest may exist or arise with regard to the bond counsel firm selected by this resolution serving as local bond counsel on any of the Board's Local Loans to Eligible Entities, the Board hereby consents to the Board's bond counsel serving in such capacity.

ADOPTED and APPROVED this 18<sup>th</sup> day of June 2024.

OKLAHOMA WATER RESOURCES BOARD

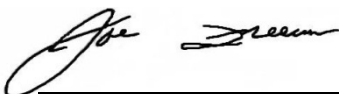
\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

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

(SEAL)

Reviewed By:



\_\_\_\_\_  
Joe Freeman, Chief  
Financial Assistance Division



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

In the Matter of a Resolution Selecting a )  
Disclosure Counsel to the Board in Connection )  
With the Issuance of One or More )  
Obligations to Provide Funding for the )  
State Loan Program )

**PROPOSED  
RESOLUTION**

WHEREAS, Article X, Section 39 of the Oklahoma Constitution authorizes a program for financial assistance to public entities for water resource and sewage treatment purposes as authorized by the Legislature; and

WHEREAS, the Oklahoma Water Resources Board (the "Board") has been authorized by the Legislature in 82 O.S. 2021, Sections 1085.2 and 1085.31 et seq. amended (the "Act") to sell and issue its obligations to provide necessary funds for the funding of properly approved projects. The State Loan Program Revenue Bond obligations are issued for the purpose of providing funds to loan to local eligible entities throughout the State for making water and sewer improvements or refinancing thereof, all in accordance with the provisions of the Act; and

WHEREAS, the Board desires to aid and assist eligible entities for the aforementioned purposes by issuing obligations and using the proceeds thereof for making loans to eligible entities for qualified purposes; and

WHEREAS, the Board has heretofore requested proposals from law firms experienced in providing disclosure counsel services in respect to applicable federal securities laws and rules for consideration in selecting a disclosure counsel to the Board's financing programs; and

WHEREAS, the Board has given due consideration to the disclosure counsel proposals submitted, and has determined that the following Resolution providing for selection of disclosure counsel and other provisions relating thereto should be adopted and approved.

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

1. The Board hereby selects the firm of \_\_\_\_\_ to provide services as the disclosure counsel for the Board's proposed issuance(s) of State Loan Program Revenue Bond obligations.

**Resolution Selecting Disclosure Counsel – State Loan Program Revenue Bonds**

**June 18, 2024**

**Page 2**

2. The scope of services of the disclosure counsel shall be in accordance with the "Scope of Services" terms of the Board's Request for Proposals heretofore distributed.

3. All fees and expenses of the disclosure counsel in connection with the proposed issuance of State Loan Program Revenue Bond obligations shall be duly subject to approval by the Deputy Treasurer for Debt Management in accordance with state law.

ADOPTED and APPROVED this 18<sup>th</sup> day of June, 2024.

OKLAHOMA WATER RESOURCES BOARD

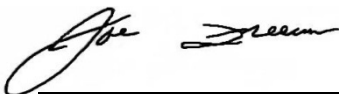
\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

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

(SEAL)

Reviewed By:



\_\_\_\_\_  
Joe Freeman, Chief  
Financial Assistance Division

THE OKLAHOMA WATER RESOURCES BOARD MET IN REGULAR SESSION ON THE 18<sup>th</sup> DAY OF JUNE, 2024, IN THE BOARD ROOM OF THE OKLAHOMA WATER RESOURCES BOARD, 3800 NORTH CLASSEN BOULEVARD, OKLAHOMA CITY, OKLAHOMA.

Boardmembers Present:

Absent:

(other business)

Thereupon, the Chairman introduced a resolution authorizing the issuance of special, limited obligations of the Oklahoma Water Resources Board (hereinafter, the "Board") for the purpose of providing monies to fund the Board's State Loan (Financial Assistance) Program. Upon completion of discussion with respect to such resolution, Boardmember \_\_\_\_\_ moved the adoption thereof, which motion was seconded by Boardmember \_\_\_\_\_. The Board was polled on the question of the adoption of said resolution, resulting in its adoption by the following vote:

Aye:

Nay:

The resolution, as adopted, is as follows:

RESOLUTION AUTHORIZING THE ISSUANCE OF OKLAHOMA WATER RESOURCES BOARD STATE LOAN PROGRAM REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$250,000,000; AT A NET INTEREST COST NOT TO EXCEED SEVEN PERCENT (7.0%); PROVIDING FOR THE ISSUANCE OF SAID BONDS IN ONE OR MORE SERIES; APPROVING AND AUTHORIZING EXECUTION OF A SERIES 2024C SUPPLEMENTAL BOND RESOLUTION AND, IF DEEMED ADVISABLE, AN ADDITIONAL SUPPLEMENTAL BOND RESOLUTION FOR EACH ADDITIONAL SERIES; WAIVING COMPETITIVE BIDDING ON THE BONDS AND AUTHORIZING THE SALE THEREOF BY NEGOTIATION AND AT A DISCOUNT PURSUANT TO THE TERMS OF A CONTRACT OF PURCHASE PERTAINING THERETO; APPROVING A PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO SAID BONDS; AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN TO DEEM PRELIMINARY OFFICIAL STATEMENTS FOR ADDITIONAL SERIES OF BONDS FINAL; DIRECTING DEPOSIT OF PROCEEDS DERIVED FROM THE ISSUANCE OF THE BONDS IN THE STATE TREASURY AND REQUESTING THE STATE TREASURER TO REMIT SUCH PROCEEDS TO THE BOND TRUSTEE; RATIFYING AND APPROVING THE FORM OF PROMISSORY NOTE, LOAN AGREEMENT, AND NOTE PURCHASE AGREEMENT TO BE EXECUTED BY BORROWERS IN THE STATE LOAN PROGRAM; AUTHORIZING EXECUTION OF SUCH OTHER AND FURTHER INSTRUMENTS, CERTIFICATES AND

DOCUMENTS AS MAY BE REQUIRED FOR THE ISSUANCE OF THE BONDS; DIRECTING PAYMENT OF COSTS OF ISSUANCE AND CONTAINING OTHER PROVISIONS RELATING TO THE ISSUANCE OF THE BONDS.

WHEREAS, the Legislature and the people of the State of Oklahoma have evidenced their desire to provide financial assistance to the State and cities, towns, counties, rural water or sewer districts, irrigation districts, public trusts, master conservancy districts and other political subdivisions of the State, or any combination thereof (the "Eligible Entities") for purposes of financing engineering undertakings or work to conserve and develop surface or subsurface water resources, distribute water, develop water systems and control or develop sewage treatment systems and facilities and/or to refinance any indebtedness originally incurred to acquire or construct such works, systems and facilities (the "Projects") by the submission and approval, at special statewide election held on the 28<sup>th</sup> day of August, 1984, of State Question No. 581 and the adoption pursuant to said election of Section 39, Article X of the Oklahoma Constitution and the vitalization thereof with the enactment of the Water Storage and Control Facilities Act, 82 O.S. 2011, Section 1085.31-1085.49, inclusive, as amended (the "Act"); and

WHEREAS, pursuant to provision of Sections 1085.33 and 1085.36 of the Act, the Board is empowered to sell and issue its obligations and make loans from the proceeds thereof to Eligible Entities to finance and/or refinance qualifying Projects under the Act; and

WHEREAS, in furtherance of such purposes the Board has heretofore issued obligations under and pursuant to a General Bond Resolution dated as of August 1, 1986, as supplemented and amended (the "1986 General Bond Resolution"); and

WHEREAS, the Board has previously deemed it advisable to discontinue issuing obligations under the 1986 General Bond Resolution and in its place created a 2016 General Bond Resolution dated as of November 1, 2016, (the "2016 General Bond Resolution") pursuant to which all future obligations of the Board pursuant to the Act are intended to be issued, and subsequently proceeded to issue obligations thereunder in furtherance of such purposes; and

WHEREAS, proceeds derived from the issuance of such prior obligations have been loaned or obligated to be loaned under the Board's State Loan Program to Eligible Entities in satisfaction of the purposes of the Act; and

WHEREAS, a need currently exists to recapitalize the State Loan Program in order to satisfy requests of one or more Eligible Entities for additional Project loan(s); and

WHEREAS, the Board has given due consideration to the relative needs of all Eligible Entities within the State in order to ensure that sufficient monies are available from the issuance of its obligations to satisfy the proportionate share of the overall needs of both small and large Eligible Entities; and

WHEREAS, Section 1085.33 of the Act authorizes the waiver of competitive bidding on the Board's obligations and the sale thereof at a discount; and

WHEREAS, the Board has heretofore, by resolution duly adopted, selected \_\_\_\_\_, as Senior Managing Investment Banker and, depending upon the amount of bonds to be issued, \_\_\_\_\_, as Co-Managing Investment Banker (the "Underwriters") for the issuance of the obligations hereinafter described and \_\_\_\_\_ as Bond Counsel.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board hereby authorizes the sale, issuance and delivery of special, limited obligations in aggregate principal amount not to exceed \$250,000,000, at a net interest cost not to exceed 7.00%, for the purpose of recapitalizing the Board's State Loan Program. The obligations shall be issued in one or more series, the first series of which shall be denominated "Oklahoma Water Resources Board State Loan Program Revenue Bonds, Series 2024C" (or such other numeric and alphabetic labeling designation as shall be proper in keeping with the Board's customary pattern of each bond series labeling designation) and each subsequent series shall be denominated in like manner in numeric and alphabetic sequence. The obligations shall be issued under the terms and provisions of the 2016 General Bond Resolution dated as of November 1, 2016, between the Board and BancFirst, as Trustee, as supplemented pursuant to the provisions of a Series 2024C Supplemental Bond Resolution between the Board and BancFirst, as Trustee (provided that the numeric and alphabetic labeling designation of such supplemental bond resolution shall match the labeling designation of the series of bonds issued thereby). The Series 2024C Supplemental Bond Resolution shall relate to the Series 2024C bonds and if more than one series of bonds is deemed advisable, each additional series of bonds shall be issued under the terms and provisions of an additional Supplemental Bond Resolution which shall be substantially the same in all other particulars as the Series 2024C Supplemental Bond Resolution and shall be titled in numerical and alphabetic sequence. (The Series 2024C bonds together with any additional series issued hereunder are hereinafter collectively referred to as the "Bonds".) (The 2016 General Bond Resolution, so supplemented and amended is hereinafter referred to as the "Bond Resolution".) The Bonds shall be issued in fully registered form, without coupons, and shall mature at such times and in such amounts, shall bear interest, shall carry such registration and conversion privileges, shall be payable in such manner, shall be subject to redemption and shall have such other and further qualities and provisions as shall be specifically provided in the Bond Resolution.

2. The Board hereby approves drafts presented on this date of the following documents pertaining to the issuance of the Bonds (both the drafts presented on this date specifically relating to the Series 2024C bonds, and substantially similar drafts for each additional series of bonds):

- (i) Preliminary Official Statement;
- (ii) Contract of Purchase;
- (iii) Series 2024C Supplemental Bond Resolution, and one additional Supplemental Bond Resolution in like form, titled in numeric and alphabetic sequence, for each additional series of Bonds;

- (iv) Form of Loan Agreement, Note Purchase Agreement and Promissory Note to be executed by borrowers; and
- (v) Continuing Disclosure Agreement.

The Board hereby authorizes any one of its members to review and approve any proposed additions, deletions or other changes to the above described documents from the forms thereof presented on this date both for the Series 2024C bonds and each additional series of bonds. The Board hereby deems the Preliminary Official Statement for the Series 2024C bonds final for the purpose of distribution in connection with the public offering of the Series 2024C bonds and hereby designates the Chairman or Vice-Chairman of the Board as an authorized officer to deem the draft of the Preliminary Official Statement for each additional series of bonds final.

3. Competitive bidding on the sale of the Bonds is hereby expressly waived and said obligations are authorized to be sold to the Underwriters pursuant to the terms of the Contract of Purchase. The Bonds are hereby authorized to be sold at less than par value, provided that the overall original issue discount plus underwriter's discount shall not exceed 4.0%.

4. Proceeds derived from the sale of the Bonds are hereby directed to be deposited into the Water Resources Fund created in the State Treasury pursuant to and in accordance with Section 1085.33 of the Act. The State Treasurer is requested and directed, immediately upon receipt of such proceeds, to transfer such proceeds, together with accrued interest thereon, if any, from the Water Resources Fund to the Trustee under the Bond Resolution for application in the manner set forth in the Bond Resolution and in the Closing Order executed on behalf of the Board in conjunction with the issuance of the Bonds.

5. The Trustee is directed to pay all costs of issuance of the Bonds as approved by the State of Oklahoma Deputy Treasurer for Policy and Debt Management from the Costs of Issuance Account of the Loan Fund established under the Bond Resolution pursuant to the Board's Closing Order.

6. The Board hereby authorizes any one of its members to approve and execute, for and on behalf of the Board, the appropriate alphabetic and numeric labeling designation for each bond series and all other and further documents, instruments, representations and certifications necessary or attendant to the sale, issuance and delivery of the Bonds. Further, the appropriate employees of the Board are hereby authorized to take all action necessary or appropriate to comply with and carry out all provisions of such documents, instruments, representations and certifications.

ADOPTED this 18<sup>th</sup> day of June, 2024.

OKLAHOMA WATER RESOURCES BOARD

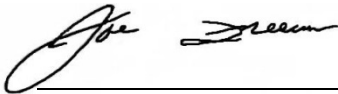
(SEAL)

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

ATTEST:

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

Reviewed By:



\_\_\_\_\_  
Joe Freeman, Chief  
Financial Assistance Division

STATE OF OKLAHOMA     )  
  )SS  
COUNTY OF OKLAHOMA    )

I, the undersigned, the duly qualified and acting Secretary of the Oklahoma Water Resources Board, hereby certify that the above and foregoing is a true, correct and complete copy of a resolution duly adopted by said Board at the meeting had on the date therein set forth. I further certify that public notice of said meeting was duly given and that attached hereto is a true and a complete copy of the agenda for such meeting which was prominently posted at the place of said meeting, all in the manner and within the time prescribed by law.

WITNESS my hand and the seal of said Board this 18<sup>th</sup> day of June, 2024.

(SEAL)

\_\_\_\_\_  
Secretary



**A RESOLUTION  
EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF LOANS  
FOR CLEAN WATER SRF PROJECTS**

WHEREAS, the Oklahoma Water Resources Board (the "Board") is an instrumentality of the State of Oklahoma; and

WHEREAS, Article X, Section 39 of the Oklahoma Constitution authorizes a program for financial assistance to public entities for water resource and sewage treatment purposes as authorized by the Legislature; and

WHEREAS, the Board has been authorized by the Legislature in 82 O.S. 2021, Sections 1085.51 through 1085.65 as amended (the "State Clean Water SRF Act") to sell and issue its obligations to provide necessary funds for the Clean Water State Revolving Fund Loan Account (the "CWSRF Account") in order to provide financial assistance to eligible entities for wastewater treatment projects all in accordance with the provisions of the State Clean Water SRF Act; and

WHEREAS, the Board expects prior to the issuance of Clean Water State Revolving Fund revenue bonds (the "Obligations") to finance from available revenues, other than bond proceeds, one or more loans attached hereto as Exhibit A ("Loans") in connection with the design, planning, acquisition and construction of clean water projects (the "Clean Water Projects"); and

WHEREAS, the Board finds, considers, and declares that the reimbursement of the Board for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Board and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues Obligations to fund the Loans used to finance the Clean Water Projects.

**NOW, THEREFORE, BE IT RESOLVED BY THE OKLAHOMA WATER RESOURCES BOARD:**

1. The Board reasonably expects to incur Obligations, as one or more series, with an aggregate maximum principal amount estimated not to exceed \$1,131,656,867.00 for the purpose of funding the Loans the proceeds of which shall be used for the purpose of paying the costs of Clean Water Projects.

2. All costs to be reimbursed pursuant hereto will be used to fund the Loans for the Clean Water Projects in amounts currently estimated to be equal to the amounts set forth in Exhibit A. No tax-exempt obligations will be issued by the Board in furtherance of this Resolution after a date which is later than 18 months after the date the Loans are made.

**Resolution Reimbursing Loan Costs – Clean Water State Revolving Fund**  
**Page 2**

3. No proceeds of obligations will be used pursuant hereto to reimburse costs previously paid with the proceeds of other obligations issued by the Board or any related entity.

ADOPTED and APPROVED this 18<sup>th</sup> day of June 2024.

OKLAHOMA WATER RESOURCES BOARD

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Jennifer Castillo, Chairman

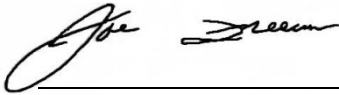
ATTEST:

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Suzanne Landess, Secretary

(SEAL)

Reviewed By:



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Joe Freeman, Chief  
Financial Assistance Division

**EXHIBIT A  
CLEAN WATER STATE REVOLVING FUND PROJECT REIMBURSEMENT LIST**

<b>System</b>	<b>Amount</b>	<b>Project Description</b>	
Adair Municipal Authority	\$525,000.00	Sewer System Rehab	ORF-22-0032-CW
Alex Municipal Authority	\$1,000,000.00	Sewer Infrastructure	ORF-23-0010-CW
Allen Public Works Authority	\$38,070.00	AMR's and sewer collection	ORF-21-0006-CW
Altus Municipal Authority	\$21,063,917.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0030-CW
Ames Public Works Authority	\$101,035.00	Auto Read Meters	ORF-23-0169-CW
Anadarko Public Works Authority	\$900,000.00	Anadarko Wastewater Treatment Plant	ORF-23-0139-CW
Anadarko Public Works Authority	\$300,000.00	City Of Anadarko Storm Drain	ORF-23-0159-CW
Apache Public Works Authority	\$290,000.00	Smart Meters	ORF-23-0114-CW
Apache Public Works Authority	\$550,000.00	Remediation and repair of 3rd cell lagoon	ORF-23-0113-CW
Ardmore Public Works Authority	\$30,000,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0074-CW
Arkoma Municipal Authority	\$325,000.00	AMR/AMI	ORF-22-0033-CW
Arkoma Municipal Authority	\$1,000,000.00	Wastewater System Improvements	ORF-24-0008-CW
Arkoma Municipal Authority	\$850,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0067-CW
Asher Utilities Development Authority	\$500,000.00	Wastewater lagoons	ORF-23-0058-CW
Atoka Municipal Authority	\$10,522,232.00	Atoka Wastewater Treatment Plant Improvements	ORF-23-0059-CW
Barnsdall Public Works Authority	\$650,000.00	Bird Creek Lift Station Upgrade	ORF-23-0103-CW
Barnsdall Public Works Authority	\$34,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0063-CW
Bartlesville Municipal Authority	\$50,000,000.00	Chickasaw WWTF Expansion with Indirect Potable Reu	ORF-23-0023-CW
Bartlesville Municipal Authority	\$2,500,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0002-CW
Bennington Public Works Authority	\$1,900,000.00	Sewer collection system rehabilitation	ORF-21-0024-CW
Bethany Public Works Authority	\$1,000,000.00	2023 Sanitary Sewer Improvements	ORF-24-0046-CW
Bethany Public Works Authority	\$2,500,000.00	Replace existing water meters with AMRs	ORF-23-0017-CW
Bethany Public Works Authority	\$605,000.00	Replace Lift Station at 25th and Shannon	ORF-23-0015-CW
Bethany Public Works Authority	\$585,000.00	Replace 31st and Peniel Lift Station	ORF-23-0014-CW
Big Cabin Public Works Authority	\$500,000.00	Collection System Improvements SSES	ORF-23-0048-CW
Bixby Public Works Authority	\$200,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-14-0003-CW
Blackwell Municipal Authority	\$3,324,475.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0059-CW
Boise City Public Works Authority	\$6,000,000.00	Sewer Line Replacement	ORF-23-0005-CW
Boynton Public Works Authority	\$1,200,000.00	P & D WWTP Project	ORF-23-0171-CW
Breckinridge Public Works Authority	\$465,300.00	Wastewater Lagoon Improvements - South Cell	ORF-24-0038-CW
Breckinridge Public Works Authority	\$32,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-24-0037-CW

Bristow Municipal Authority	\$79,074.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0030-CW
Bristow Municipal Authority	\$2,000,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0030-CWA
Broken Arrow Municipal Authority	\$3,300,000.00	Innovation District Sanitary Sewer Improvements	ORF-24-0018-CW
Broken Arrow Municipal Authority	\$1,800,000.00	Bentree Lift Station and Force Main	ORF-23-0123-CW
Broken Arrow Municipal Authority	\$1,050,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-16-0005-CW
Broken Arrow Municipal Authority	\$370,606.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-17-0005-CW
Broken Arrow Municipal Authority	\$1,431,570.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-19-0021-CW
Broken Arrow Municipal Authority	\$16,413,091.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0028-CW
Broken Arrow Municipal Authority	\$15,964,210.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0028-CWA
Broken Arrow Municipal Authority	\$18,645,719.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0167-CW
Broken Bow Public Works Authority	\$5,000,000.00	BBPWA Wastewater Plant Expansion	ORF-23-0011-CW
Broken Bow Public Works Authority	\$45,088.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0066-CW
Bromide Public Works Authority	\$550,000.00	Bromide Land Application System	ORF-23-0027-CW
Bryan County RWS & SWMD #2	\$500,000.00	Installation of Automatic Read System	ORF-23-0172-CW
Buffalo Public Works Authority	\$1,200,000.00	Buffalo Wastewater Project	ORF-23-0094-CW
Calera Public Works Authority	\$688,000.00	WWTP Improvements	ORF-22-0007-CW
Calera Public Works Authority	\$60,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0023-CW
Calumet Public Works Authority	\$1,500,000.00	Lagoon rehab	ORF-23-0022-CW
Calvin Public Works Authority	\$150,000.00	Lagoon Riprap	ORF-23-0018-CW
Canadian Public Works Authority	\$199,100.00	Planning and design for sewer system improvements	ORF-21-0004-CW
Cashion Public Works Authority	\$250,000.00	Sewer Line Replacement	ORF-23-0117-CW
Catoosa Public Works Authority	\$480,400.00	System Wide I/I Study	ORF-23-0135-CW
Cement Public Works Authority	\$2,000,000.00	Wastewater System Improvements	ORF-23-0150-CW
Cement Public Works Authority	\$591,500.00	Sewer System Improvements	ORF-23-0131-CW
Central Oklahoma Master Conservancy	\$661,298.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0095-CW
Checotah Public Works Authority	\$1,000,000.00	Sewer Lift Station Rehabilitation	ORF-24-0010-CW
Chelsea Economic Development	\$1,633,750.00	Wastewater Treatment Lagoon System	ORF-22-0004-CW
Chelsea Economic Development	\$185,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0010-CW
Cherokee Development Authority	\$1,000,000.00	Sewer System Improvements	ORF-24-0026-CW
Cherokee Development Authority	\$135,625.00	AMR's	ORF-21-0019-CW
Chickasha Municipal Authority	\$225,000.00	23 & Grand Lift Station / College Station	ORF-23-0093-CW
Chickasha Municipal Authority	\$6,690,000.00	Update stormwater Master Plan and improvements	ORF-17-0012-CW
Chickasha Municipal Authority	\$10,000,000.00	Inflow and infiltration reduction	ORF-23-0045-CW
Choctaw Utilities Authority	\$200,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-15-0007-CW

Cleveland Municipal Authority	\$300,000.00	SSES Study	ORF-23-0060-CW
Cleveland Municipal Authority	\$250,000.00	Wastewater Plant Upgrade	ORF-23-0016-CW
Clinton Public Works Authority	\$3,530,000.00	Sanitary Sewer & Manhole Rehabilitation Project	ORF-23-0041-CW
Coalgate Public Works Authority	\$200,000.00	Sewer Collection Improvements	ORF-23-0029-CW
Collinsville Municipal Authority	\$16,068,600.00	Mechanical Wastewater Plant	ORF-23-0052-CW
Collinsville Municipal Authority	\$3,672,680.00	Broadway Water Line Project and Stormwater lines	ORF-23-0053-CW
Comanche Public Works Authority	\$800,000.00	Cow Creek	ORF-22-0060-CW
Commerce Development Authority	\$580,000.00	AMR Water System	ORF-24-0003-CW
Copan Public Works Authority	\$480,000.00	Sewer System Rehab Ph II	ORF-22-0017-CW
Copan Public Works Authority	\$5,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-19-0005-CW
Corn Public Works Authority Trust	\$1,000,000.00	Replace existing wastewater treatment facility	ORF-18-0003-CW
Covington Utilities Authority	\$876,989.00	2023 Sanitary Sewer Main Replacements	ORF-24-0020-CW
Covington Utilities Authority	\$1,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0147-CW
Coweta Public Works Authority	\$10,781,078.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-19-0002-CW
Coweta Public Works Authority	\$4,502,500.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-19-0002-CWA
Crescent Public Works Authority	\$1,000,000.00	Sewer Collection Improvements	ORF-24-0011-CW
Custer City Public Works Authority	\$1,000,000.00	Sewer Collection Improvements	ORF-24-0012-CW
Davis Municipal Authority	\$14,236,437.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0021-CW
Davis Municipal Authority	\$610,500.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-24-0043-CW
Delaware Public Works Authority	\$350,000.00	Delaware Sanitary Sewer Line Replacement Project	ORF-22-0012-CW
Dewar Public Works Authority	\$200,000.00	Sewer Main Replacements - Planning and Design	ORF-24-0025-CW
Drumright Utility Trust	\$700,000.00	Sewer Line Replacement	ORF-23-0009-CW
Duncan Public Utilities Authority	\$347,945.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-19-0017-CW
Duncan Public Utilities Authority	\$3,795,905.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-20-0020-CWA
Duncan Public Utilities Authority	\$2,324,984.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0072-CW
Duncan Public Utilities Authority	\$4,105,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0166-CW
Duncan Public Utilities Authority	\$4,681,015.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-25-0029-CW
Durant City Utilities Authority	\$1,938,474.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-19-0019-CW
Durant City Utilities Authority	\$12,670,800.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-20-0024-CW
Durant City Utilities Authority	\$22,534,500.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-20-0024-CWA
East Central Oklahoma Water Authority	\$500,000.00	Sewer Lift Station and Collection Improvements	ORF-23-0056-CW
East Central Oklahoma Water Authority	\$111,519.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0016-CW
Edmond Public Works Authority	\$10,000,000.00	Spring Creek Interceptor Improvements	ORF-22-0037-CW
Edmond Public Works Authority	\$15,000,000.00	Chisholm Creek Force Main Replacement	ORF-23-0097-CW

Edmond Public Works Authority	\$300,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0026-CW
EI Reno Municipal Authority	\$1,860,000.00	Stormwater Infrastructure Projects	ORF-24-0001-CW
EI Reno Municipal Authority	\$1,000,000.00	Sewer Collection Improvements	ORF-24-0013-CW
EI Reno Municipal Authority	\$300,000.00	Sewage Lift Station Telemetry System	ORF-24-0048-CW
EI Reno Municipal Authority	\$25,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0096-CW
Elgin Public Works Authority	\$343,959.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-20-0021-CW
Elgin Public Works Authority	\$2,410,527.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-20-0021-CWA
Elk City Public Works Authority	\$160,000.00	Gray Water Reuse	ORF-23-0020-CW
Elk City Public Works Authority	\$150,000.00	Headworks Rehab	ORF-23-0019-CW
Elk City Public Works Authority	\$1,000,000.00	Sanitary Sewer Main Replacements	ORF-24-0022-CW
Elk City Public Works Authority	\$650,000.00	Water Meter replacement Radio Read	ORF-23-0099-CW
Elmore City Public Works Authority	\$10,000,000.00	Wastewater collection and treatment rehabilitation	ORF-23-0061-CW
Eufaula Public Works Authority	\$8,200,000.00	Eufaula Sewer System Improvements	ORF-23-0065-CW
Eufaula Public Works Authority	\$1,337,934.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0016-CW
Fairmont Public Works Authority	\$206,500.00	P & D lagoon and stormwater issues	ORF-22-0019-CW
Fletcher Public Works Authority	\$350,000.00	Irr system and dikes	ORF-23-0086-CW
Fort Cobb Public Works Authority	\$223,622.00	AMI Smart Meter Installation	ORF-23-0161-CW
Fort Supply Public Works Authority	\$2,424,550.00	Sewer Project	ORF-23-0119-CW
Foyl Economic Development Authority	\$500,000.00	FEDA West Lagoon	ORF-23-0140-CW
Geronimo Public Works Authority	\$30,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0122-CW
Glencoe Public Works Authority	\$610,000.00	WWTS to Wellington Addition	ORF-21-0013-CW
Glenpool Public Works Authority	\$15,000,000.00	Glenpool Sewer Plant Replacement	ORF-23-0055-CW
Grand River Dam Authority	\$1,110.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0009-CW
Grandfield Public Works Authority	\$800,000.00	Waste Water Treatment Plant Improvements	ORF-24-0029-CW
Grove Municipal Services Authority	\$4,552,521.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0027-CW
Guthrie Public Works Authority	\$36,758,750.00	Wastewater Collection System Improvements	ORF-23-0034-CW
Guthrie Public Works Authority	\$741,292.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-17-0007-CWB
Guymon Utilities Authority	\$2,092,824.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0035-CW
Haileyville Public Works Authority	\$298,000.00	Wastewater System Improvements	ORF-23-0098-CW
Hardesty Municipal Authority	\$150,000.00	Planning & Design Lagoon and Sewer System	ORF-23-0162-CW
Healdton Municipal Authority	\$55,759.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0026-CW
Hennessey Utilities Authority	\$3,500,000.00	Wastewater Collection System Improvements	ORF-23-0088-CW
Henryetta Municipal Authority	\$3,031,000.00	Wastewater Collection System and Wastewater Treatm	ORF-23-0057-CW
Hinton Public Works Authority	\$289,284.00	P & D for WW collection system improvements	ORF-22-0025-CW

Hinton Public Works Authority	\$2,454,652.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0029-CW
Holdenville Public Works Authority	\$1,000,000.00	Holdenville Sewer System Improvements Project	ORF-24-0016-CW
Hollis Public Works Authority	\$999,765.00	2023 Sanitary Sewer Replacements	ORF-24-0021-CW
Hominy Public Works Authority	\$108,000.00	Hominy Flood Study	ORF-22-0076-CW
Hominy Public Works Authority	\$500,000.00	Stormwater Mitigation	ORF-24-0030-CW
Hugo Municipal Authority	\$370,190.00	Sewer Line Rehab	ORF-23-0035-CW
Hugo Municipal Authority	\$224,277.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0071-CW
Hulbert Public Works Authority	\$220,000.00	Rehab Lift Station	ORF25-0007-CW
Hydro Development Authority	\$1,500,000.00	wastewater total retention	ORF-23-0149-CW
Idabel Public Works Authority	\$838,200.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0069-CW
Inola Public Works Authority	\$96,996.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-20-0014-CW
Inola Public Works Authority	\$75,847.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0152-CW
Jay Utilities Authority	\$1,000,000.00	Wastewater Treatment Plant Improvements	ORF-23-0073-CW
Jay Utilities Authority	\$795,926.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0173-CW
Jay Utilities Authority	\$475,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-24-0054-CW
Jenks Public Works Authority	\$8,000,000.00	106th Street/Elm Street Lift Station and Force Main	ORF-23-0124-CW
Jenks Public Works Authority	\$6,000,000.00	Victoria Pond Lift Station and Force Main Expansion	ORF-23-0128-CW
Jennings Public Works Authority	\$116,174.00	P & D lagoon rehab	ORF-22-0023-CW
Jet Utilities Authority	\$450,000.00	AMR Meter Replacement	ORF-23-0138-CW
Jones Public Works Authority	\$71,800.00	P&D System Improvements	ORF-19-0006-CW
Jones Public Works Authority	\$161,550.00	Evaluation and Design for the Town of Jones Drainage	ORF-22-0068-CW
Jones Public Works Authority	\$1,054,500.00	Ph II Const	ORF-23-0001-CW
Kingfisher Public Works Authority	\$1,074,144.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-20-0022-CW
Krebs Utility Authority	\$300,000.00	Automatic Meter Readers (AMR)	ORF-23-0037-CW
Kremlin Public Works Authority	\$120,000.00	Revitalization of Lift Stations	ORF-24-0056-CW
Langley Public Works Authority	\$199,930.00	I & I Correction	ORF-22-0003-CW
Langley Public Works Authority	\$12,500.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0009-CW
Lawton Water Authority	\$1,219,898.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0008-CW
Lawton Water Authority	\$57,706,429.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0008-CWA
Lawton Water Authority	\$28,400,467.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-24-0050-CW
Lawton Water Authority	\$2,900,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0008-CWA
Lehigh Development Authority	\$600,000.00	Sewer Lift Station and Collection Improvements	ORF-23-0110-CW
Lenapah Public Works Authority	\$50,000.00	Lenapah Lift Station and Lagoons Improvements	ORF-22-0011-CW
Lindsay Public Works Authority	\$909,784.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0065-CW

Locust Grove Public Works Authority	\$200,000.00	P & D Flood Study South	ORF-24-0036-CW
Locust Grove Public Works Authority	\$5,126,000.00	Collection system I/I mitigation	ORF-24-0033-CW
Locust Grove Public Works Authority	\$6,424,000.00	Parallel Interceptor Line Construct	ORF-24-0034-CW
Locust Grove Public Works Authority	\$6,295,000.00	Interceptor Replacement	ORF-24-0035-CW
Locust Grove Public Works Authority	\$200,000.00	P&D Flood Study West	ORF-25-0003-CW
Locust Grove Public Works Authority	\$10,000,000.00	Ph 2 Master Drain Construct	ORF-25-0002-CW
Lone Grove Water & Sewer Trust	\$4,000,000.00	WW Phase II	ORF-25-0005-CW
Lone Wolf Public Works Authority	\$1,000,000.00	Sewer System Improvements	ORF-24-0027-CW
Luther Public Works Authority	\$500,000.00	Sewer System Improvements	ORF-24-0028-CW
Mangum Utility Authority	\$877,338.00	Water Meter replacement	ORF-24-0047-CW
Mannford Public Works Authority	\$1,000,000.00	P&D Satellite System Connection Project	ORF-24-0049-CW
Mannford Public Works Authority	\$1,000,000.00	Lake Country Sewer Improvements	ORF-23-0141-CW
Marble City Public Works Authority	\$1,500,000.00	Wastewater System Improvements	ORF-22-0069-CW
Marietta Municipal Authority	\$222,966.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0078-CW
Maud Municipal Authority	\$743,090.00	P & D Wastewater Treatment Improvements	ORF-23-0070-CW
Maysville Municipal Authority	\$500,000.00	Wastewater System Improvements	ORF-23-0038-CW
McAlester Public Works Authority	\$993,600.00	Wastewater Collection System Improvements	ORF-23-0025-CW
McAlester Public Works Authority	\$7,110,686.00	East Wastewater Treatment Plant Improvements	ORF-23-0042-CW
McAlester Public Works Authority	\$7,007,118.00	West Wastewater Treatment Plant Improvements	ORF-23-0043-CW
McAlester Public Works Authority	\$26,916,450.00	McAlester Stormwater Improvements	ORF-23-0049-CW
Medicine Park Public Works Authority	\$500,000.00	Lagoon rehab	ORF-23-0102-CW
Meeker Public Works Authority	\$1,504,271.00	Sanitary Sewer collection	ORF-23-0004-CW
Meeker Public Works Authority	\$500,000.00	Wastewater Collection System Improvements	ORF-23-0044-CW
Meno Public Works Authority	\$1,000,000.00	P&D Wastewater line upgrade and lift station	ORF-24-0006-CW
Miami Special Utilities Authority	\$1,897,156.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-14-0011-CW
Midwest City Municipal Authority	\$2,000,000.00	Midwest City Master Planning Project	ORF-24-0031-CW
Midwest City Municipal Authority	\$6,100,000.00	Northside Utilities Improvement Project	ORF-24-0032-CW
Mill Creek Public Works Authority	\$60,000.00	Sewer Lagoon E.coli Mitigation Project	ORF-23-0144-CW
Minco Municipal Authority	\$1,000,000.00	Sewer System Improvements	ORF-24-0009-CW
Minco Municipal Authority	\$241,880.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0091-CW
Morris Public Works Authority	\$500,000.00	P&D for Sewer Lagoons	ORF-24-0041-CW
Mounds Public Works Authority	\$200,000.00	Public Works Sewer Lines Rehabilitation	ORF-23-0087-CW
Mountain View Public Works Authority	\$1,000,000.00	Sewer System Improvements - Lagoons / Sewer Line	ORF-24-0039-CW
Muskogee Municipal Authority	\$2,167,440.00	Wastewater treatment plant Phase 2	ORF-23-0050-CW



Muskogee Municipal Authority	\$1,080,000.00	Sludge Dewatering System	ORF-23-0051-CW
Muskogee Municipal Authority	\$4,125,827.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-17-0019-CW
Mustang Improvement Authority	\$3,000,000.00	Replace Lift Station #1	ORF-23-0024-CW
Mustang Improvement Authority	\$750,000.00	Belt Filter Press	ORF-23-0031-CW
Mustang Improvement Authority	\$3,000,000.00	Sewer Pipe and Manhole Bursting	ORF-23-0036-CW
New Cordell Utilities Authority	\$1,600,000.00	Wastewater treatment plant and lagoons	ORF-23-0008-CW
Newcastle Public Works Authority	\$38,952,031.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-20-0002-CW
Newcastle Public Works Authority	\$1,103,931.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-24-0053-CW
Newkirk Municipal Authority	\$31,287.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0015-CW
Newkirk Municipal Authority	\$1,968,650.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-24-0040-CW
Nicoma Park Development Authority	\$601,500.00	Wastewater Treatment Plant	ORF-23-0040-CW
Norman Utilities Authority	\$14,812,500.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0062-CW
Norman Utilities Authority	\$751,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-24-0044-CW
Norman Utilities Authority	\$5,000,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-24-0057-CW
Nowata Municipal Authority	\$950,000.00	Automated Meter Infrastructure (AMI) System	ORF-23-0127-CW
Okarche Public Works Authority	\$118,000.00	Okarche Sanitary Sewer Evaluation Survey	ORF-23-0158-CW
Oklahoma City Water Utilities Trust	\$1,883,529.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-17-0017-CW
Oklahoma City Water Utilities Trust	\$1,100,626.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-20-0016-CW
Oklahoma City Water Utilities Trust	\$2,460,577.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-20-0023-CW
Oklahoma City Water Utilities Trust	\$100,000,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0008-CW
Oklahoma City Water Utilities Trust	\$51,878,302.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0034-CW
Oklahoma City Water Utilities Trust	\$53,463,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0002-CW
Oklahoma City Water Utilities Trust	\$370,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-24-0055-CW
Oklahoma City Water Utilities Trust	\$553,478.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0008-CW
Oklahoma City Water Utilities Trust	\$475,500.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0002-CW
Oklahoma City Water Utilities Trust	\$850,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0002-CW
Oklahoma Conservation Commission	\$300,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-24-0014-CW
Okmulgee Municipal Authority	\$2,300,000.00	East Side Flood Equalization Basin	ORF-23-0012-CW
Oologah Municipal Authority	\$500,000.00	WASTE WATER TREATMENT PLANT	ORF-23-0107-CW
Orlando Public Works Authority	\$411,700.00	Phase II sewer line replacement	ORF-22-0005-CW
Panama Public Works Authority	\$272,450.00	Sewer System Improvements	ORF-23-0105-CW
Pauls Valley Municipal Authority	\$709,005.00	Wastewater Collection System Rehabilitation	ORF-23-0063-CW
Pauls Valley Municipal Authority	\$204,550.00	Pauls Valley Dam and Spillway renovation	ORF-23-0168-CW
Pawhuska Public Works Authority	\$450,000.00	Pawhuska AMI System	ORF-23-0062-CW

Pawhuska Public Works Authority	\$10,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-20-0025-CW
Pawhuska Public Works Authority	\$37,988.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-24-0045-CW
Pawnee Public Works Authority	\$940,626.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-24-0007-CW
Perkins Public Works Authority	\$400,000.00	P & D WWTS Improvements	ORF-22-0031-CW
Perkins Public Works Authority	\$600,000.00	Sewer Line Rehab	ORF-23-0033-CW
Perry Municipal Authority	\$1,000,000.00	New Sanitary Sewer Collection System	ORF-24-0023-CW
Pittsburg Public Works Authority	\$212,560.00	Sewer Collection Rehabilitation	ORF-23-0165-CW
Ponca City Utilities Authority	\$3,500,000.00	Ponca City Bois D'Arc Wastewater Interceptor Rehab	ORF-23-0076-CW
Porter Public Works Authority	\$150,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-22-0018-CW
Poteau Public Works Authority	\$10,000,000.00	City of Poteau East Interceptor Sanitary Sewer	ORF-23-0130-CW
Pryor Municipal Utility Board	\$2,000,000.00	9th Street Lift Station Improvements	ORF-23-0151-CW
Quinton Public Works Authority	\$57,700.00	AMR & Wastewater system improvements	ORF-20-0006-CW
Red Oak Public Works Authority	\$750,000.00	Sewer System Improvements	ORF-23-0137-CW
Roff Public Works Authority	\$100,000.00	Lift Station Planning & Design	ORF-21-0021-CW
Roland Utility Authority	\$135,190.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-20-0019-CW
Salina Public Works Authority	\$750,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0085-CW
Sapulpa Municipal Authority	\$3,194,040.00	West Side Sanitary Sewer Improvements	ORF-23-0021-CW
Sapulpa Municipal Authority	\$3,291,928.00	Downtown Sewer Main Replacement	ORF-23-0026-CW
Sapulpa Municipal Authority	\$2,452,065.00	Hobson St. Interceptor Capacity Enhancement and AI	ORF-23-0047-CW
Sapulpa Municipal Authority	\$1,964,277.00	Const of basins #2 and #4 line replace & reroute	ORF-23-0078-CW
Sapulpa Municipal Authority	\$1,700,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-18-0020-CW
Sayre Public Works Authority	\$805,000.00	AMR Project	ORF-24-0019-CW
Seiling Public Works Authority	\$450,000.00	Seiling Business Park	ORF-23-0084-CW
Shawnee Municipal Authority	\$1,100,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-19-0020-CW
Shawnee Municipal Authority	\$45,000,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-20-0018-CWB
Shawnee Municipal Authority	\$1,477,500.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-20-0018-CWA
Shidler Public Works Authority	\$2,400,000.00	Shidler WWTP Improvements	ORF-23-0074-CW
Snyder Public Works Authority	\$999,998.00	Repair/Replace Lift Stations	ORF-23-0132-CW
Soper Public Works Authority	\$15,450.00	Planning & Design Lift station replacement	ORF-19-0011-CW
South Coffeyville Public Works Authority	\$603,200.00	Sewer System Rehab	ORF-22-0036-CW
Spencer Utilities Authority	\$250,000.00	Liberty Lift Station	ORF-23-0154-CW
Spencer Utilities Authority	\$100,000.00	Blower System Improvements	ORF-23-0155-CW
Spencer Utilities Authority	\$300,000.00	RAS System Improvement	ORF-23-0156-CW

Spencer Utilities Authority	\$375,000.00	Emergency Sewer & Waterline Repair	ORF-23-0157-CW
Spencer Utilities Authority	\$100,000.00	CL2 and SO2 Improvements	ORF-23-0153-CW
Sperry Utility Service Authority	\$229,687.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0077-CW
Stigler Municipal Improvements Authority	\$310,891.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0064-CW
Stillwater Utilities Authority	\$1,800,000.00	Redbud Sewer Replacement Project	ORF-23-0081-CW
Stillwater Utilities Authority	\$2,200,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0025-CW
Stonewall Public Works Authority	\$800,000.00	Wastewater Collection System Replacement	ORF-23-0082-CW
Stonewall Public Works Authority	\$1,000,000.00	Wastewater Collection System Replacement	ORF-24-0017-CW
Stroud Utilities Authority	\$235,000.00	Ford Heights	ORF-23-0092-CW
Sulphur Municipal Authority	\$350,400.00	WW Treatment Plant upgrades	ORF-23-0120-CW
Tahlequah Public Works Authority	\$1,510,842.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-19-0014-CW
Tanaha Utilities Authority	\$120,000.00	P & D I/I and manhole rehab	ORF-22-0024-CW
Tanaha Utilities Authority	\$7,000,000.00	Wastewater collection system improvements	ORF-23-0002-CW
The Grove Municipal Services	\$1,000,000.00	Install a Screw Press and Lime Stabilization	ORF-24-0058-CW
The Thomas Public Works Authority	\$200,000.00	Sewer Main Replacement HWY 47	ORF-25-0004-CW
Tishomingo Municipal Authority	\$10,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0101-CW
Tishomingo Municipal Authority	\$1,000,000.00	I&I Manhole & Line Repair/Replace	ORF-24-0052-CW
Town of Braman	\$28,000.00	Purchase Lagoon Aerators	ORF-24-0042-CW
Town of Devol	\$100,000.00	Replace manholes	ORF-23-0125-CW
Town of Marshall	\$200,000.00	Lift Station Improvements	ORF-23-0163-CW
Town of Martha	\$5,000.00	Waste water lift station repair /upgrade	ORF-23-0133-CW
Tulsa Metropolitan Utility Authority	\$22,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-09-0001-CW
Tulsa Metropolitan Utility Authority	\$77,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-12-0003-CW
Tulsa Metropolitan Utility Authority	\$57,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-13-0006-CW
Tulsa Metropolitan Utility Authority	\$485,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-16-0001-CW
Tulsa Metropolitan Utility Authority	\$158,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-17-0001-CW
Tulsa Metropolitan Utility Authority	\$635,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-18-0001-CW
Tulsa Metropolitan Utility Authority	\$4,000,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-19-0001-CW
Tuttle Public Works Authority	\$750,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-21-0031-CW
Union City Municipal Authority	\$415,000.00	MANHOLE REPAIR	ORF-23-0142-CW
Verden Public Works Authority	\$18,000.00	Replace Valves	ORF-23-0089-CW
Verden Public Works Authority	\$200,000.00	Wastewater repair	ORF-23-0090-CW
Wagoner County RWSG & SWMD #4	\$4,500,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-20-0008-CWA

Wagoner Public Works Authority	\$1,000,000.00	Wastewater Treatment Improvements	ORF-23-0115-CW
Wakita Utilities Authority	\$125,000.00	Force Main Replacement	ORF-23-0143-CW
Warner Utilities Authority	\$20,000.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-24-0051-CW
Warr Acres Public Works Authority	\$10,000,300.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-23-0164-CW
Waukomis Public Works Authority	\$103,750.00	Wastewater Treatment Projects, Improvement, and Upgrades	ORF-24-0024-CW
Wayne Public Works Authority	\$52,500.00	P&D for lift station rehab/replacement	ORF-23-0054-CW
Waynoka Utilities Authority	\$1,200,000.00	Wastewater Treatment Plant Improvements	ORF-23-0136-CW
Weatherford Public Works Authority	\$1,500,000.00	City of Weatherford wastewater treatment plant	ORF-23-0118-CW
Wellston Public Works Authority	\$1,000,000.00	Multiple Sewer Projects	ORF-23-0106-CW
Wetumka Municipal Authority	\$36,130.00	AMRs	ORF-22-0030-CW
Wetumka Municipal Authority	\$1,000,000.00	Wastewater Lagoon Improvements	ORF-23-0108-CW
Wetumka Municipal Authority	\$200,000.00	WTP Backwash Lagoon Improvements	ORF-23-0109-CW
Wewoka Public Works Authority	\$85,000.00	Dam shoreline & stabilization eng study	ORF-22-0034-CW
Wewoka Public Works Authority	\$346,560.00	P & D Sewer Collection Rehabilitation	ORF-23-0072-CW
Wilburton Public Works Authority	\$260,200.00	Sewer System Improvements	ORF-23-0126-CW
Willow Municipal Authority	\$200,000.00	Wastewater System Maintenance	ORF-23-0148-CW
Wynnewood Utilities Authority	\$600,000.00	Planning and Design	ORF-25-0006-CW
Yukon Municipal Authority	\$7,000,000.00	City of Yukon Wastewater Treatment Plant	ORF-23-0146-CW

\$1,131,656,867.00

**A RESOLUTION  
EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF LOANS  
FOR DRINKING WATER SRF PROJECTS**

WHEREAS, the Oklahoma Water Resources Board (the "Board") is an instrumentality of the State of Oklahoma; and

WHEREAS, Article X, Section 39 of the Oklahoma Constitution authorizes a program for financial assistance to public entities for water resource and sewage treatment purposes as authorized by the Legislature; and

WHEREAS, the Board has been authorized by the Legislature in 82 O.S. 2021, Sections 1085.71 through 1085.84A as amended (the "State Drinking Water SRF Act") to sell and issue its obligations to provide necessary funds for the Drinking Water Treatment Revolving Loan Account (the "DWSRF Account") in order to provide financial assistance to eligible entities for financing drinking water treatment projects all in accordance with the provisions of the State Drinking Water SRF Act; and

WHEREAS, the Board expects prior to the issuance of Drinking Water State Revolving Fund revenue bonds (the "Obligations") to finance from available revenues, other than bond proceeds, one or more loans attached hereto as Exhibit A ("Loans") in connection with the design, planning, acquisition and construction of drinking water projects (the "Drinking Water Projects"); and

WHEREAS, the Board finds, considers, and declares that the reimbursement of the Board for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Board and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues Obligations to fund the Loans used to finance the Drinking Water Projects.

**NOW, THEREFORE, BE IT RESOLVED BY THE OKLAHOMA WATER RESOURCES BOARD:**

1. The Board reasonably expects to incur Obligations, as one or more series, with an aggregate maximum principal amount estimated not to exceed \$2,114,880,234.00 for the purpose of funding the Loans the proceeds of which shall be used for the purpose of paying the costs of Drinking Water Projects.

2. All costs to be reimbursed pursuant hereto will be used to fund the Loans for the Drinking Water Projects in amounts currently estimated to be equal to the amounts set forth in Exhibit A. No tax-exempt obligations will be issued by the Board in furtherance of this Resolution after a date which is later than 18 months after the date the Loans are made.

**Resolution Reimbursing Loan Costs – Drinking Water State Revolving Fund**

**Page 2**

3. No proceeds of obligations will be used pursuant hereto to reimburse costs previously paid with the proceeds of other obligations issued by the Board or any related entity.

ADOPTED and APPROVED this 18<sup>th</sup> day of June 2024.

OKLAHOMA WATER RESOURCES BOARD

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Jennifer Castillo, Chairman

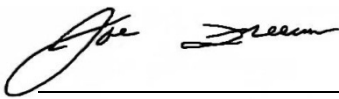
ATTEST:

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Suzanne Landess, Secretary

(SEAL)

Reviewed By:



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Joe Freeman, Chief  
Financial Assistance Division

**EXHIBIT A**

**DRINKING WATER STATE REVOLVING FUND PROJECT REIMBURSEMENT LIST**

<b>System</b>	<b>Amount</b>	<b>Project Description</b>	
Afton PWA	\$ 1,000,000.00	Rehabilitation of the water treatment plant, residuals lagoons, and raw water intake structure to bring it into compliance.	
Alex MA	\$ 150,000.00	Upgrade the filtration system electrical components as well as upgrading all of the filter	
Altus MA (IV)	\$ 20,000,000.00	Replacement of 36 miles of water main lines that are over 100 years old.	
Altus MA (IV)	\$ 20,000,000.00	Added new project to PPL. Description: Replacement of 36 miles of water main lines that are over 100 years old. Added 8/11/2022.	
Altus MA (V)	\$ 810,000.00	Construct a potable water blending station and related improvements to blend groundwater and treated surface water.	
Altus MA (V)	\$ 810,000.00	Added new project to PPL. Description: Construct a potable water blending station and related improvements to blend groundwater and treated surface water. Added 8/11/2022.	ORF-15-0005-DW
Altus Municipal Authority	\$1,000.00	Water Treatment Improvements and Upgrades	
Altus Municipal Authority	\$2,130,427.00	Water Treatment Improvements and Upgrades	ORF-23-0018-DW
Altus Municipal Authority	\$4,349,655.00	Water Treatment Improvements and Upgrades	ORF-23-0018-DW
Alva UA (II)	\$ 1,500,000.00	Changed amount from \$1,500,000 to \$1,700,000 per L2. Description: Replace existing water meters with remote read meters. Revised 11/10/2022.	
Alva UA (II)	\$ 1,700,000.00	Deleted project from PPL per B.C. Description: Replace existing water meters with remote read meters. Removed 11/29/2022.	
Alva Utility Authority	\$535,514.00	Water Treatment Improvements and Upgrades	ORF-23-0046-DW
Anadarko PWA (III)	\$ 2,600,000.00	Install a new baffled clearwell with new Cl2 feed system and distribution pumping.	
Anadarko PWA (IV)	\$ 1,500,000.00	Build a new water tower, add fencing, and a generator.	
Arnett PFA	\$ 120,000.00	Replacement of aging 2 inch cast iron water mains and associated services.	
Arnett Public Facilities Authority	\$910,578.00	Water Treatment Improvements and Upgrades	ORF-22-0031-DW
Barnsdall PWA	\$ 1,100,000.00	Upgrades to the water treatment plant which will include a new clarifier, controls upgrade and the addition of aeration at the plant clearwell and distribution storage.	
Beckham Co. RWD #2	\$ 850,000.00	Construction to supply water to the community of Delhi, Oklahoma which has high nitrate	
Beggs PWA	\$ 100,000.00	Improvements to reduce Disinfection By-Products (DBPs).	

Bernice Public Works Authority	\$832,647.00	Water Treatment Improvements and Upgrades
Bernice Public Works Authority	\$1,250,000.00	Water Treatment Improvements and Upgrades
Bernice PWA	\$3,500,000.00	Install approximately 6-7 mile interconnection to the Ketchum PWA water system.
Bernice PWA	\$3,500,000.00	Added new project to PPL. Description: Install approximately 6-7 mile interconnection to the Ketchum PWA water system. Added 8/11/2022.
Blackwell MA	\$1,600,000.00	Rehabilitate the lime slakers and carbon dioxide feed systems at the water treatment plant.
Blackwell MA	\$1,575,000.00	Changed amount from \$1,575,000 to \$1,600,000. Updated project scope/description from "Construct a new clearwell or clearwells" to "Rehabilitate the lime slakers and carbon dioxide feed systems at the water treatment plant". Revised 4/20/2023.
Blackwell MA	\$1,575,000.00	Added new project to PPL. Description: Construct a new clearwell or clearwells. Added
Boynton PWA	\$1,300,000.00	Replacement of a water tank in poor condition with a new larger water tank. Mixing, aeration and air draft system will be installed into tank to address disinfection byproducts.
Boynton PWA	\$1,300,000.00	Added new project to PL. Description: Replacement of a water tank in poor condition with a new larger water tank. Mixing, aeration and air draft system will be installed into tank to address disinfection byproducts. Added 1/11/2023.
Breckinridge PWA	\$992,308.00	Installing a waterline to secure clean water from Garber, OK.
Breckinridge PWA	\$470,000.00	Changed amount from \$470,000 to \$992,308.50 per email. Description: Installing a waterline to secure clean water from Garber, OK. Revised 10/27/2022.
Breckinridge PWA	\$470,000.00	Added new project to PPL. Description: Installing a waterline to secure clean water from Garber, OK. Added 8/11/2022.
Bridgeport PWA	\$450,000.00	Install a liner in the water tower.
Bridgeport PWA	\$450,000.00	Added new project to PPL. Description: Install a liner in the water tower. Added
Broken Arrow MA (IV)	\$945,000.00	Removed project from PPL per email. Description: Planning and Design for the Engineering Water System Evaluation of the entire system. Removed 4/6/2023.
Bryan Co. RWS and SWMD #2 (VI)	\$3,100,000.00	Construct a 350,000-gallon spiracone clarifier and 6 additional 12' filters, and construct a 105 foot, 500,000-gallon elevated tank.
Bryan Co. RWS and SWMD #2 (VIII)	\$1,500,000.00	Construct a 105 foot, 500,000-gallon elevated storage tank.
Buffalo PWA	\$12,000,000.00	Changed amount from \$12,000,000 to \$10,573,680. Replace 10 miles of water line from the source wells to the town of Buffalo. Revised 8/9/2022.



Buffalo PWA	\$ 10,573,680.00	Changed amount from \$10,573,680 to \$300,000, and changed description from "Replace 10 miles of water line from the source wells to the town of Buffalo" to "Replacing and installing fifteen shut off valves along ten miles of water transmission lines". Revised 10/27/2022.	ORF-19-0013-DW
Buffalo PWA	\$ 300,000.00	Changed amount from \$300,000 to \$314,450 per letter 11/18/22. Description: Replacing and installing fifteen shut off valves along ten miles of water transmission lines. Revised	
Buffalo PWA	\$ 12,000,000.00	Added new project to PPL. Description: Replace 10 miles of water line from the source wells to the town of Buffalo. Added 8/10/2022.	
Buffalo PWA	\$ 314,450.00	Removed project from PPL per B.C. Description: Replacing and installing fifteen shut off valves along ten miles of water transmission lines. Removed 2/14/2023.	
Calera Public Works Authority	\$295,000.00	Water Treatment Improvements and Upgrades	ORF-19-0013-DW
Calera Public Works Authority	\$407,959.00	Water Treatment Improvements and Upgrades	ORF-19-0013-DW
Canadian Co. RWD #1	\$ 2,000,000.00	Construct one new Ion Exchange nitrate reduction water treatment plant, two new distribution standpipes, and install eight new well pumps.	
Canadian Co. RWD #4	\$ 3,500,000.00	Construction of water mains, booster stations, well improvements, and water rights	
Carmen PWA	\$ 803,740.00	Construction of a new water well.	
Carmen PWA	\$ 803,740.00	Added new project to PPL. Description: Construction of a new water well. Added	
Carnegie PWA	\$ 219,175.00	Changed amount from \$219,175 to \$249,999 per L2. Description: Installing electronic water meters over the entire town. Revised 11/10/2022.	
Carnegie PWA	\$ 249,999.00	Deleted project from PPL per B.C. Description: Installing electronic water meters over the entire town. Removed 11/29/2022.	
Checotah Public Works Authority	\$ 1,000.00	Water Treatment Improvements and Upgrades	ORF-23-0055-DW
Checotah Public Works Authority	\$103,305.00	Water Treatment Improvements and Upgrades	ORF-23-0055-DW
Checotah PWA (II)	\$ 2,490,000.00	Rehabilitation of an existing 1 million gallon clearwell, and the addition of a new 500,000 gallon clearwell at the water treatment plant.	

Chicotah PWA (II)	\$ 1,200,000.00	Changed amount from \$1,200,000 to \$2,490,000, and description from "Water treatment plant improvements to reduce disinfection by-products" to "Rehabilitation of an existing 1 million gallon clearwell and the addition of a new 500,000 gallon clearwell at the water treatment plant". Revised 10/21/2022.	
Chicotah PWA (III)	\$ 1,445,000.00	Deleted project from PPL per B.C. Description: Replace a main water line within the City. Removed 1/10/2023.	
Chelsea Economic DA	\$ 1,100,000.00	Construction of a new welded steel tank clearwell for storage which is needed for redundancy as well as for potable water availability in the event of power failure or high Added new project to PPL. Description: Construction of a new welded steel tank	
Chelsea Economic DA	\$ 1,100,000.00	clearwell for storage which is needed for redundancy as well as for potable water availability in the event of power failure or high fire demands. Added 8/11/2022.	
Cherokee Co. RWD #11 (II)	\$ 2,000,000.00	Expansion of the water treatment plant on the existing site.	
Cherokee Co. RWD #11 (II)	\$ 2,280,000.00	Received revised letter to change amount from \$2M to \$2,280,000.00 on 4/28/2023. Change on final PPL!	
Cherokee Co. RWD #11 (II)	\$ 2,000,000.00	Expansion of the water treatment plant on the existing site. Revise amount from \$2,000,000 to \$1,900,000. Letter dated June 9, 2022. <b>LEFT AT \$2M after call.</b>	
Cherokee Co. RWD #13	\$ 2,750,000.00	Water Treatment Plant Improvements.	
Cherokee Co. RWD #13	\$ 2,750,000.00	Added new project to PPL. Description: Water Treatment Plant Improvements. Added 12/9/2022.	ORF-22-0024-DW
Cherokee County Rural Water District #11	\$753,741.00	Water Treatment Improvements and Upgrades	
Cherokee County Rural Water District #11	\$2,562,909.00	Water Treatment Improvements and Upgrades	ORF-22-0024-DW
Cherokee DA (III)	\$ 2,000,000.00	Water main replacements.	
Cherokee DA (III)	\$ 2,000,000.00	Added new project to PPL. Description: Water main replacements. Added 10/20/2022.	
Cheyenne Utility Authority	\$689,005.00	Water Treatment Improvements and Upgrades	ORF-24-0002-DW
Chickasha MA	\$ 35,000,000.00	Construction of a new water treatment plant.	
Cleo Springs PWA	\$ 1,175,000.00	Replace waterlines and valves.	
Cleo Springs PWA	\$ 1,175,000.00	Added new project to PPL. Description: Replace waterlines and valves. Added	

Cleveland Co. RWD #1	\$ 9,543,550.00	Extend the water system to other areas of southern Cleveland County to reach several small Public Water Systems serving several small Public Water Systems which have issues with Lead, Arsenic, and Uranium. Also, increasing capacity in the system, and Added new project to PPL. Description: Extend the water system to other areas of southern Cleveland County to reach several small Public Water Systems serving several small Public Water Systems which have issues with Lead, Arsenic, and Uranium. Also, increasing capacity in the system, and create alternative routes to supply water to rural customers. Added 8/11/2022.
Cleveland Co. RWD #1	\$ 9,543,550.00	Extend the water system to other areas of southern Cleveland County to reach several small Public Water Systems serving several small Public Water Systems which have issues with Lead, Arsenic, and Uranium. Also, increasing capacity in the system, and create alternative routes to supply water to rural customers. Added 8/11/2022.
Cleveland MA	\$ 100,000.00	Installation of an aeration system and mixing system in the primary elevated water storage tanks and automated flushing hydrants.
Clinton PWA (II)	\$ 15,000,000.00	Construction of a water pipeline between the cities of Clinton and Weatherford.
Comanche Co. RWD #2 (III)	\$ 2,600,000.00	Added new project to PPL. Description: Relocation of an existing pump station, and the replacement of approximately 28,340 feet of existing water line. Added 8/11/2022.
Comanche Co. RWD #2 (III)	\$ 2,600,000.00	Deleted project from PPL per B.C. Description: Relocation of an existing pump station, and the replacement of approximately 28,340 feet of existing water line. Removed
Comanche County Rural Water District #2	\$ 629,137.00	Water Treatment Improvements and Upgrades
Comanche PWA (III)	\$ 488,100.00	Raw water line replacement of the 6 inch transmission line from the Comanche Lake Pump Station to the Water Treatment Plant.
Comanche PWA (III)	\$ 602,550.00	Changed amount from \$602,550 to \$488,100. Removed "Repair and refurbish two (2) towers" since they are being funded by ARPA; Left the remaining descriptor: Raw water line replacement of the 6 inch transmission line from the Comanche Lake Pump Station to
Comanche PWA (III)	\$ 602,550.00	Added new project to PPL. Description: Repair and refurbish two (2) towers; Raw water line replacement of the 6 inch transmission line from the Comanche Lake Pump Station to the Water Treatment Plant. Added 8/2/2022.
Commerce DA	\$ 915,500.00	Replacing water lines under several streets within the City.
Commerce DA	\$ 915,500.00	Added new project to the PPL. Description: Replacing water lines under several streets within the City. Added 11/18/2022.
Creek Co. RWD #2	\$ 5,695,081.00	Changed amount from \$5,695,081.40 to \$10,691,000.00 per request letter. Updated description from: "Construction of four (4) miles of 12" water line, a water tower and a pump station, and .5 mile of 10" water line replacement" to "Construct a 750,000 gallon elevated water storage tank; Duplex booster pump station with backup generator; 17,200 L.F. of 12" transmission waterline; 22,000 L.F. of 12" distribution waterline; 2,400 L.F. of

ORF-23-00115-DW

Creek Co. RWD #2	\$ 10,691,000.00	Changed amount from \$10,691,000 to \$15,000,000 per L2. Description: Construct a 750,000 gallon elevated water storage tank; Duplex booster pump station with backup generator; 17,200 L.F. of 12" transmission waterline; 22,000 L.F. of 12" distribution waterline; 2,400 L.F. of Deleted project from PPL per B.C. Description: Construct a 750,000 gallon elevated water storage tank; Duplex booster pump station with backup generator; 17,200 L.F. of 12" transmission waterline; 22,000 L.F. of 12" distribution waterline; 2,400 L.F. of 10" distribution waterline; and 10 leak detection flow meters. Removed 2/14/2023.	ORF-19-0015-DW
Creek County Rural Water District #2	\$6,177,324.00	Water Treatment Improvements and Upgrades	
Custer City PWA	\$ 760,000.00	Changed amount from \$760,000 to \$800,000 per L2. Description: Replacement of approximately 10,950 linear feet of failing water main east of the Town. Revised	
Custer City PWA	\$ 800,000.00	Deleted project from PPL per B.C. Description: Replacement of approximately 10,950 linear feet of failing water main east of the Town. Removed 11/29/2022.	
Davenport UA	\$ 379,400.00	Replace a pressure reducing valve and construct a Rechloramination and Nitrification	
Davenport UA	\$ 379,400.00	Added new project to PPL. Description: Replace a pressure reducing valve and construct a Rechloramination and Nitrification Control station. Added 8/11/2022.	
Devol PWA	\$ 100,000.00	Water treatment improvements for reduction of disinfection by- products.	
Dewar PWA	\$ 750,000.00	Booster station improvements, and line replacements.	
Dewar PWA	\$ 750,000.00	Added new project to the PPL. Description: Booster station improvements, and line replacements. Added 9/20/2022.	
Drumright Utility Trust	\$ 1,000,000.00	Replacement of approximately 8,475 linear feet of existing waterline.	
Drumright Utility Trust	\$ 1,000,000.00	Added new project to the PPL. Description: Replacement of approximately 8,475 linear feet of existing waterline. Added 11/1/2022.	
Edmond Public Works Authority	\$150,000.00	Water Treatment Improvements and Upgrades	ORF-19-0016-DW
Edmond Public Works Authority	\$2,987,482.00	Water Treatment Improvements and Upgrades	ORF-20-0028-DW
Edmond Public Works Authority	\$36,390,383.00	Water Treatment Improvements and Upgrades	ORF-21-0010-DW
Edmond Public Works Authority	\$116,281,429.00	Water Treatment Improvements and Upgrades	ORF-22-0002-DW

Edmond PWA (VIII)	\$ 15,000,000.00	Installation of a 24-inch Water Line project along E. 33rd Street from East of S. Broadway/Highway 77 to I-35. The water system improvements will increase distribution reliability, boost pressure and loop into other existing water lines.	ORF-21-0007-DW
Edmond PWA (X)	\$ 222,000,000.00	Arcadia Lake Water Treatment Plant Expansion, remaining processes (WTP-01C), new ozone generation system, new pre- ozone pipeline contactor, three (3) new solids contact clarifiers, two (2) new post ozone contactors, eight (8) new dual media filters, new pre-treatment chemical building, new post treatment chemical building, and associated electrical, controls, yard piping, paving, and other site improvements necessary to bring the new processes online and connect to existing processes and infrastructure.	
Edmond PWA (XI)	\$ 25,000,000.00	Raw Water and Finished Water Transmission Mains (MAIN-03).	
Edmond PWA (XII)	\$ 21,000,000.00	AI-35 Complex Storage Improvements (TANK-02).	
Edmond PWA (XIII)	\$ 10,000,000.00	Design and install a new elevated water storage tower, demolition of an existing 2.0 MG ground storage tank and a 0.5 MG elevated storage tower, and site yard piping to connect the new tower to the existing system.	
Edmond PWA (XIII)	\$ 10,000,000.00	Added new project to the PPL. Description: Design and install a new elevated water storage tower, demolition of an existing 2.0 MG ground storage tank and a 0.5 MG elevated storage tower, and site yard piping to connect the new tower to the existing	
EI Reno MA (IV)	\$ 1,000,000.00	Changed amount from \$1,000,000 to \$1,500,000 per L2. Description: Upgrade the well field through the drilling of new wells and construction of offset wells in the existing well	
EI Reno MA (IV)	\$ 1,000,000.00	Added new project to the PPL. Description: Upgrade the well field through the drilling of new wells and construction of offset wells in the existing well fields. Added 9/1/2022.	
EI Reno MA (IV)	\$ 1,500,000.00	Removed project from PPL per email dated April 12, 2023. Description: Upgrade the well field through the drilling of new wells and construction of offset wells in the existing	
Enid Municipal Authority	\$10,250,000.00	Water Treatment Improvements and Upgrades	ORF-21-0007-DW
Enid Municipal Authority	\$507,790.00	Water Treatment Improvements and Upgrades	ORF-22-0017-DW
Erick PWA (II)	\$ 1,000,000.00	Replacement of an existing raw water main and the construction of new offset wells.	
Eufaula PWA (III)	\$ 800,000.00	Construct a 0.9 MG water storage standpipe to improve water reliability.	
Fairfax PWA	\$ 800,000.00	Correcting issues with the intake line at the lake that need to be addressed, as well as water lines that need to be replaced.	
Fairview UA	\$ 13,154,300.00	Construct a new water treatment plant and appurtenances.	
Fletcher Public Works Authority	\$707,505.00	Water Treatment Improvements and Upgrades	ORF-23-0042-DW

Fletcher PWA	\$ 800,000.00	Install a new well, Well #2.	
Fletcher PWA	\$ 800,000.00	Added new project to the PPL. Description: Install a new well, Well #2. Added	
Fort Cobb PWA	\$ 357,621.00	Changed amount from \$357,621 to \$1,000,000 per L2. Description: Purchase and install new water meters, and Phase 1 waterline replacement. Revised 12/15/2022.	
Fort Cobb PWA	\$ 1,000,000.00	Deleted project from PPL per B.C. Description: Purchase and install new water meters, and Phase 1 waterline replacement. Removed 1/10/2023.	
Fort Towson PWA	\$ 2,000,000.00	Construct a new water tower or standpipe; upgrades to the water treatment plant; new raw water pumps; sediment removal from the water tank; new well pump; install air conditioning for the laboratory and water plant; new computer system; new filters for all portions of the water plant; new inline turbidity meters; new inline chlorine meter; and Added new project to PPL. Description: Construct a new water tower or standpipe;	
Fort Towson PWA	\$ 2,000,000.00	upgrades to the water treatment plant; new raw water pumps; sediment removal from the water tank; new well pump; install air conditioning for the laboratory and water	
Foss Reservoir MCD (II)	\$ 15,000,000.00	Construct a second, redundant, clarifier to allow for maintenance of the existing clarifier; construct a mixing basin along with additional bypass piping; and rehabilitation of the sand filter and reworking the piping to increase redundancy.	
Francis PWA (II)	\$ 4,508,720.00	Replace a deteriorating water tower installed in 1911 and at risk of failing due to	
Frederick PWA (II)	\$ 130,000.00	Installation of a permanent Chlorine Dioxide Feed System and a separate chlorine gas storage/feed building.	
Garfield Co. RWD #6 (II)	\$ 2,205,000.00	Install a booster pump, waterline enlargements and looping lines to maintain an adequate supply of potable water.	
Garfield Co. RWD #6 (II)	\$ 2,205,000.00	Added new project to PPL. Description: Install a booster pump, waterline enlargements and looping lines to maintain an adequate supply of potable water. Added 8/11/2022.	ORF-18-0013-DW
Garfield County Rural Water District #6	\$801,367.00	Water Treatment Improvements and Upgrades	
Garfield RWD #5	\$ 299,844.00	Drilling a new water well, and building a well house which will include all electrical and telemetry needs.	
Geary Utilities	\$4,756.00	Water Treatment Improvements and Upgrades	ORF-20-0017-DW
Geronimo PWA (II)	\$ 802,558.00	Removed project from PPL per B.C. Description: Replacement of approximately 7,204 linear feet of undersized and antiquated water mains. Removed 3/13/2023.	
Gore PWA (II)	\$ 810,000.00	Rehabilitation of 1992 Water Treatment Units; and add variable speed drives to backwash pumps and a high service pump.	
Guthrie PWA (V)	\$ 31,474,076.00	Replacement of roughly fifty-five (55) miles of water distribution mains.	

Guymon UA (III)	\$ 20,000,000.00	Construct a new facility for reuse of wastewater effluent to supplement the water supply.	
		Added new project to PPL. Description: Construct a new facility for reuse of wastewater effluent to supplement the water supply. Added 8/11/2022.	
Guymon UA (III)	\$ 20,000,000.00		
Harper Co. RWD #1	\$ 1,860,676.00	Replace 3.25 miles of existing 5-inch and 6-inch waterlines that are prone to leaks.	
Harper Co. RWD #1	\$ 1,860,676.00	Added new project to the PPL. Description: Replace 3.25 miles of existing 5-inch and 6-inch waterlines that are prone to leaks. Added 9/20/2022.	
Henryetta MA (II)	\$ 2,000,000.00	Construction of a new water storage tank and improvements to the Westside booster	
Henryetta MA (II)	\$ 2,000,000.00	Added new project to PPL. Description: Construction of a new water storage tank and improvements to the Westside booster pump station. Added 2/1/2023.	
Hitchcock PWA	\$ 1,000,000.00	Construct a new standpipe to increase the town's water pressure.	
Hobart PWA	\$ 20,000,000.00	Replacing all of the waterlines in the system.	
Holdenville Public Works Authority	\$28,215.00	Water Treatment Improvements and Upgrades	ORF-20-0008-DW
Hollis PWA	\$ 850,000.00	Removed project from PPL per B.C. Description: Replacement of approximately 5,958 linear feet of 12" transmission water line from the well field to the City of Hollis.	
Hughes Co. RWD #4	\$ 356,000.00	Construct a pump station to supply water while a 40+ year old standpipe is drained, and rehabilitated inside and out.	
Hugo MA	\$ 100,000.00	Installation of a tank mixing system in the existing elevated tank to assist in reduction of	
Hugo MA	\$ 1,000,000.00	Requested new letter on 11/28/2022 to include a DBP project along with the newest letter for AMI Meter System.	
Indiahoma PWA	\$ 314,000.00	Install an aeration system in the water tower, replace blending station, repair wellhouse, chlorination machine, and tank level guide repair.	
Jay UA (III)	\$ 8,000,000.00	Expansion of the existing treatment plant to 2.0 MGD including new clarifiers, filters, chemical building, and control/lab building.	
Jay UA (III)	\$ 6,000,000.00	Changing amount from \$6,000,000 to \$8,000,000 per revised letter. Description: Expansion of the existing treatment plant to 2.0 MGD including new clarifiers, filters, chemical building, and control/lab building. Revised 8/1/2022.	
Jay Utilities Authority	\$693,875.00	Water Treatment Improvements and Upgrades	ORF-22-0026-DW
Jay Utilities Authority	\$11,025,000.00	Water Treatment Improvements and Upgrades	ORF-22-0026-DW
Jenks PWA	\$ 850,000.00	Replacement of the 10-inch waterline crossing the Arkansas River which is no longer in service due to multiple fractures in the pipeline; and develop a Water System Master Plan	

Jenks PWA	\$ 850,000.00	Added new project to PPL. Description: Replacement of the 10- inch waterline crossing the Arkansas River which is no longer in service due to multiple fractures in the pipeline; and develop a Water System Master Plan for the entire City of Jenks. Added 8/11/2022.
Jet UA (III)	\$ 991,700.00	Identification, planning, design, and replacement of lead <i>distribution</i> lines.
Johnston Co. RWD #3	\$ 1,462,759.00	Replacing existing 8" waterline along Hwy. 1 thru Sections 17, 20, 29, T2S, R5E, Johnston County, and installing automated meters for the rural water members on the
Johnston Co. RWD #3	\$ 1,462,759.00	Added 2 request letters together for one project. Description: Replacing existing 8" waterline along Hwy. 1 thru Sections 17, 20, 29, T2S, R5E, Johnston County, and installing automated meters for the rural water members on the water system. Added
Kansas PWA	\$ 2,000,000.00	Added new project to PPL. Description: Replacement of all water lines for the system; removal of the two existing water storage tanks (nonfunctioning); and build a storage tank for use by Kansas PWA, and other local water systems. 8/11/2022.
Kansas PWA	\$ 2,000,000.00	Removed project from PPL per email. Description: Replacement of all water lines for the system; removal of the two existing water storage tanks (nonfunctioning); and build a storage tank for use by Kansas PWA, and other local water systems. Removed 4/6/2023.
Kingfisher PWA (II)	\$ 1,000,000.00	Install a full SCADA automation system for the City's water wells, treatment plant, and towers; Painting of the Meeker Water Tower; Valve Replacement in the distribution system; and Water pipe replacement in the distribution system.
Krebs UA	\$ 12,000,000.00	Design and construct a new water treatment plant capable of treating DBPs, and treating high manganese and iron; and water distribution system replacement for the entire system.
Latimer Co. RWD #2	\$ 1,782,455.00	Modifying an existing booster station, installing a new booster pump, construct two (2) 80,000-gallon standpipe water storage towers with circulation systems, and construction/upsizing of 7,700 linear feet of public waterline from a 6" to 8" in size.
Latimer Co. RWD #2	\$ 1,782,455.00	Added new project to PPL. Description: Modifying an existing booster station, installing a new booster pump, construct two (2) 80,000-gallon standpipe water storage towers with circulation systems, and construction/upsizing of 7,700 linear feet of public waterline
Lawton WA (V)	\$ 25,000,000.00	Changed amount from \$25,000,000 to \$28,000,000 per L2. Description: Design and construction of two separate water main line replacements, collectively called the Cache Road Waterline Replacement Project. Revised 8/29/2022.
Lawton WA (V)	\$ 28,000,000.00	Deleted project from PPL per B.C. Description: Design and construction of two separate water main line replacements, collectively called the Cache Road Waterline Replacement Project. Removed 11/29/2022.



Lawton WA (VI)	\$ 42,000,000.00	Design and construction of the Alternate Water Supply Project to identify and develop additional water sources for the City of Lawton and surrounding areas. Drilling of groundwater wells and construction of well houses and a conveyance system; upgrades to the Southeast Water Treatment Plant; a new Membrane Filtration/RO treatment system	ORF-22-0045-DW ORF-22-0046-DW ORF-24-0007-DW
Lawton WA (VI)	\$ 42,000,000.00	Added new project to PPL. Description: Design and construction of the Alternate Water Supply Project to identify and develop additional water sources for the City of Lawton and surrounding areas. Drilling of groundwater wells and construction of well houses and a conveyance system; upgrades to the Southeast Water Treatment Plant; a new Membrane Filtration/RO treatment system and solids handling. Added 8/11/2022.	
Lawton WA (VII)	\$ 80,000,000.00	Replacement of approximately 125 miles of aged lines that are beyond their useful life of the Water Distribution System.	
Lawton Water Authority	\$958,133.00	Water Treatment Improvements and Upgrades	
Lawton Water Authority	\$19,686,443.00	Water Treatment Improvements and Upgrades	
Lawton Water Authority	\$26,990,045.00	Water Treatment Improvements and Upgrades	
LeFlore Co. RWD #17	\$ 1,000,000.00	Installing tank mixing and aeration, rehabilitate 45' tall standpipe in order to correct TTHM & HAA5 levels on DEQ consent order, and to replace 7,800 L.F. of defective main water line that is causing 50% water loss every month.	
LeFlore Co. RWD #17	\$ 136,000.00	Changed amount from \$136,000 to \$1,000,000 per revised request letter. Changed the description from: "Standpipe remediation, and flush and gate valves" to "Installing tank mixing and aeration, rehabilitate 45' tall standpipe in order to correct TTHM & HAA5 levels on DEQ consent order, and to replace 7,800 L.F. of defective main water line that is Added new project to the PPL. Description: Standpipe remediation, and flush and gate valves. Added 11/15/2022.	
LeFlore Co. RWD #17	\$ 136,000.00		
Loyal Public Works Authority	\$36,578.00	Water Treatment Improvements and Upgrades	ORF-20-0026-DW
Loyal PWA	\$ 150,000.00	Changed amount from \$150,000 to \$800,000 per L2. Description: Installation of an Ion Exchange Treatment Unit, Building and Wastewater Disposal Storage Facility. Revised	
Loyal PWA	\$ 800,000.00	Deleted project from PPL per B.C. Description: Installation of an Ion Exchange Treatment Unit, Building and Wastewater Disposal Storage Facility. Removed	
Mangum Utility	\$580,185.00	Water Treatment Improvements and Upgrades	ORF-24-0004-DW
Marietta PWA	\$ 5,202,472.00	Construct a new groundwater well to supplement supply; construct a new elevated water storage tank to provide system storage; and the rehabilitation of an existing standpipe to	

Marietta PWA	\$ 5,200,000.00	Changed amount from \$5,200,000 to \$5,202,472 per L2. Description: Construct a new groundwater well to supplement supply; construct a new elevated water storage tank to provide system storage; and the rehabilitation of an existing standpipe to extend its	
Marshall Co. RWD #2	\$ 3,800,750.00	Replacement of the existing water meters with remote read meters.	
Maysville MA	\$ 4,195,800.00	Water Treatment Plant Improvements.	
Maysville MA	\$ 6,600,000.00	Changed amount and description per letter. New description: Water Treatment Plant Improvements. Old description: Abandon the dilapidated surface water treatment plant, develop 2 new wells, construct a new water treatment plant, and replace the majority of our distribution system to meet ODEQ regulations.	ORF-21-0019-DW
McAlester Public Works Authority	\$13,560,157.00	Water Treatment Improvements and Upgrades	
McCurtain Co. RWD #1	\$ 2,990,000.00	Replacement of Asbestos Cement (AC) water mains with PVC pipe, and rehabilitation of an existing standpipe and upgrades include: spray aeration, inlet/outlet pipe upgrading, forced-air ventilation, etc. for TTHM non compliance.	
McCurtain Co. RWD #8 (III)	\$ 6,500,000.00	Replacement of approximately 10.5 miles (55,500 feet) of existing 8" waterline to 12", replacement of approximately 2.15 miles (11,360 feet) of 8" waterline to 10" to resolve all low pressure issues throughout the system, and the purchase and implementation of a	
McCurtain Co. RWD #9	\$ 1,380,167.00	Install an elevated storage tank.	
McIntosh County Rural Water District #13	\$777,500.00	Water Treatment Improvements and Upgrades	ORF-24-0015-DW
Meno PWA	\$ 1,000,000.00	Installing AMI meters on two wells and 110 households, adding Telemetrics on water tower and two wells, and replacing approximately 3,500 feet of outdated metal/cement	
Miami Special UA (III)	\$ 475,500.00	Installation of a chlorination building and new well house.	
Miami Special UA (III)	\$ 475,500.00	Added new project to PPL. Description: Installation of a chlorination building and new well house. Added 11/3/2022.	
Miami Special Utilities Authority	\$1,225,655.00	Water Treatment Improvements and Upgrades	ORF-19-0029-DW
Midwest City MA	\$ 100,000.00	Installing automated water meters and service lines to approximately 35 residential houses in the Starview neighborhood in order to remove them from a small public water supply being operated by the Oklahoma County Utility Services Company and connect them to the Midwest City water distribution system.	
Muskogee Co. RWD #3	\$ 200,000.00	Installing water lines to loop in dead end lines to help with water age and two (2) booster stations to help with pressure issues.	

Muskegee Municipal Authority	\$3,990,836.00	Water Treatment Improvements and Upgrades	ORF-18-0012-DW
Mustang IA	\$ 8,800,000.00	Construction of a one (1) million-gallon elevated storage tank.	
Nash PWA	\$ 793,283.00	Water tower replacement.	
New Cordell UA (II)	\$ 1,120,000.00	Replace antiquated cast iron water mains with PVC water pipe, and install a chlorine bleach feed system and instrumentation at the booster station.	
New Cordell UA (II)	\$ 1,000,000.00	Changed amount from \$150,000 to \$800,000 per L2. Description: Installation of an Ion Exchange Treatment Unit, Building and Wastewater Disposal Storage Facility. Revised	
New Cordell Utilities Authority	\$359,103.00	Water Treatment Improvements and Upgrades	ORF-21-0022-DW
Newkirk MA	\$ 628,622.00	Added new project to PPL. Description: Water main replacements. Added 8/11/2022.	
Newkirk MA	\$ 628,622.00	Deleted project from PPL per B.C. Description: Water main replacements. Removed	
Norman UA (III)	\$ 16,000,000.00	Install collection lines to bring the majority of the groundwater wells to one centralized location, storage tank, pumping station, and distribution lines.	
Nowata MA	\$ 2,500,000.00	Construct a composite elevated storage tank with tank aeration for the removal of THMs.	
Nowata Municipal Authority	\$737,900.00	Water Treatment Improvements and Upgrades	ORF-22-0012-DW
Okarche PWA	\$ 2,775,000.00	Changed amount from \$2,775,000 to \$2,895,000 per L2. Description: Construct a Treatment Plant for Nitrate Removal. Revised 2/23/2023.	
Okarche PWA	\$ 2,895,000.00	Construct a Treatment Plant for Nitrate Removal.	
OKC WUT (XII)	\$ 22,784,000.00	WT-0261 - Hefner WTP Clarifier Rehabilitation \$3,184,000; WT- 0265 - Draper WTP Electrical and Arc Flash Improvements- Phase 1 \$3,184,000; WC-1039 - Booster Pump Station Electrical Improvements \$2,123,000; WA-0001 - Hefner WTP Clearwell - Foundation Dewatering Pump System Improvements 1,093,000; WC-1016 - Atoka Intake Tower Rehabilitation \$1,061,000; WC- 1020 - Two 30-inch Water Line Replacement from NW 10th to Main Street along Penn Avenue \$6,696,000; WM-0299 Watershed Protection Program and Lake Reservation Road Improvements \$531,000; WT-0249 - Deleted projects from PPL. Never added them as we were waiting on a revised PPL letter. These projects are within Loan	
OKC WUT (XII)	\$ 1,415,000.00	Deleted projects from PPL. Never added them as we were waiting on a revised PPL letter. These projects are within Loan	
		(X) and are for overages to paid with city funds. Description: WC- 1022 - 18-inch Waterline Aerial Crossing at NW 10th Street and North Canadian River \$79,000; WT-0222 - Draper WTP - Various Improvements to the Rehab Pipe Gallery \$1,336,000.	

OKC WUT (XIII)	\$ 44,727,000.00	WA-0002 - Hefner WTP Electrical Flash Improvements \$4,373,000; WA-0003 - Hefner WTP South Low Lift Station - Switchgear Replacement & Separate Electrical Room \$2,534,000; WA-0004 - N. Colfax Ground Tank (5 MG) Rehabilitation \$596,000; WA- 0005 - S. Colfax Ground Tank (5 MG) Rehabilitation \$596,000); WM-0299 - Watershed Protection Program and Lake Reservation Road Improvements \$547,000; WT-0224 - Draper WTP Clearwell Upgrades - Replacement of Existing Clearwells \$36,081,000. \$ 9,568,000.00	WA-0006 - Hefner WTP Backwash System Assessment & Improvement \$2,900,000; WM-0299 - Watershed Protection Program and Lake Reservation Road Improvements \$563,000; WA-0007 - General City-Wide Water Main R&R Projects \$6,105,000.	
OKC WUT (XIV)	\$ 8,762,000.00	WA-0008 - Hefner WTP High Lift Pump Station Electrical Improvements \$2,686,000; WA- 0009 - Morgan Road Ground Tank (5MG) Rehabilitation \$633,000; WA-0010 - Reno Road Elevation Tank Rehabilitation (1 MG) \$1,382,000; WM-0299 - Watershed Protection Program and Lake Reservation Road Improvements \$580,000; WT-0265 - Draper WTP Electrical and Arc Flash Improvements - Phase 2 \$3,067,258.00	Water Treatment Improvements and Upgrades	ORF-20-0013-DW
Oklahoma City Water Utilities Trust	\$21,480,153.00	Water Treatment Improvements and Upgrades		ORF-20-0031-DW
Oklahoma City Water Utilities Trust	\$19,137.00	Water Treatment Improvements and Upgrades		ORF-22-0001-DW
Oklahoma City Water Utilities Trust	\$30,134,510.00	Water Treatment Improvements and Upgrades		ORF-22-0001-DW
Oklahoma City Water Utilities Trust	\$314,323.00	Water Treatment Improvements and Upgrades		ORF-22-0072-DW
Oklahoma City Water Utilities Trust	\$638,263.00	Water Treatment Improvements and Upgrades		ORF-22-0072-DW
Okmulgee Co. RWD #2	\$ 900,000.00	Expansion within the existing system by upgrading the existing water distribution system by repairing and replacing existing parts of the system, replace valves, replace lines by boring of the creek, repairing two towers, and replace existing pumps and add generators.		

Okmulgee Co. RWD #2	\$ 375,000.00	Changed amount from \$375,000 to \$900,000 per revised letter. Also updated description. New: Expansion within the existing system by upgrading the existing water distribution system by repairing and replacing existing parts of the system, replace valves, replace lines by boring of the creek, repairing two towers, and replace existing pumps and add generators. Old: Construct a second inlet location to purchase water from the City of Okmulgee, construct a new pump station, as well as improvements to the main pump	ORF-22-0011-DW
Okmulgee Municipal Authority	\$912,500.00	Water Treatment Improvements and Upgrades	
Pawhuska PWA	\$ 1,000,000.00	Installation of approximately 9,000 LF of 12" PVC waterline.	
Pawhuska PWA	\$ 1,000,000.00	Added new project to PPL. Description: Installation of approximately 9,000 LF of 12" PVC waterline. Added 8/11/2022.	
Pawnee Co. RWD #2	\$ 1,250,000.00	Construction of two water wells, a generator at the water treatment plant, and raw water main improvements.	
Pawnee Public Works Authority	\$772,500.00	Water Treatment Improvements and Upgrades	ORF-24-0016-DW
Perry MA (II)	\$ 4,000,000.00	Deleted project per BC. Description: Water system improvements consisting of water line replacements, tower mixers and improvements, and pump improvements. Removed	
Perry Municipal Authority	\$863,029.00	Water Treatment Improvements and Upgrades	ORF-22-0018-DW
Pittsburg PWA	\$ 120,000.00	Replacement of the filter media in the slow sand filter, additional chlorine feed point at the WTP, flushing hydrant, and booster chlorine station in the distribution system.	
Pontotoc County Rural Water District #6	\$38,873.00	Water Treatment Improvements and Upgrades	ORF-22-0028-DW
Porum PWA	\$ 6,296,510.00	Installation of approximately 72,000 L.F. of line replacement and additional line, a proposed water storage tank, rehabilitation of two standpipes, and a proposed booster	
Porum PWA	\$ 3,457,310.00	Changed amount from \$3,457,310 to \$6,296,510 per email. Description: Installation of approximately 72,000 L.F. of line replacement and additional line, a proposed water storage tank, rehabilitation of two standpipes, and a proposed booster station. Revised	
Pushmataha Co. RWD	\$ 1,000,000.00	Construction of a chloramine feed system and booster pump station improvements.	
Pushmataha Co. RWD #2	\$ 1,000,000.00	Added new project to PPL. Description: Construction of a chloramine feed system, and booster pump station improvements. Added 2/6/2023.	
Pushmataha County Rural Water District #2	\$591,888.00	Water Treatment Improvements and Upgrades	ORF-23-0072-DW

Pushmataha County	\$840,322.00	Water Treatment Improvements and Upgrades
Rural Water District #2		
Pushmataha RWD #3	\$ 1,500,000.00	Treatment Plant rehabilitation and water line upgrades.
Pushmataha RWD #3	\$ 1,500,000.00	Added new project to PPL. Description: Treatment Plant rehabilitation and water line upgrades. Added 8/19/2022.
Ringwood PWA	\$ 3,417,346.00	Upgrading current water lines to 6" lines, and upgrading the town's water tower to meet current demands. Combined two project together for PF. Added 8/11/2022.
Ringwood PWA	\$ 2,424,505.00	Deleted one of two projects that had been combined. Total of \$3,417 346.50. Removed \$2,424,505. Description: Upgrading current water lines to 6 inch lines. Removed 10/5/2022.
Ringwood PWA	\$ 992,841.00	Removed project from PPL per email. Description: Upgrading the town's water tower to meet current demands. Removed 4/6/2023.
Rogers Co. RWD #4 (II)	\$ 3,600,000.00	Addition of a third "Actifloc" clarification/filtration unit at the existing RWD #4 water treatment plant; installation of a 500,000 gallon water storage tank at the existing RWD #4 treatment plant, and construct a two-mile long twelve-inch (12") water line project on
Salina PWA (II)	\$ 2,640,000.00	Demolish abandoned water treatment plant and clearwell; Construct a new 10" waterline from OOWA supply line to new site at West Evanjoy Street and North Grace Street; Construct a new duplex 300 gpm pump station with standby power at new site; Construct a new 375,000 gallon water storage tank at new site; Construct new 40' x 60' maintenance and storage building; Demolish both existing water tanks at Jetton Hill Water Storage site; Construct a new 350,000 gallon storage tank at Jetton Hill site; Replace Pine Creek Pump Station No. 1 with a new 50 gpm above ground pump station w/standby power; Construct a new 50,000 gallon water tank; Construct 4" water line from old tank to new
Salina PWA (II)	\$ 1,500,000.00	Changed amount from \$1,500,000 to \$2,640,000 per revised letter. Description: Demolish abandoned water treatment plant and clearwell; Construct a new 10" waterline from OOWA supply line to new site at West Evanjoy Street and North Grace Street; Construct a new duplex 300 gpm pump station with standby power at new site; Construct a new 375,000 gallon water storage tank at new site; Construct new 40' x 60' maintenance and storage building; Demolish both existing water tanks at Jetton Hill Water Storage site; Construct a new 350,000 gallon storage tank at Jetton Hill site; Replace Pine Creek Pump Station No. 1 with a new 50 gpm above ground pump station w/standby power; Construct a new 50,000 gallon water tank; Construct 4" water line from old tank to new

Salina PWA (II)	\$ 1,500,000.00	Added new project to PPL. Description: Demolish abandoned water treatment plant and clearwell; Construct a new 10" waterline from OOWA supply line to new site at West Evanjoy Street and North Grace Street; Construct a new duplex 300 gpm pump station with standby power at new site; Construct a new 375,000 gallon water storage tank at new site; Construct new 40' x 60' maintenance and storage building; Demolish both existing water tanks at Jetton Hill Water Storage site; Construct a new 350,000 gallon storage tank at Jetton Hill site; Replace Pine Creek Pump Station No. 1 with a new 50 gpm above ground pump station w/standby power; Construct a new 50,000 gallon water tank; Construct 4" water line from old tank to new tank; Abandon and demolish Pine Crest	ORF-23-0094-DW
Sardis Lake WA	\$ 1,300,200.00	Addressing issues for DBP violations.	
Sayre Public Works Authority	\$713,181.00	Water Treatment Improvements and Upgrades	
Seiling PWA	\$ 1,125,500.00	Erect a new water tower.	
Seiling PWA		Added new project to PPL. Description: Erect a new water tower. Added 8/11/2022.	
Seiling PWA	\$ 1,125,500.00		
Shawnee Municipal Authority	\$1,487,993.00	Water Treatment Improvements and Upgrades	ORF-20-0016-DW
Snyder PWA	\$ 1,750,000.00	The proposed project will consist of two parts. Section A will involve the construction of a new disinfection system and will involve the conversion of the City of Snyder's primary means of disinfection to Chloramines from Chlorine, thereby reducing disinfection byproducts and working towards fulfilling the requirements of the related consent order with ODEQ. For Section B, the City of Snyder will replace all existing manual read	
Stigler MIA	\$ 800,000.00	Deleted project from PPL per B.C. Description: Complete rehabilitation of an existing water tower. Removed 1/10/2023.	
Stillwater UA (IX)	\$ 50,000,000.00	Terminal Storage Reservoir.	
Stillwater UA (V)	\$ 16,000,000.00	Construction of a WTP Finished Water Pump Station and Clearwell Replacement.	
Stillwater UA (VI)	\$ 60,000,000.00	WTP Rehabilitation and Improvements: New chemical building, new filters, new recarb., rehabilitation/expand chlorine system.	
Stillwater UA (VII)	\$ 250,000,000.00	Rehabilitate existing 36" Raw WL, add new 42" parallel Raw WL, involves major river	
Stillwater UA (VIII)	\$ 25,000,000.00	Expand Raw Water Supply PS to 25 MGD.	
Stillwater UA (X)	\$ 40,000,000.00	Waterline from WTP to 6th Street.	
Stillwater Utilities Authority	\$5,077,138.00	Water Treatment Improvements and Upgrades	ORF-18-0001-DW

Stillwater Utilities Authority	\$1,000,000.00	Water Treatment Improvements and Upgrades	ORF-21-0001-DW
Stillwater Utilities Authority	\$36,000,000.00	Water Treatment Improvements and Upgrades	ORF-21-0001-DW
Stilwell Area Development Authority	\$15,500,000.00	Expansion of the water treatment plant.	
Stilwell Area Development Authority	\$639,875.00	Water Treatment Improvements and Upgrades	ORF-21-0012-DW
Stilwell Area Development Authority	\$7,175,000.00	Water Treatment Improvements and Upgrades	ORF-21-0012-DW
Taft PWA	\$100,000.00	Installing a dedicated water line to the standpipe to ensure all customers receive aerated/recirculated water and DBP compliant water.	
Talihina PWA	\$275,000.00	Removed project from PPL per email. Description: Improvements include clearwell modifications and tank aeration; rehabilitation of the existing filters and repainting the steel components in Clarifier 3. Removed 4/6/2023.	
Temple UA	\$824,000.00	Changed amount from \$824,000 to \$1,000,000 per L2. Description: Install Emergency Generators and Automatic Transfer Switch for the WTP, and replace a 7.5 HP High Service Pump with a 20 HP pump, and additional items. Revised 10/24/2022.	
Temple UA	\$1,000,000.00	Deleted project from PPL per B.C. Description: Install Emergency Generators and Automatic Transfer Switch for the WTP, and replace a 7.5 HP High Service Pump with a 20 HP pump, and additional items. Removed 11/29/2022.	
Temple UA	\$1,000,000.00	Went back to the Board for an increase of \$500,000, due to high bids. Deleted project from PPL per B.C. originally on 11/29/2022. Description: Install Emergency Generators and Automatic Transfer Switch for the WTP, and replace a 7.5 HP High Service Pump with a 20 HP pump, and additional items. Added this note for increase on 2/14/2023.	
Temple Utilities Authority	\$1,000.00	Water Treatment Improvements and Upgrades	ORF-22-0032-DW
Temple Utilities Authority	\$175,475.00	Water Treatment Improvements and Upgrades	ORF-22-0032-DW
Tenkiller UA	\$13,000,000.00	Construct a new water treatment plant and conveyance system that provides water for six existing water districts in Cherokee County.	
Tonkawa MA (III)	\$2,043,405.00	Changed amount from \$2,043,405 to \$1,400,000. Description: Replace 10,637 LF of waterline on Main Street in the City of Tonkawa. Revised 12/15/2022.	

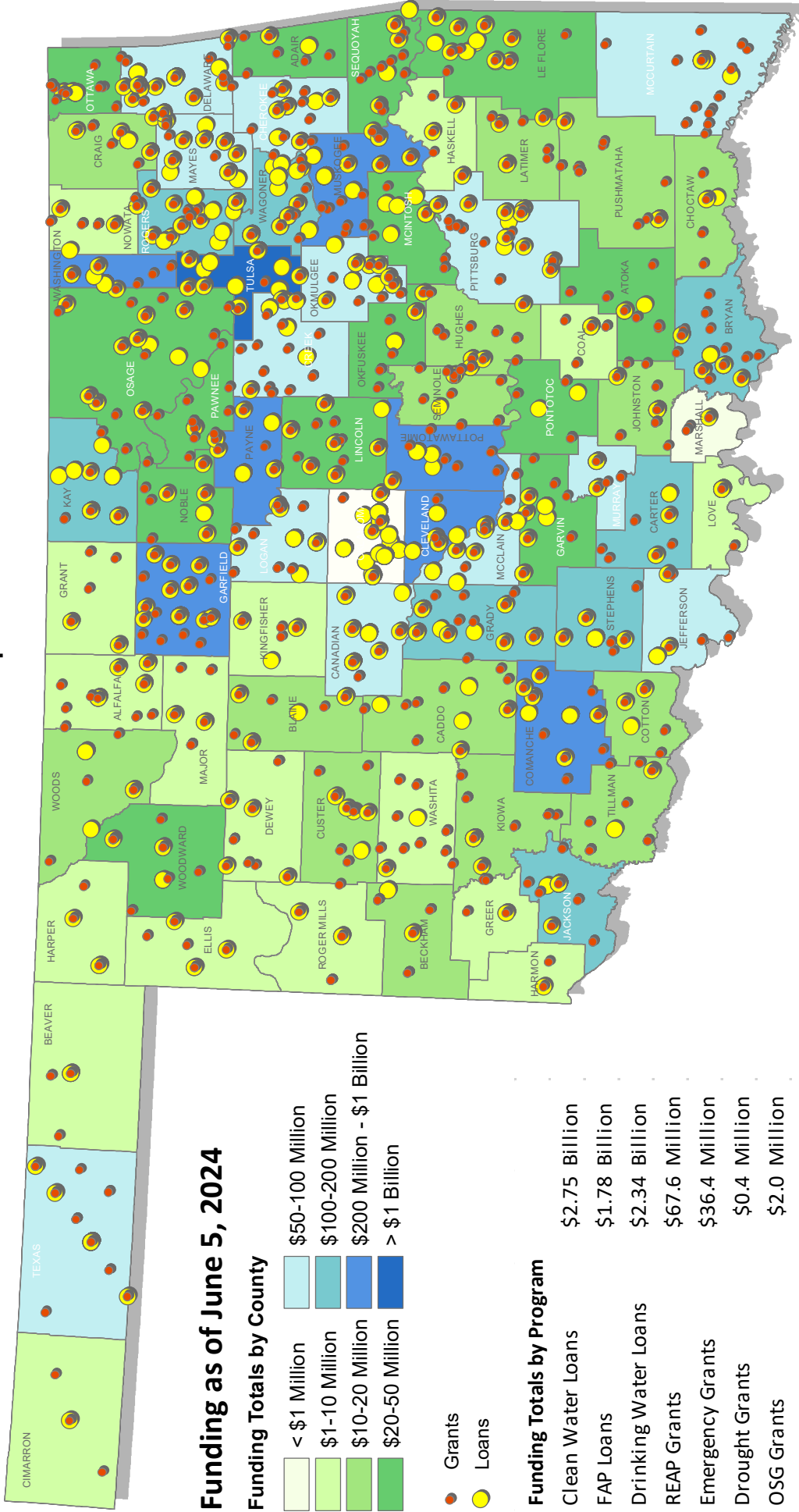


Tonkawa MA (III)	\$ 2,043,405.00	Added new project to PPL. Description: Replace 10,637 LF of waterline on Main Street in the City of Tonkawa. Added 8/11/2022.	
Tonkawa MA (III)	\$ 1,400,000.00	Deleted project from PPL per B.C. Description: Replace 10,637 LF of waterline on Main Street in the City of Tonkawa. Removed 1/10/2023.	
Tonkawa Municipal Authority	\$ 1,000.00	Water Treatment Improvements and Upgrades	ORF-22-0088-DW
Town of Lookaba	\$ 1,000,000.00	Remediate Arsenic problem.	
Tri-County RWD #2	\$ 2,500,000.00	Added new project to PPL. Description: Connecting the former Seminole RWD #7 system into the Tri-County RWD #2 plant located at the Varnum Well Field. Added	
Tri-County RWD #2	\$ 2,500,000.00	Deleted project from BIL/Base PPL and move to EC PPL. Description: Connecting the former Seminole RWD #7 system into the Tri-County RWD #2 plant located at the Varnum Well Field. Removed 8/22/2022.	
Wagoner Co. RWD #4 (II)	\$ 4,300,000.00	Replacement of existing waterline in the same location as the existing line. Approximately two miles of 12-inch waterline will be replaced with 16-inch line in order to eliminate an area of restriction in the water distribution system. The District will also replace approximately one mile of existing 3.5-inch line with an 8- inch line, due to	
Wagoner Co. RWD #4 (II)	\$ 4,300,000.00	Added new project to PPL. Description: Replacement of existing waterline in the same location as the existing line. Approximately two miles of 12-inch waterline will be replaced with 16-inch line in order to eliminate an area of restriction in the water distribution system. The District will also replace approximately one mile of existing 3.5-inch line with an 8- inch line, due to	
Wagoner Co. RWD #5 (V)	\$ 12,770,000.00	Construct a new 5.0 MGD process building, high service pump station, and a new chemical building.	
Wagoner County Rural Water District #5	\$11,643,832.00	Water Treatment Improvements and Upgrades	ORF-22-0004-DW
Warner UA	\$ 4,000,000.00	Expansion of the water treatment plant on the existing site, and a new raw water intake on	
Watonga PWA	\$ 5,738,300.00	Removed project from PPL per letter. Description: Construct a new Ion Exchange Treatment Plant, and 2 new production water wells. Removed 4/11/2023.	
Waurika PWA	\$ 4,915,000.00	Design, engineering, and construction of a new water treatment plant intended to replace an existing plant that has been the subject of numerous consent orders for the last several	
Waynoka UA (III)	\$ 1,750,000.00	Removed project from PPL per B.C. Description: Replacement of approximately 9,810 linear feet of antiquated water mains. Removed 2/14/2023.	

Waynoka Utilities Authority	\$60,997.00	Water Treatment Improvements and Upgrades	ORF-23-0049-DW
Weatherford PWA (II)	\$ 1,448,040.00	Removed project from PPL per letter sent by Steven H. Description: Upgrading the meter reading system which includes approximately 5,500 meters. Removed 4/6/2023.	
Welch Public Works Authority	\$22,037.00	Water Treatment Improvements and Upgrades	ORF-21-0008-DW
Wetumka PWA	\$ 100,000.00	Removed project from PPL, it should have been removed May 2022, but it was missed. Description: Improvements to the raw water intake, treatment plant, and/or distribution system to address the DBP exceedances occurring within the system. Removed 4/3/2023.	
Wewoka Public Works Authority	\$59,067.00	Water Treatment Improvements and Upgrades	ORF-21-0013-DW
Wewoka Public Works Authority	\$621,895.00	Water Treatment Improvements and Upgrades	ORF-23-0048-DW
Wewoka Public Works Authority	\$8,765,000.00	Water Treatment Improvements and Upgrades	ORF-23-0048-DW
Wewoka PWA (III)	\$ 4,000,000.00	Construct a new Water Treatment Plant.	
	\$ 2,114,880,234.00		

# Financial Assistance Division

## Loan and Grant Recipient Status



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

FINANCIAL ASSISTANCE DIVISION

June 18, 2024

**REAP GRANT APPLICATION**  
**RECOMMENDED FOR APPROVAL**

**APPLICANT:** The Seiling Public Works Authority  
**COUNTY:** Dewey

**DATE RECEIVED:** 08/21/2023  
**APPLICATION NUMBER:** FAP-24-0022-R

**Amount Requested:** \$99,999.00

**Amount Recommended:** \$99,999.00

**PROJECT DESCRIPTION:** The proposed project is to replace the coating system on the elevated storage tank and all other appurtenances required to complete the project, the estimated cost of the project is \$342,100.00 which will be funded by \$99,999 of OWRB REAP Grant funds and \$242,101 of local funds.

Priority Ranking			Priority Points
<b>Population/Taps</b> <u>850</u> (Maximum: 55 points)			<u>55</u>
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)			
Water rate per 5,000 gal/month:	\$ 43.23	<input type="checkbox"/> Flat rate	<u>-3</u>
Sewer rate per 5,000 gal/month:	<u>30.75</u>	<input type="checkbox"/> Decreasing Block	<u>-2</u>
Total	\$ 73.98	<input type="checkbox"/> Uniform	<u>0</u>
		<input checked="" type="checkbox"/> Increasing Block	<u>+2</u>
	<u>10</u> points	<input type="checkbox"/> Sales tax (W/S)	<u>+1</u>
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)			
Total Indebtedness:	\$ 2,220,000.00		
Monthly Debt Payment:	\$ 15,920.14		
Number of Customers:	552		
Monthly Payment Per Customer:	\$ 28.84		<u>10</u>
<b>MEDIAN HOUSEHOLD INCOME</b> \$ 38,750.00		(Maximum: 10 points)	<u>4</u>
<b>ABILITY TO FINANCE PROJECT</b> (Maximum: 12 points)			
FP	=	$\frac{(\$99,999.00)}{(552)} \cdot \frac{(0.0710)}{(12)} =$	\$ 1.07
<b>AMOUNT OF GRANT REQUESTED</b> (Maximum: 5 points)			
AR	=	\$99,999.00	<u>1</u>
<b>REQUEST NUMBER</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>10</u>
<b>TOTAL PRIORITY POINTS</b>			<u>94</u>

BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA

IN THE MATTER OF REAP GRANT APPLICATION            )  
NO. FAP-24-0022-R IN THE NAME OF THE            )  
THE SEILING PUBLIC WORKS AUTHORITY,            )  
DEWEY COUNTY, OKLAHOMA.                            )

**PROPOSED**  
ORDER APPROVING REAP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of June 2024. The Board finds that since the application for this grant has received a priority ranking of 94 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the REAP Grant Account of the Water Resources Fund, the grant application for an amount not to exceed \$99,999.00 should be approved to be advanced for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the REAP grant shall not exceed \$99,999.00.
2. REAP Grant funds shall be deposited in a separate account with a federally insured financial institution.
3. Applicants who have raised water and/or sewer rates resulting in an advancement in position of priority for assistance shall not modify those rates after receipt of the REAP grant without the prior written consent of the Board, unless such modification would not result in a change in position of priority.
4. The applicant shall fully document disbursement of REAP grant funds as required by the Board or its staff. Further, applicant shall maintain proper books, records, and supporting documentation, and make the same available for inspection by the Board or its staff. Disbursement of grant funds without supporting documentation shall be considered and deemed unauthorized expenditure of grant funds.
5. The applicant shall return any unexpended REAP grant funds to the Board within thirty (30) days of completion of the project or within thirty (30) days from the applicant's receipt of all invoices, whichever is later.

6. The project shall be to replace the coating system on the elevated storage tank as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application. Applicant is authorized to expend the REAP grant funds only for purposes of completing such project. The applicant shall return or otherwise pay to the Board, any REAP grant funds expended for unauthorized or unallowable purposes. Any funds due to be returned by the applicant under this paragraph shall additionally bear interest at the maximum rate allowed by law until repaid in full. Whenever there is any doubt as to whether an expenditure is authorized, the applicant shall consult with Board staff and obtain staff's answer before making the expenditure.
7. Furthermore, prior to and during the construction period, Seiling Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 18th day of June 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

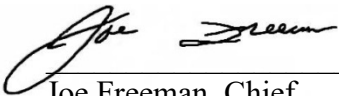
\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

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

(SEAL)

Reviewed By:

  
\_\_\_\_\_  
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-23-0180-G IN THE NAME OF THE )  
RURAL WATER DISTRICT NO. 3, STEPHENS COUNTY, )  
OKLAHOMA )

**PROPOSED  
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of June 2024. The Board finds that since the application for this grant has received a priority ranking of 38 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 \$190,888.75 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$190,888.75.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to fix eroding dikes on all cells, repair 8 butterfly valves, replace 2 pump control panels, and telemetry 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, Rural Water District No. 3, Stephens 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 18th day of June 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

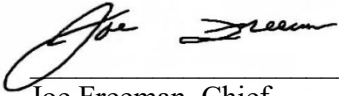
\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

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

Rural Water District No. 3, Stephens County, Oklahoma  
OWRB ARPA Grant No. ARP-23-0180-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".

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Joe Freeman, Chief  
Financial Assistance Division

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

**Applicant:** The Inola Public Works Authority, Rogers County

**Grant Application No.:** ARP-23-0024-DTG  
 American Rescue Plan Act Grant (“ARPA Grant”)

**Amount Requested:** \$250,000.00

**Designated Grant**

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

**Purpose:** The Inola Public Works Authority operates a wastewater system. The Green Valley Lift Station has reached the end of its useful life expectancy and is non-compliant with current ODEQ standards. The proposed project is to construct a new deeper and larger wet well to provide emergency storage, new pumps and piping, replacing approximately 2,750 LF of 8-inch force main, 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:	\$250,000.00	Project:	\$1,589,000.00
Muscogee Creek Tribal Matching Funds:	250,000.00		
Indian Health Services:	339,528.00		
Rogers County ARPA:	750,000.00		
<b>Total</b>	<u>\$1,589,528.00</u>	<b>Total</b>	<u>\$1,589,528.00</u>

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

IN THE MATTER OF AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION NO. ARP-23-0024-DTG )  
IN THE NAME OF THE INOLA PUBLIC WORKS )  
AUTHORITY, ROGERS COUNTY, OKLAHOMA. )

**PROPOSED  
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of June 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 \$250,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$250,000.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to construct a new deeper and larger wet well to provide emergency storage, new pumps and piping, and replacing approximately 2,750 LF of 8-inch force main. 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 Inola 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 18th day of June 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

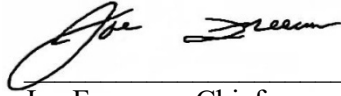
\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

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

The Inola Public Works Authority  
OWRB ARPA Grant No. ARP-23-0024-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".

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Joe Freeman, Chief  
Financial Assistance Division

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

**APPLICANT:** Rural Water District No. 1, Creek County, Oklahoma      **DATE RECEIVED:** 11/29/2022  
**COUNTY:** Creek      **APPLICATION NUMBER:** ARP-23-0176-G  
**Amount Requested:** \$474,050.00      **ARPA NUMBER:** ARPA-YY002306  
**Amount Recommended:** \$474,050.00

**PROJECT DESCRIPTION:** Rural Water District No. 1, Creek County, Oklahoma operates a water treatment plant and water distribution system. The area around the district is growing making the plant and system undersized. The proposed project is to loop the system together and upgrade a portion of water line to a 16-inch line, and all appurtenances required to complete the project. The estimated cost of the project is \$948,100.00 which will be funded by the ARPA grant of \$474,050.00 and local funds of \$474,050.00.

Priority Ranking			Priority Points
<b>Taps</b> <u>2,450</u>			
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)			
Water rate per 5,000 gal/month:	\$ 49.00	(X) Flat rate	<u>-3</u>
Sewer rate per 5,000 gal/month:	<u>0.00</u>	( ) Decreasing Block	<u>-2</u>
Total	\$ 49.00	( ) Uniform	<u>0</u>
		( ) Increasing Block	<u>+2</u>
	9 points	( ) Sales tax (W/S)	<u>+1</u>
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)			
Total Indebtedness:	\$ 2,949,000.00		
Monthly Debt Payment:	\$ 10,099.00		<u>0</u>
Number of Customers:	2450		
Monthly Payment Per Customer:	\$ 4.12		
<b>APCI Tier</b>	Tier 1	(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>38</u>

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

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION )  
NO. ARP-23-0176-G IN THE NAME OF THE )  
RURAL WATER DISTRICT NO. 1, CREEK COUNTY, )  
OKLAHOMA )

**PROPOSED  
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of June 2024. The Board finds that since the application for this grant has received a priority ranking of 38 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 \$474,050.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$474,050.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to loop the system together and upgrade a portion of water line to a 16-inch 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. 1, Creek 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 18th day of June 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

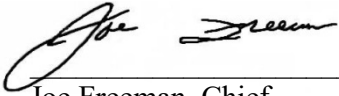
\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

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

Rural Water District No. 1, Creek County, Oklahoma  
OWRB ARPA Grant No. ARP-23-0176-G

Reviewed By:

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

Joe Freeman, Chief  
Financial Assistance Division



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

**APPLICANT:** Maysville Municipal Authority  
**COUNTY:** Garvin

**DATE RECEIVED:** 11/29/2022  
**APPLICATION NUMBER:** ARP-23-0152-G  
**ARPA NUMBER:** ARPA-YY002306  
**Amount Recommended:** \$1,000,000.00

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

**PROJECT DESCRIPTION:** Maysville Municipal Authority operates a water treatment plant that is currently under consent order with the DEQ for contamination and disinfection byproduct (DPB) violation issues. The proposed project is to construct a solids contact unity clarifier and rehabilitate the existing clarifier at the water treatment plant to reduce the DBP formation 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>1,486</u>			
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)			
Water rate per 5,000 gal/month:	\$ 51.78	( ) Flat rate	<u>-3</u>
Sewer rate per 5,000 gal/month:	<u>22.00</u>	( ) Decreasing Block	<u>-2</u>
Total	\$ 73.78	( ) Uniform	<u>0</u>
		(X) Increasing Block	<u>+2</u>
	10 points	( ) Sales tax (W/S)	<u>+1</u>
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)			
Total Indebtedness:	\$ 159,587.00		<u>0</u>
Monthly Debt Payment:	\$ 1,510.00		
Number of Customers:	578		
Monthly Payment Per Customer:	\$ 2.61		
<b>APCI Tier</b>	Tier 1.00	(Maximum: 24 points)	<u>24</u>
<b>LEGISLATIVE PORTAL REQUEST</b> (Maximum: 5 points)			<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-23-0152-G IN THE NAME OF THE )  
MAYSVILLE MUNICIPAL AUTHORITY, )  
GARVIN COUNTY, OKLAHOMA. )

**PROPOSED  
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of June 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 construct a solids contact unity clarifier and rehab existing clarifier at the water treatment plant to reduce the disinfection byproduct formation. 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, Maysville Municipal 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 18th day of June 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

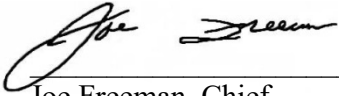
\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

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

Maysville Municipal Authority  
OWRB ARPA Grant No. ARP-23-0152-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:** Town of Clearview, Okfuskee County

**Grant Application No.:** ARP-23-0025-DPG  
American Rescue Plan Act Grant (“ARPA Grant”)

**Amount Requested:** \$1,153,846.00

**Designated Grant**

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

**Purpose:** Town of Clearview is served by the Okfuskee Rural Water District No. 3 for their water needs. The water lines that go through the town are undersized and need replacing. The proposed project is to replace approximately 5,367 linear feet of water line 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:	\$1,153,846.00	Project:	\$1,153,846.00
<b>Total</b>	<b><u>\$1,153,846.00</u></b>	<b>Total</b>	<b><u>\$1,153,846.00</u></b>

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

IN THE MATTER OF AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION NO. ARP-23-0025-DPG )  
IN THE NAME OF THE TOWN OF CLEARVIEW, )  
OKFUSKEE COUNTY, OKLAHOMA. )

**PROPOSED  
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of June 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 \$1,153,846.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$1,153,846.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to replace approximately 5,367 linear feet of 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, Town of Clearview 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 18th day of June 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

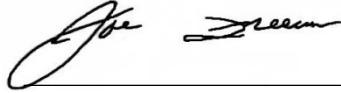
\_\_\_\_\_  
Jennifer Castillo, Chairman

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 horizontal line extending from the end of the name.

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Joe Freeman, Chief  
Financial Assistance Division

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

**Applicant:** Town of Vernon, McIntosh County

**Grant Application No.:** ARP-23-0034-DPG  
American Rescue Plan Act Grant (“ARPA Grant”)

**Amount Requested:** \$1,153,846.00

**Designated Grant**

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

**Purpose:** Town of Vernon (Town) has an issue with stormwater drainage. The Town’s roads flood during high rain events. The proposed project is to raise the roads in the four high flood areas to control storm water 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:	\$1,153,846.00	Project:	\$1,153,846.00
<b>Total</b>	<u>\$1,153,846.00</u>	<b>Total</b>	<u>\$1,153,846.00</u>

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

IN THE MATTER OF AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION NO. ARP-23-0034-DPG )  
IN THE NAME OF THE TOWN OF VERNON, )  
MCINTOSH COUNTY, OKLAHOMA. )

**PROPOSED  
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of June 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 \$1,153,846.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$1,153,846.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to raise the roads in the four high flood areas. 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 Vernon 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 18th day of June 2024, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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

ATTEST:

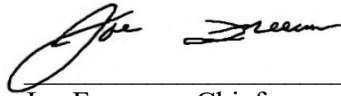
\_\_\_\_\_  
Suzanne Landess, Secretary

(SEAL)



Town of Vernon  
OWRB ARPA Grant No. ARP-23-0034-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 a long horizontal stroke at the end.

---

Joe Freeman, Chief  
Financial Assistance Division

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

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

June 18, 2024

**AGENDA ITEM 3D(1)**

**PROFESSIONAL SERVICES CONTRACT**

**WITH:** Centennial Law Group

**PURPOSE:** For professional legal services in relation to the Board's financial assistance programs.

**AMOUNT:** Not to exceed \$50,000.00. (OWRB to pay \$350.00 per billable hour)

**TERM:** July 1, 2024 through June 30, 2025

## PROFESSIONAL SERVICES CONTRACT

This contract is made and entered into this 18<sup>th</sup> day of June, 2024, by and between the Oklahoma Water Resources Board, hereinafter referred to as "Board" and the Centennial Law Group, attorneys licensed in the State of Oklahoma, hereinafter referred to as "Centennial".

Now, therefore, in consideration of the covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. Centennial will provide professional legal services as an independent contractor as set forth in the attached "Scope of Duties", and as requested by the Board or by the Chief of the Board's Financial Assistance Division in relation to the Board's financial assistance programs.
2. Board will pay Centennial \$350.00 per billable hour and reimburse Centennial for documented expenses approved by authorized Board Staff in an amount not to exceed \$50,000.00. Centennial will submit an invoice statement to the Board summarizing the work performed. Fees shall be due within 21 days of submission of an approvable invoice. The travel portion of expenses must be consistent with the State Travel Reimbursement Act, 74 O.S. §500.1 et seq.
3. Centennial agrees to make time records and expense records accessible to the Board and State Auditor and Inspector whenever the Board or State Auditor and Inspector desires to inspect such records.
4. This Contract shall become effective when all necessary signatures and approvals are obtained, and this Contract shall be in full force and effect until the earlier of i) one year from the effective date or ii) the date upon which the maximum billable hours set forth in (2) above is performed. Board and Centennial agree that this Contract may be terminated at any time by either party upon 30 days written notice. In the event of early termination initiated by the Board, Centennial will be due an equitable amount of the hourly fee for the billable hours under the Scope of Duties completed. Board and Centennial also agree that this Contract may be renewed by written agreement.
6. Books, records, 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, of Centennial relevant to this Agreement shall be subject to examination by the Board, the State Auditor and Inspector, and the State Purchasing Director of the State of Oklahoma. Centennial shall maintain accurate records and documentation of all expenditures of time and resources in fulfilling its obligations under this Agreement and shall retain the same for three (3) years following completion and/or termination of the Agreement. Access to such records and documentation shall be made available during reasonable business hours to any proper representative of the Board and State of Oklahoma for inspection, copying and audit purposes. If an audit, litigation, or other action involving such records is started before the end of the three-year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.

APPROVED:

OKLAHOMA WATER RESOURCES BOARD

Centennial Law Group

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

\_\_\_\_\_  
Jacob A. Bachelor                                      Date  
Oklahoma Bar Association #19744

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

## **SCOPE OF DUTIES**

1. Serve as Issuer's Counsel to the Board with regard to the Board's SRF bond issue(s), including document review, Board approval coordination, facilitate Council of Bond Oversight approval by preparing and submitting required forms and attending scheduled meetings, bond purchase contract execution logistics, interfacing with Attorney General and State Treasurer staff, closing coordination;
2. Provide training for incoming staff attorney(s) and other Board staff related to the bond issue process, municipal bond market industry environment, SRF bond structure models, and tax-exempt debt financing generally;
3. Consult with Board staff regarding private activity and private use, arbitrage rebate, Uniform Commercial Code issues, and other special projects as they arise;
4. Assist Board staff in drafting, editing, revising and commenting on form documents;
5. Prepare and deliver training sessions for Board Staff on the subject matter topics, as requested;
6. Attend in-person meetings and participate in telephone, conference calls, or video conferences with Board Staff regarding the subject matter topics, as needed;
7. Advise the Board on related legal issues as they arise in connection with the subject matter topics;
8. Assist Board Staff during the construction expenditures phase of loan projects by answering questions and troubleshooting problems, as needed; and
9. Other Duties as assigned by Board Staff

**AGENDA ITEM 3D(2)**

**AGREEMENT**

**WITH:** Rhithron Associates, Inc.

**PURPOSE:** For the provision of a stream monitoring program.

**AMOUNT:** Not to exceed \$44,000.00

**TERM:** For a period of one year from the date of execution



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## STATE OF OKLAHOMA CONTRACT WITH RHITHRON ASSOCIATES, INC.

This State of Oklahoma Contract (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services (“State”) on behalf of the Oklahoma Water Resources Board (“Agency”) and Rhithron Associates, Inc. (“Supplier”) and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature (“Effective date”). The term of the Contract is 1 year with the option to renew for 4 additional years.

### Purpose

The State is awarding the Contract to Supplier for the provision of a stream monitoring program. The required services shall include sorting and identification/enumeration of Freshwater Macroinvertebrates from collections gathered throughout Oklahoma by the Oklahoma Water Resource Board staff for the assessment of water quality condition and stream ecosystem health. as more particularly described in certain Contract Documents. Supplier submitted a proposal with no exceptions, BAFO, vendor documents or confidentiality requests. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Upon full execution of the Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
  - 2.1. SolicitationEV00000409, Attachment A;
  - 2.2. Extension of Close date and Q&A, Amendment 1;
  - 2.3. General Terms, Attachment B;
  - 2.4. Agency Terms, Attachment C;
  - 2.5. Reserved, Attachment D;
  - 2.6. Response to Specification and Price, Attachment E
3. The parties additionally agree:
  - 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not



3.2. confidential and are disclosable without further approval of or notice to Supplier. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

4. The parties recognize that while the State of Oklahoma is executing this contract, payment obligations rest solely with the Oklahoma Water Resources Board and OMES shall not be responsible for such.

Please send invoices and billing inquiries to:

3800 N Classen Blvd  
Oklahoma City OK 73118

AccountsPayable@owrb.ok.gov

5. The undersigned Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Contract are included herein.

6. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**STATE OF OKLAHOMA**  
**by and through the**  
**OFFICE OF MANAGEMENT AND**  
**ENTERPRISE SERVICES**

**Rhithron Associates, Inc.**

By:

By:



Name:

Name: Sean Sullivan

Title:

Title: Operations Officer

Date:

Date: May 31, 2024

The Oklahoma Water Resources Board is additionally executing this Contract Document to memorialize its involvement in negotiation of and its agreement with the terms of the Contract.

**OKLAHOMA WATER RESOURCES BOARD (“OWRB”)**

\_\_\_\_\_  
**Jennifer Castillo, Chairman** **Date**

**ATTEST:**

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

**ATTACHMENT A**  
**SOLICITATION/EVENT NO. EV00000409**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**PURPOSE**

The Contract is awarded on behalf of the Oklahoma Water Resources Board (OWRB), for a stream monitoring program. The required services shall include sorting and identification/enumeration of Freshwater Macroinvertebrates from collections gathered throughout Oklahoma by OWRB staff for the assessment of water quality condition and stream ecosystem health..

**1. Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

**2. Contract Requirements**

Certain Contract requirements and terms are set forth below as Exhibit 1 and incorporated herein.

**Exhibit 1**

**Statement of Work**

**Freshwater Macroinvertebrate, Sorting, Identification, and Enumeration**

**1.0 DEFINITIONS**

**1.1. General Definitions**

1.1.1. “Contractor” means the supplier who is selected by and enters into a contract with the OWRB to provide the products and services in accordance with this Statement of Work and applicable contract documents.

1.1.2. “Date of Execution” shall be the date of award issued by the Department of Central Services, Central Purchasing Division.

1.1.3. “Excusable Delays” means delays completely beyond the control of the responsible party, including but not limited to: inclement weather preventing normal operation, power failure, fires, natural disasters other than inclement weather, and forced closure by outside authority (evacuation, etc.).

- 1.1.4. “Proper Invoice” means an invoice submitted by the Contractor that includes all requirements for processing for payment in accordance with the terms of the contract and applicable state or federal statutes, including but not limited to the Contractor’s business name and address, invoice number, invoice date, purchase order number, rate, service performed, and such documentation as may be required by the OWRB or State law or regulation.
- 1.1.5. “Sample Receipt” means the date the sample is received by the Contractor.
- 1.1.6. “Section” means the text of any enumerated subdivision of this Statement of Work (e.g., 3.1.1), or group of enumerated subdivisions under a bolded or underscored heading (e.g., all of the subdivisions numbered 1.1.1 through 1.1.7 under 1.1 General Definitions, or all of the subdivisions numbered 1.1.1 through 1.2.6 under **1.0 DEFINITIONS**), as the context requires.
- 1.1.7. “Statement of Work” means this Statement of Work document in its entirety.

## 1.2. Technical Definitions

- 1.2.1. “Chain of Custody” means the set of procedures for documenting the history and possession of a sample from the time of collection through analysis and data reporting.
- 1.2.2. “Freshwater Macroinvertebrate” means an animal without a backbone that is longer than 0.5 millimeter living in one stage of its life cycle, usually the nymph or larval stage.
- 1.2.3. “Project” means a task, activity, or group of tasks or activities undertaken by the OWRB for the purpose of monitoring, studying, improving, cleaning up, or gathering information about the quality or quantity of water resources.
- 1.2.4. “Project Year” is a twelve (12) month time period following the initiation of work by OWRB staff on a given project. This 12 month time period will not necessarily coincide with a 12 month calendar year which begins January 1 and ends December 31.
- 1.2.5. “Un-Sorted Sample” means an un-processed group of organisms collected by methods obtained in OWRB’s macroinvertebrate standard operating procedures (SOP’s). Sub-sampling protocols will follow methods outlined in OWRB’s macroinvertebrate SOP’s and may be either a 100 or a 300 count subsample. NOTE: All sorted samples will be retained by the contractor for subsequent enumeration and identification.
- 1.2.6. “Sorted Sample” means a group of organisms subsampled from a single collection. Sorted samples are 100 count sub samples but may exceed that number depending on grid density. The intent is to sample at the 100-count level, but some sorted samples may have between 100-300 specimens because chosen squares are fully picked. Conversely, occasional samples may have less than the 100-count target.
- 1.2.7. “Voucher Library” means a curated, synoptic library/collection provided to the OWRB that represents a permanent record of all the different Freshwater Macroinvertebrate organisms identified from the sorted samples.

## 2.0 **WORK REQUIREMENTS**

- 2.1. Contractor shall sort at least two hundred fifty (250) and up to five hundred (500) unprocessed Freshwater Macroinvertebrate samples received from the OWRB during the term of this agreement.
- 2.2. Contractor shall identify Freshwater Macroinvertebrates by processing and reporting upon at least two hundred fifty (250) and up to five hundred (500) sorted samples received from the OWRB during the term of this agreement.
- 2.3. Contractor shall identify and enumerate all taxa in each sorted sample, except Chironomids and Oligochaete worms, to genus level using generally accepted taxonomic methods approved by organizations such as the American Entomological Society (AES) and the United States Environmental Protection Agency (USEPA).
- 2.3.1. Chironomids shall be identified to subfamily or tribe.

2.3.2. Oligochaetes shall be identified to class or genus.

### **3.0 DELIVERABLES**

- 3.1. Contractor shall generate a Sample Report for each sample which shall include the following:
  - 3.1.1. Each individual Sample Report shall be entered into a Microsoft Excel or Access compatible format and shall be provided to the OWRB as a hardcopy and as an electronic copy. Each Sample Report shall include the items set forth in Sections 2.0 and 3.0.
  - 3.1.2. Each Sample Report shall include all information contained on the sample login sheet (e.g., station name, station ID, station legal description, county, type of collection, date collected and sub-sampled, etc.).
  - 3.1.3. Each Sample Report shall enumerate each individual result with both common and scientific name.
  - 3.1.4. Each Sample Report shall also include pertinent taxonomic groups for each enumerated individual.
  - 3.1.5. Each Sample Report shall provide a comprehensive set of calculated metrics for each sorted sample. Metrics and metric types to be calculated are listed in Exhibit B of this document.
- 3.2. All completed Sample Reports must be delivered to OWRB no later than ninety (90) calendar days after Sample Receipt.
- 3.3. The Contractor shall deliver to OWRB a faxed/electronic copy of the completed Chain of Custody form for a sorted sample or group of sorted samples no later than fourteen (14) calendar days after Sample Receipt.
- 3.4. The original completed Chain of Custody for each sorted sample shall be provided to the OWRB at the end of each Project Year.
- 3.5. A final Yearly Report detailing results of the sampling identification and reporting for the preceding Project Year, on compact disc in a Microsoft Excel or Access compatible format, shall be delivered to OWRB no later than sixty (60) calendar days after the end of the Project Year.
- 3.6. A Voucher Library of all identified specimens shall be made available by the Contractor to staff of the OWRB for review at the end of the project.
- 3.7. All samples minus catalogued Library Voucher specimens shall be returned to the OWRB at the end of each Project Year.

### **4.0 GOVERNMENT FURNISHED ITEMS OR SERVICES**

- 4.1. The OWRB will deliver to the Contractor all Freshwater Macroinvertebrate samples to be sub-sampled, and/or identified and enumerated as described in Sections 3.0 and 4.0.
- 4.2. OWRB shall provide, with each delivery of samples, a Chain of Custody form for the Contractor to complete.

### **5.0 INSPECTION/REPORTING REQUIREMENTS** **[Not applicable for this agreement.]**

### **6.0 UNUSUAL OR SPECIAL CONDITIONS**

- 6.1. This agreement may be terminated by the OWRB with final approval by OMES, Central Purchasing Division at any time due to lack of funding to support the agreement or OWRB's final, non-review able determination that the Contractor has not met the specific terms of the agreement.
- 6.2. The initial agreement may be renewed for up to four additional one-year periods at the option and by the mutual agreement of both parties, with the same terms and conditions and charges not to exceed original bid amounts.
- 6.3. Excusable Delays shall not be held against either party.
- 6.4. The term of the agreement shall extend 365 days after the Date of Execution.
- 6.5. The Contractor selected to provide the services described in this Statement of Work will be chosen using "Best Value" criteria. Please see Exhibit A for details on the evaluation process.

## **7.0 APPLICABLE LAWS, REGULATIONS, PUBLICATIONS, FORMS**

- 7.1. This Statement of Work, the accompanying Request for Proposal and each of its components and any contract that may be awarded are all governed by and subject to the laws of the State of Oklahoma.
- 7.2. If payment is received by the Contractor in excess of 45 calendar days after the later of the date of a Proper Invoice, the date the OWRB receives a Proper Invoice from the Contractor, or the date of receipt by the OWRB of the goods or services in an acceptable condition specified by the contract or purchase order, the Contractor may be entitled to claim an interest penalty. Oklahoma Statutes Title 62, Sections 41.4a through 41.4d; and Oklahoma Administrative Code Title 260, Chapter 10. For a copy of these rules, Contractor may contact the Office of State Finance, Room 122, State Capital Building, Oklahoma City, Oklahoma 73105.
- 7.3. The "General Provisions" included with this Statement of Work are incorporated herein by reference and made a part hereof.

## Exhibit A

### Solicitation Requirements

The following items must be addressed in responding to this Request for Proposal. The OWRB encourages the suppliers to be concise and to the point in their bid.

- **8.0 Fees and Expenses**

- OWRB estimates a minimum of 250 and a maximum of 500 samples per 12-month period. Please list separately cost per sample for each schedule detailed below. Please indicate if there is a schedule that cannot be processed. Weight will be given for each schedule that can be processed.
- A detailed price for each sorting schedule. NOTE: All sorted samples will be retained by the contractor for subsequent enumeration and identification. These include:
  - Sorting Schedule 1: According to OWRB procedures, a 100-count subsample will be completed from a non-sorted sample.
  - Sorting Schedule 2: According to OWRB procedures, a 300-count subsample will be completed from a non-sorted sample..
- A detailed price for each identification schedule. These include:
  - Identification Schedule 1: All organisms to genus excepting Chironomids (to subfamily) and Oligochaetes (to class).
  - Identification Schedule 2: All organisms to genus excepting Chironomids (to tribe) and Oligochaetes (to class).
  - Identification Schedule 3: All organisms including Oligochaetes to genus excepting Chironomids (to subfamily).
  - Identification Schedule 4: All organisms including Oligochaetes to genus excepting Chironomids (to tribe).
  - Identification Schedule 5: All organisms to genus.
- Identification schedule for each sample will be denoted on the chain of custody.

- **9.0 Required Experience – Bidding Entity**

- The Bidding Entity must disclose the entity's number of years of experience in the identification of freshwater macroinvertebrates. Additionally, the Bidding Entity must disclose the number of years of experience in the identification of macroinvertebrates occurring in the various lotic habitats of the south-central/southwestern United States. Please also disclose the number of years of experience in identifying organisms collected within the state of Oklahoma. Weight will be given to Bidding Entities with more experience.
- The Bidding Entity must list any previous or ongoing contracts for identification of freshwater macroinvertebrates with federal and/or state agencies, if any. Weight will be given to Bidding Entities that within the past 5 years have had contract(s) requiring the identification of freshwater macroinvertebrates collected within the state of Oklahoma.

- **9.1 Required Experience – Referenced Taxonomist(s)**

- The lead taxonomist for the project must disclose the number of years of experience he or she has in the identification of freshwater macroinvertebrates. Additionally, the lead taxonomist must disclose the number of years of experience in the identification of macroinvertebrates occurring in the various lotic habitats of the south-central/southwestern United States. Please also disclose

the number of years of experience identifying organisms collected within the state of Oklahoma. Weight will be given to lead taxonomists with more experience.

- The lead taxonomist for the project must list any previous or on going work directing freshwater macroinvertebrate taxonomic projects for federal and/or state agencies, if any. Weight will be given to lead taxonomists with federal and/or state agencies projects.

- **9.2 Work Requirements/Deliverables**

- Please respond to the Entity's ability to meet all requirements listed in the statement of work, specifically work requirements section 2.1 and all of Section 3.0 "Deliverables". Please discuss in detail the entity's ability to process up to 500 samples in the 12-month period. Also, comment on each of the Deliverables and the entity's ability to comply.

- **9.3 Required Curriculum Vitae, Memberships, and Certifications**

- The Bidding Entity should submit curriculum vitae of relevant personnel including any publications in refereed scientific journals and presentations at regional and/or state meetings or conferences. Provide complete curriculum vitae with proposal response. Scoring weight will be given to the bidding entity with a number of publications in journals and presentation and a number of staff in advanced degrees in disciplines related to the contract needs.
- OWRB would prefer the Bidding Entity have a current membership in at least one relevant scientific organization such as the AES or the Society for Freshwater Science (SFS), formerly North American Benthological Society (NABS).
- OWRB would prefer the Bidding Entity employ individuals with current SFS/NABS certifications in macroinvertebrate taxonomy. Weight will be given to type and number of certifications as well as number of individuals holding certifications.

- **9.4 References**

- References: Provide a minimum of two references for contract work related to the identification of freshwater macroinvertebrates. OWRB would prefer at least one reference be from a governmental entity.

All proposal responses will be reviewed to determine their responsiveness. All responsive proposals will be evaluated by an evaluation committee consisting of OWRB Staff that will examine each proposal response and use a scoring tool to evaluate the four items described above using "Best Value" criteria. The order in which the criteria items are listed does not establish priority. A staff member independent of the committee will contact at least two references provided from each proposal response and submit the findings to the committee. The committee will rank the proposals and make an award recommendation to the Department of Central Services, Central Purchasing Division for their review and issuance of award.



## Exhibit B

### Metric Categories and Metrics to be Calculated for Each Sample

<b>Dominance Measures</b>	<b>Abundance Measures</b>	<b>Functional Group Composition</b>	<b>Biotic Indices</b>
Dominant Taxon	Corrected Abundance	% Filterers	% Individ. w/ HBI Value
Dominant Abundance	EPT Abundance	% Gatherers	Hilsenhoff Biotic Index
2nd Dominant Taxon	<b>Community Composition</b>	% Predators	% Individ. w/ MTI Value
2nd Dominant Abundance		% Scrapers	Metals Tolerance Index
3rd Dominant Taxon	% Plecoptera	% Shredders	% Individ. w/ FSBI Value
3rd Dominant Abundance	% Trichoptera	% Piercer-Herbivores	Fine Sediment Biotic Index
% Dominant Taxon	% EPT	% Unclassified	FSBI - average
% 2 Dominant Taxa	% Coleoptera	Filterer Richness	FSBI - weighted average
% 3 Dominant Taxa	% Diptera	Gatherer Richness	% Individ. w/ TPM Value
<b>Richness Measures</b>	% Oligochaeta	Predator Richness	Temp. Pref. Metric - average
Species Richness	% Baetidae	Scraper Richness	TPM - weighted average
EPT Richness	% Brachycentridae	Shredder Richness	<b>Karr BIBI Metrics</b>
Ephemeroptera Richness	% Chironomidae	Piercer-Herbivore Richness	Long-Lived Taxa Richness
Plecoptera Richness	% Ephemerellidae	% Multivoltine Species	Clinger Richness
Trichoptera Richness	% Hydropsychidae	% Univoltine Species	% Clingers
Chironomidae Richness	% Odonata	Unclassified	Intolerant Taxa Richness
Oligochaeta Richness	% Perlidae	<b>Diversity/Evenness Measures</b>	% Tolerant Individuals
Non-Chiro. Non-Olig. Richness	% Pteronarcyidae	Shannon-Weaver H' (log 10)	% Tolerant Taxa
Rhyacophila Richness	% Simuliidae	Shannon-Weaver H' (log 2)	Coleoptera Richness
	% Non-Hydropsychidae Trichoptera	Shannon-Weaver H' (log e)	
	# Non-Hydropsychidae Trichoptera / Total # Trichoptera	Margalef's Richness	
		Pielou's J'	
		Simpson's Heterogeneity	



**Date of Issuance:** 3/25/2024

**Solicitation No.** EV00000409

**Requisition No.** 8350000699

**Amendment No.** \_\_\_\_\_

Hour and date specified for receipt of offers is changed:  No  Yes, to: 4/4/2024 1:00 PM CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly in the subject line of the email.

**RETURN TO:** [Supplier Portal \(oklahoma.gov\)](http://supplierportal.oklahoma.gov)

Darlene Saltzman  
Contracting Officer

(405)  
Phone Number

Darlene.Saltzman@omes.ok.gov  
E-Mail Address

**Description of Amendment:**

a. This is to incorporate the following:

On behalf of the State of Oklahoma, the Office of Management and Enterprise Services (OMES) gives notice of the following:

**The bid close date has been extended one week until April 4, 2024 at 1:00PM**

Also, all questions concerning this solicitation, received during the Q&A period, which closed on 3/14/2024, and procurement/agency responses are detailed below:

1. Would you be able to send me the SOP for doing this work in OK and/or any pertinent information about the fauna in Oklahoma? [TITLE: \(oklahoma.gov\)](http://oklahoma.gov) The 2024 SOP on our web site only describes field collection and preservation procedures. The 2016 version (available upon request) also describes sorting procedures. Our agency has never Identified or calculated any metric packages. This work has been the requirement of the contract lab. No OWRB SOP exists for ID or Metric calculation.
2. Can OKWRB please provide the most updated copy (or link to) of their Macroinvertebrate Standard Operating Procedure? Yes, same as above

**Section 1.2.5. "Un-Sorted Sample" means an un-processed group of organisms collected by methods obtained in OWRB's macroinvertebrate standard operating procedures (SOP's). Sub-sampling protocols will follow methods outlined in OWRB's macroinvertebrate SOP's and may be either a 100 or a 300 count subsample. NOTE: All sorted samples will be retained by the contractor for subsequent enumeration and identification.**

3. Will samples be identified on the Chain of Custody as to which target count applies to which sample ,100 or 300? All samples will require a 100ct and 300ct. The 100-count only applies to samples with less than or equal to 100 individuals in the entire sample and this can happen but is rare.

4. Is each 300 count sample expected to achieve a 100 AND a 300 count subsample, unless the whole sample does not contain at least 300 individuals? The OKWRB SOP states that if 300 count target subsample is requested a 100 count subsample is generated first (unless greater than 300 individuals in first grid) and then the remaining target is a combined ( 300 count subsample). Are both of these to be identified and reported on separately? If each sample is expected to have a 100 count AND a 300 count fraction this will increase the costs of sample analysis (subsampling, taxonomy, data analysis etc.). Each un-sorted sample will require a 100ct and 300ct sample proportion. Sample is distributed onto a gridded tray, squares are chosen and picked randomly. If in the first square, a 100ct is achieved, this is considered the 100ct sample and is labeled as such. Then, the count is continued on from the 100ct total to a count of at least 300 organisms. Then, the second vial is labeled as the 300ct sample. If in the first square you pick 300 + individuals, this will be the 100ct and 300ct sample in one vial. Either way, the reports will be separate (a 100ct report and 300ct report).

5. OWRB's macroinvertebrate SOP (dated in document as May 2013, also revised 2016?) details the use of a 28 gridded tray, standard Caton trays (Caton 1991) are 30 grids, since this would still provide a proportion of sample used to estimate densities would a standard Caton tray be acceptable for OKWRB? It would be fine to use but just separate the material into 28 squares (grids) and omit using the last two squares (grids).

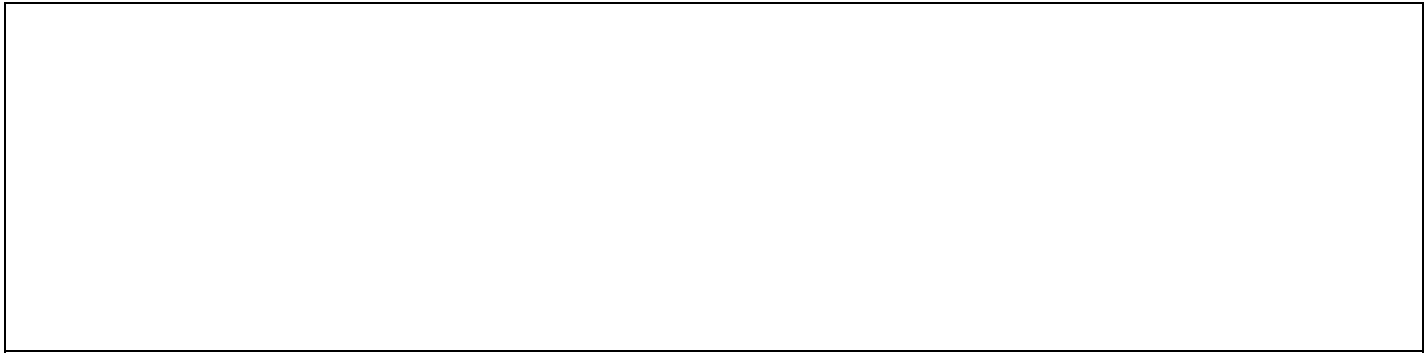
**Caton, L.W. (1991) Improved subsampling methods for the EPA Rapid Bioassessment benthic protocols. Bulletin of the North American Benthological Society 8, 317–319.**

6. Can OKWRB provide an example of the deliverable package expected as part of this work? Yes, we can provide an example of this. The deliverable package includes both the taxonomic results and metric calculations.

7. Will any manipulation of taxonomic data (i.e., hierarchy) be necessary to obtain multiple metric and taxonomic results from a single sample, for example, will results be reported at multiple taxonomic levels for each sample/ subsample? Yes, some manipulation of taxonomic data may be necessary. Yes, that is the type of results our previous contract lab has provided for us in the past.

8. Will OWRB be able to provide definitions to all the metrics in Exhibit B and their associated index calculations? For example, the "FSBI" has two iterations which are calculated differently, is the State referencing the Relyea et al. 2012 method or the Relyea et al. 2000 Method? There are many thermal preference models with macroinvertebrates is there a specific one that the contractor should be using? The current macroinvertebrate IBI for Oklahoma focuses on six metrics for assessments. These metrics are taxa richness, EPT richness, %EPT, Shannon Weaver diversity index, %2 dominant taxa, and a modified Hilsenhoff Biotic Index (HBI). The other metric calculations that our contract laboratory performs for us are done so by using the current standard and the best professional judgement of accredited professionals that are trained in macroinvertebrate taxonomy and identification for our region. For further info on entire suite of Metrics associated with this Bid, please refer to the BIOMON R Package: [tetrattech-wtr-wne.shinyapps.io/BioMonTools/](http://tetrattech-wtr-wne.shinyapps.io/BioMonTools/)

9. Price matrix, can a formula be presented to know which cells would be added to create a single 300 count per sample price with taxonomy to genus? If understanding the SOP correctly a 300-count subsample request is in effect a 100 count/ 300 count subsample (sorting) and then a 100 count and 300 count ID would this be the sum of cells B4, C5, B10, and C10 of Exhibit 2 of the bid? The price for a 100ct (if this happens) would be the sum of B4 and B10. A 100/300ct (most samples) would be the sum of cells C5 and C10.



b. All other terms and conditions remain unchanged.

<u>Rhithron Associates, Inc.</u> Supplier Company Name ( <b>PRINT</b> )	<u>4/3/2024</u> Date
Sean Sullivan	Operations Officer
<u>Authorized Representative Name</u> <b>(PRINT)</b>	<u>Authorized Representative Signature</u>

## **ATTACHMENT B**

### **STATE OF OKLAHOMA GENERAL TERMS**

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with the Contract awarded by the State of Oklahoma by and through the Office of Management and Enterprise Services.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

#### **1 Scope and Contract Renewal**

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

## **2 Contract Effectiveness and Order of Priority**

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Amendment;
- B.** any applicable Solicitation;
- C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Amendment.

- 2.4** Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

### **3 Modification of Contract Terms and Contract Documents**

- 3.1** The Contract may only be modified, amended, or expanded by an Amendment. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2** Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.
- 3.3** Except for information deemed confidential by the State pursuant to applicable law, rule, regulation, or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
- 3.4** Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no Contract Document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State. If Supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.
- 3.5** To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a

conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

#### 4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Amendment** means a mutually executed, written modification to a Contract Document.
- 4.3 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 4.4 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.5 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.6 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Amendment.
- 4.7 **Customer** means the governmental entity receiving goods or services contemplated by the Contract.
- 4.8 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.



- 4.9 Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.10 Governmental Entity** means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.
- 4.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees, and designees thereof.
- 4.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 OAC** means the Oklahoma Administrative Code.
- 4.15 OMES** means the Office of Management and Enterprise Services.
- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does

not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.

**4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## **5 Pricing**

**5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

**5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.

**5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product

deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

## **6 Ordering, Inspection, and Acceptance**

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

## **7 Invoices and Payment**

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be

issued to Supplier.

- F. Supplier shall have no right of setoff.
- G. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H. The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

## **8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

**8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a notice of cancellation and includes the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$2,000,000 per occurrence;

- C. Automobile Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit each accident;
- D. If the Supplier will access, process, or store state data, then Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- E. Additional coverage required in writing in connection with a particular Acquisition.

**8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or Supplier's employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, Supplier's employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

**8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

## **9 Compliance with Applicable Laws**

**9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
- B. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA

List of Violating Facilities under nonexempt federal contracts, grants or loans;

- C.** Prospective participant requirements set at 2 C.F.R. part 376 in connection with Debarment, Suspension and other responsibility matters;
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
- G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
- H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify);
- I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
- J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information

Security Policy, Procedures, Guidelines  
set forth at

[https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG\\_0.pdf](https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG_0.pdf)

. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.

- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.



**9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

## **10 Audits and Records Clause**

**10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, 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. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

**10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, 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 two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

**10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

## **11 Confidentiality**

**11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with

and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

**11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.

**11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.

**11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access,

acquisition, disclosure or other dissemination of State or citizen data and records.

- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- 11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
- 11.7** Customer may be provided access to Supplier's Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

**11.8** Except for information deemed confidential by the State pursuant to applicable law, rule, regulation, or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to the Supplier.

## **12 Conflict of Interest**

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

## **13 Assignment and Permitted Subcontractors**

**13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

**13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

**13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written

approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

**13.4** All payments under the Contract shall be made directly to the Supplier, except as provided in 13.1 above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

**13.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

#### **14 Background Checks and Criminal History Investigations**

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

## **15 Patents and Copyrights**

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

## **16 Indemnification**

### **16.1 Acts or Omissions**

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
  
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable

option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

## **16.2 Infringement**

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

## **16.3 Notice and Cooperation**

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

## **16.4 Coordination of Defense**

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of

Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

## **16.5 Limitation of Liability**

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

## **17 Termination for Funding Insufficiency**

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency,



Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

**17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded.

**17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

## **18 Termination for Cause**

**18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

**18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines

that an administrative error in connection with award of the Contract occurred prior to Contract performance.

**18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

**18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-1 is an example.

## **19 Termination for Convenience**

**19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

**19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been

accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

## **20 Suspension of Supplier**

**20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

**20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

**20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

## **21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in

addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

## **22 Certification Regarding State Employees Prohibition From Fulfilling Services**

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

## **23 Force Majeure**

**23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

**23.2** Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

**23.3** Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality,

indemnification, data security or breach notification obligations set forth herein.

## **24 Security of Property and Personnel**

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

## **25 Notices**

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

### **If sent to the State:**

State Purchasing Director  
2401 N. Lincoln Blvd., Second Floor  
Oklahoma City, Oklahoma 73105

### **With a copy, which shall not constitute notice, to:**

Purchasing Division Deputy General Counsel  
2401 N. Lincoln Blvd., Second Floor  
Oklahoma City, Oklahoma 73105

## **26 Miscellaneous**

### **26.1 Choice of Law and Venue**

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.7(F),

where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma. The State expressly declines any terms that minimize its rights under Oklahoma law, including but not limited to, Statutes of Limitations.

## **26.2 No Guarantee of Products or Services Required**

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

## **26.3 Employment Relationship**

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

## **26.4 Transition Services**

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

## **26.5 Publicity**

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

## **26.6 Open Records Act**

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.*

Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

#### **26.7 Failure to Enforce**

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

#### **26.8 Mutual Responsibilities**

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

#### **26.9 Invalid Term or Condition**

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract

or any non-conflicting applicable State or federal law or regulation is not waived.

#### **26.10 Severability**

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **26.11 Section Headings**

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

#### **26.12 Sovereign Immunity**

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

#### **26.13 Survival**

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

#### **26.14 Entire Agreement**

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.



### **26.15 Gratuities**

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

### **26.16 Import/Export Controls**

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

# ATTACHMENT C

## AGENCY TERMS

### I. DEFINITIONS

Definitions: As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

**Acquisition:** means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental.

**Addendum:** means a written restatement of or modification to a Contract Document executed by the Supplier and State.

**Bid:** means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation.

**Bidder:** means an individual or business entity that submits a bid in response to a solicitation.

**Consultant:** includes architects, engineers and other recognized consultants that may be necessary to plan a construction project (61 O.S. §61).

**Construction:** generally means the process of planning, acquiring, designing, building, equipping, altering, repairing, improving, maintaining or demolishing any structure or appurtenance thereto including facilities, utilities, or other improvements to any real property.

**Contractor, Supplier. or Vendor:** means an individual or business entity that sells or desires to sell acquisitions to state agencies.

**Customer Data:** shall mean all data supplied by or on behalf of Customer in connection with the Contract, excluding any confidential information of Vendor.

**Data Breach:** shall mean the unauthorized access by an unauthorized person that results in the access, use, disclosure or theft of Customer Data.

**Environmentally Preferable Goods And Services (EPGS):** are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services that serve the same purpose. Environmentally preferable goods may also have one or more of the following characteristics: reduced packaging, ease of reuse, refurbishment, remanufacture, or recycling at end of life, reduction of greenhouse gas emissions and air contaminants, improved energy and water efficiency, use of alternative sources of energy and fuels, reduced waste, and practices that support reuse and recycling, use of renewable resources, reduced exposure to toxins and hazardous substances, and promote practices that support and sustain healthy communities and social.

**Mandatory And Non-Mandatory Terms:** Whenever the terms “shall”, “must”, “will”, or “is required” are referred to is a mandatory terms. Failure to meet any mandatory will result in noncompliance. Whenever the terms “can”, “may”, or “should” are referred to be a desirable item and preferred by OWRB but will not result in noncompliance.

**Non-Public Data:** shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

**Oklahoma Water Resources Board (OWRB):** also referenced as the agency. OWRB is organized according to operational needs identified by the statutory responsibilities outlined in it empowering legislation. The organization consists of the Office of Executive Director, Administrative Services Division, Finance Assistance Division, Water Quality Division and Water Right Division and Engineering and Planning Division, each of which is responsible for the management of specific environmental program areas: For more information please visit our agency website : <https://www.owrb.ok.gov/>

**Personal Data:** shall mean Customer Data that contains 1) any combination of an individual’s name, social security numbers, driver’s license, state/federal identification number, account number, credit or debit card number and/or 2) contains electronic protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996, as amended.

**Provide:** means that all coordination and materials must be included for an item and should be included in the bid cost.

**Security Incident:** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the hosted environment used to perform the services

**Solicitation:** means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation.

## ii. REFERENCE WEBSITES:

- i. OWRB - <http://www.owrb.ok.gov/>
- ii. Oklahoma Office on Management and Enterprise Services: <https://omes.ok.gov/>
- iii. United States Environmental Protection Agency - <https://www.epa.gov/>
- iv. United States Department of Labor: <https://www.dol.gov/>
- v. Oklahoma Department of Labor: <https://www.ok.gov/odol/>

### III. GENERAL PROVISIONS

**Executed Contract:** The date of commencement of work shall be the date of the Notice to Proceed issued by the agency and affixed to the Purchase Order issued to encumber the cost of work and Executed Contract. This contract is a fixed price contract. Projects may be invoiced after services have been complete. Projects may be incrementally invoiced on a monthly basis, only if services on invoices have been rendered. Final payment will not be made until agency has verified project completion and is satisfied with all services rendered. No payment will be made to contractor until services are rendered and verified. No work can commence until Supplier has received a fully executed Notice to Proceed and Purchase Order. Any work commenced before the Notice to Proceed is an Unauthorized Obligation.

**Procurement Ethics:** prohibited conduct (a) Standard of conduct. The Oklahoma Central Purchasing Act, State Ethics Commission rules and other state laws contain regulations, prohibitions and penalties governing procurement ethics. Transactions relating to the public expenditure of funds require the highest degree of public trust and impeccable standards of conduct. (b) One year limitation for certain contracts. Unless otherwise provided by law, a state agency is prohibited from entering into a sole source contract, a professional service contract or a contract for the services of any person, who has terminated employment with or who has been terminated by that agency for one (1) year after the termination date of the employee from the agency. [Reference 74 O.S. §85.42(A)] An agency may enter into a sole source contract or a contract for professional services at any time with a person who is a qualified interpreter for the deaf. [Reference 74 O.S. §85.42(D)].

(c) Supplier gratuities. The State Purchasing Director and any state employee or agent of the State Purchasing Director, acting within the scope of delegated authority, or any member of their immediate family, under the Oklahoma Central Purchasing Act shall not accept any gift, donation, or gratuity for himself or any member of his immediate family from any supplier or prospective supplier of any acquisition covered by the Oklahoma Central Purchasing Act. This subsection shall not apply to exceptions to the definition of "anything of value" established in rules promulgated by the Oklahoma Ethics Commission. [Reference 74 O.S. §85.13].

**Publicity:** The award of a Contract, purchase order, or any other documentation to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State. All publicity shall be ran through the OWRB External Affairs Division.

**Oklahoma Open Records Act:** All documents are subject to public disclosure in accordance with the Oklahoma Open Records Act. All material submitted becomes the property of the State.

**Energy Conservation:** Oklahoma is an energy conservation State and we welcome any comments on the Suppliers response that would indicate energy savings

**Environmental Conservation:** Oklahoma is an energy conservation State and we welcome any comments on the Suppliers response that would indicate environmental protection and conservation to the State. Suppliers shall use EPGS products. IF EPGS products are not available, supplier shall right a justification on why they are not used.

**Oral Agreements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract. All modifications to the contract must be made in writing by the OWRB and signed by the Chief Administrative Officer.

**Non-Collusion:** Neither the Supplier nor anyone subject to the Supplier's direction or control has been a party: A). to any collusion among Suppliers in restraint of freedom of competition by agreement to contract at a fixed price or to refrain from submitting supplier contract information; B). to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor; C) in any discussions between the awarded Supplier and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor; D)to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title. E). Neither the Supplier nor anyone subject to the Supplier's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein. F). For the purpose of a contract for services, the Supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Supplier to fulfill any of the services provided for under said contract.

**Conflict Of Interest:** The Contract hereunder is subject to the provisions of the Oklahoma Statutes. The Supplier certifies the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies has been disclosed. Further, the Supplier certifies the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Suppliers' firm or any of its branches has been disclosed prior to the Contract.

**Compliance With Applicable Laws:** The Contract shall be subject to Oklahoma case law, the Oklahoma Central Purchasing Act (74 O.S.85.1), Central Purchasing Rules, and other statutory requirements as applicable.

**Registration:** Suppliers pending contract award MUST register with the state pursuant to 74 O.S. § 85.33.B. Online registration and additional information may be found:

<https://oklahoma.gov/omes/services/purchasing/supplier-portal.html>

**Funding:** Due to possible future reductions in State and/or Federal appropriations, the OWRB cannot guarantee the continued availability of funding for this contract, notwithstanding the

consideration stated above. In the event funds to finance this contract become unavailable, either in full or in part, due to such reductions in appropriations, the OWRB may terminate the contract or reduce the consideration upon notice in writing to Contractor. The Department shall be the final authority as to the availability of funds. In the event of non-appropriation or discontinuance of funding for this contract, the vendor will be paid for products and/or services provided up to the effective date of termination.

**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 successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) 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 (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

**Non-Appropriation Clause:** The terms of any Contract resulting from the solicitation and 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 agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

**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.

**Choice Of Venue:** Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

**Termination For Cause:** The supplier 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 supplier. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, 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.

**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 supplier 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 supplier.

**Compliance With The Oklahoma Taxpayer And Citizen Protection Act Of 2007:** The Vendor certifies that it and all proposed subcontractors and suppliers, whether known or unknown at the time this contract is executed or awarded, will comply with the provisions of the Oklahoma Taxpayer and Citizen Protection Act of 2007 and participate in the Status Verification System. The Status Verification System is defined in the Oklahoma Statutes, Title 25 §1312. 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) .

**Patents And Royalties:** The Supplier, without exception, shall indemnify and hold harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**Disclosures Regarding Lobbyists:** A Supplier may not reimburse itself within its contract pricing for its costs and expenses of lobbyists. Any Supplier using the services of a lobbyist to assist in obtaining a Contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State. The Supplier certifies the name and address of each lobbyist or agent of the Supplier or subcontractor who communicated with a state employee about a Contract has been disclosed prior to Contract award.

**Reservation Of Rights And Preferences:** OWRB reserves the right of creative control over the project and the right to reject any portion of or all materials produced that do not, in the sole discretion of OWRB, comply with its mission, goals or requirements. OWRB reserves the right to use vendor's suggestion(s), not use vendor's suggestion(s) or use other suggestion(s) that may

meet DEQ's goals. In any event vendor shall work with OWRB to produce a quality Brownfields Conference.

**Development Of Intellectual Property:** Any improvements to Intellectual Property items of OWRB, and any new items of Intellectual Property developed by vendor or vendor's employees, agents or sub-contractors, if any during the performance of this contract shall be the property of OWRB. Contractor shall sign all documents necessary to perfect the rights of such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents.

**Ownership Of Documents:** All documentation generated as an instrument of service is and shall remain the property of the Owner, including shop drawings, equipment manuals, equipment warranties and as-built drawings. Contractor shall deliver said documents to Owner's Representative or as otherwise stated in the Solicitation upon final completion of the work.

**Damages And Equipment:** All work performed by Contractor's personnel shall be designed to preclude damage or disfigurement. Damage and/or loss to property of OWRB; property of OWRB staff and property of guests; and/or neighboring property, as a result of negligence or intent by Contractor, or Contractor's personnel shall be at Contractor's expense. All replacements and repair will be at the current cost and paid by the Contractor. OWRB shall not be held responsible for any of Contractor's property and/or Contractor's personnel's property; including major equipment which may be lost, damaged, or stolen unless such loss, damage or theft is due to the negligence or intent of DEQ's employees or agents. Repair of damage to property of OWRB, property of OWRB staff and guests, or neighboring property, as a result of negligence or intent by supplier, or supplier's employee(s) shall be at supplier's expense. All replacements and repair will be at the current cost and paid by the Supplier.

**Severability:** The provisions of this contract are severable, and if any part or provision hereof shall be held void, it shall not be deemed to render any other provisions void or affect or impair the effectiveness of other parts or provisions.

**Indemnity :** To the extent permitted by Oklahoma law, Contractor agrees to indemnify and hold OWRB harmless against any and all bodily injuries an property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of any term or condition of this Contract. Unless prohibited, by Article 10 of the Oklahoma Constitution, Contractor shall indemnify and hold OWRB harmless under this Contract from any and all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

Contractor agrees to ensure that any subcontractor under this Contract shall indemnify and hold OWRB harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from the subcontractor's actions, inaction, or other conduct relate to or arising from this Contract.

**Force Majeure:** No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.



**Confidentiality** : Contractor recognizes that OWRB has and will have information, business models, and other proprietary information collectively, “Information”, that is subject to confidentiality by virtue of statute or is a valuable, special and unique asset of OWRB requiring protection from improper disclosure. If such Information is disclosed, contractor agrees that contractor and their employees, agents or sub-contractors, will not at any time or in any manner, either directly or indirectly, use any Information for their own benefit, or divulge, disclose, or communicate in any manner, any Information to any third party, without prior written consent of the Executive Director of OWRB. Vendor and their employees, agents or sub-contractors will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this agreement. The confidentiality provisions of this solicitation shall remain in full force and effect after the termination of the agreement.

**Insurance:** The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

**Extension Of Services:** Award of contracts for recurring and continuing service requirements are often delayed due to circumstances beyond the control of the OWRB may require continued performance of any services within the scope and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. OWRB may exercise the option by written notice to the Contractor. The preliminary notice does not commit OWRB to an extension. All previous terms and conditions contained within the contract and any amendments shall remain in force throughout any contract period extension resulting from this clause.

**Successors And Assigns:** The Owner and the Contractor each binds themselves, partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Contractor shall not assign, sublet or otherwise transfer its interest in this Agreement without the written consent of the Owner.

**Travel And Miscellaneous Expenses:** Travel expenses incurred are at the sole expense of the Contractor .This includes travel to all monthly planning meetings, which may be held in Oklahoma City, Tulsa, Norman or other towns or cities as necessary. The price proposed by the Contractor shall include all delivery and, if applicable, mailing charges. Only OWRB requested emergency courier or express charges may be reimbursed to the Contractor, if such are requested by authorized OWRB personnel. The Contractor must document expenses by providing receipts. OWRB shall not reimburse for the contractor’s standard overhead expenses. Food and beverage costs will be paid for by conference registration fees and sponsorship revenue.

#### iv. FEDERAL FUNDS PROVISIONS

**FEDERAL FUNDS:** This contract may be subject to Federal Funds and subject to the following:

- i. The Davis Bacon Act
- ii. Fair Labor Standards Act of 1938, as Amended
- iii. McNamara-O'Hara Service Contract Act of 1965, as Amended
- iv. Contract Work Hours and Safety Standards Act, as Amended
- v. Walsh-Healey Public Contracts Act
- vi. Copeland Anti-Kickback Act

**Audit With Federal Funds:** Organizations that expend five hundred thousand dollars (\$500,000.00) or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with OMB Circular A-133, (June 26, 2003 Revision), "Audits of States, Local Governments and Non-Profit Organizations," pursuant to the Single Audit Act of 1984 31 U.S.C. 7501 *et seq.*, and subsequent amendments thereto.

**Equal Opportunity/Non-Discrimination:** The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including, but not limited to, Presidential Executive Order 11246, as amended, and the Civil Rights Act of 1964, 42 U.S.C. §2000 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701 *et seq.*; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age Discrimination in Employment Act, 42 U.S.C. §6101 *et seq.*; and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity, both to those seeking employment and those seeking services, without regard to race, color, religion, sex, national origin, age, or handicap.

**Lobbying Activities:** The Contractor certifies the following:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment, or modification of any federal grant or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**Debarment, Suspension, And Other Responsibility Matters:** In accordance with Presidential Executive Order 12549, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise ineligible for participation in federal assistance programs.

**Compliance With State And Federal Laws:** The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the OWRB.

#### **v. PERSONNEL REQUIREMENTS**

All manpower necessary to fully satisfy the requirements of this contract shall be provided by Contractor. Contractor shall only employ qualified personnel who are proficient in performing assigned tasks using modern tools, methods and techniques.

**Employment Relationship:** The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

**Changes To Key Personnel And Subcontractors:** It is essential that the Contractor provides adequate experienced personnel and subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract. Contractor agrees that once assigned to work under the contract, key personnel and subcontractors shall not be removed or replaced without written notice to the OWRB. If key personnel and subcontractors are not available for work under the contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the OWRB, and shall, subject to the concurrence of the OWRB, replace such personnel with personnel of substantially equal ability and qualifications.

**Conduct On Government Property:** Contractor, Contractor's Personnel and Subcontractors shall follow the rules below while working on government property:

- i. Contractor personnel shall present a neat, clean and well-groomed appearance at all times.
- ii. Contractor will provide uniforms or visible identification to personnel to be worn on OWRB property during normal business hours.
- iii. Contractor shall ensure that employees are available for each shift. When Contractor's personnel fail to report, the contractor will provide a replacement. The contractor will provide OWRB with the names and telephone numbers of equivalent representatives who are authorized to provide replacement personnel. OWRB must be able to reach contractor's competent representative within 30 minutes and shall not be required to call more than three phone numbers in order to make contact.
- iv. Contractor and Contractor's personnel shall not be under the age of 18 years.
- v. Due to the increase of violence in the work place, The Contractor and all Contractor's personnel shall meet the following requirements. The Contractor and Contractor's personnel shall have no history of a violent offense, and not be on probation for any criminal offense. In the event an employee is convicted of a violent act, or put on probation for any

- criminal offense, The Contractor and Contractor's personnel shall notify OWRB immediately and dismiss the employee from duties at OWRB.
- vi. Contractor and Contractor's personnel must have a valid photo identification card and driver's license or other state or federally issued legally accepted identification documents and driver's license
  - vii. Contractor and Contractor's personnel are prohibited from having firearms or other weapons in their possession, whether licensed or not'.
  - viii. OWRB reserves the right to require the contractor to remove any of Contractor's personnel from OWRB Property, who endangers persons or property, displays impolite and socially unacceptable behavior, or whose continued employment under this contract is inconsistent with the interest of OWRB.
  - ix. Eating or smoking by Contractor and Contractor's personnel while in the performance of their duties shall be prohibited. Smoking is prohibited by state law in, on or within 25 yards of state property.
  - x. If Contractor and Contractor's personnel are allowed a break or lunch period during the course of their duties eating will be allowed in designated areas only.
  - xi. Contractor and Contractor's personnel are prohibited from possessing controlled substances or intoxicating beverages while on duty.
  - xii. Contractor and Contractor's personnel must treat OWRB Employees and/or visitors in a friendly and courteous professional manner at all times. Profanity will not be tolerated.

**Subcontracts:** Contractor may not enter into any subcontracts to provide the services required by this contract without first receiving written approval from OWRB reserves the right to not approve a subcontractor and Contractor will have to find a replacement. The services to be performed under the Contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the OWRB reserves the right to not approve a subcontractor and Contractor will have to find a replacement. The terms of the Contract, and such additional terms as the OWRB may require, shall be included in any subcontract. Approval of the subcontract shall not relieve the Contractor of any responsibility for performing the Contract. Copies of all subcontractors shall be given to OWRB at the time of issuance and execution. Any proposed agreements (e.g. licenses, maintenance agreements, etc.) that vendor or any subcontractor(s) expects to be signed, as part of a resulting contract to this RFP, shall be approved or denied by OWRB and will or will not become a part of this contract.

**Building Access :**OWRB shall escort all of contractors staff throughout the building. If OWRB approved, the contract may be issued keys and access cards. If approval is granted, the Contractor shall maintain an updated list of its employees to whom keys and access cards have been checked out which includes the job title and telephone number of each named individual.  
3. Contractor shall check out the OWRB keys and access cards only to Contractor's engineer(s) and maintenance person(s) assigned to OWRB.

**State Of Oklahoma Governor's Executive Order 2012-01:** Per the State of Oklahoma Governor's Executive Order 201201, filed February 6, 2012 and effective July 1, 2012, the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma. The Vendor certifies it will comply with this Order.

**Security:** Contractor and/or Contractor's personnel shall not permit any personnel to use OWRB keys to provide access to building or locked rooms or areas except upon approval of Contractor or OWRB Management. All contractors and contractor's personnel shall check in and out with the Security Desk. A picture ID is required to enter the building.

### III. INVOICING AND PAYMENT

**Tax Exemption:** State Acquisitions are exempt from sales taxes and federal excise taxes.

**Payment Terms:** 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, unless there is an agreed Earl Payment Discount Amendment. Payment Terms start at the receipt and acceptance of a proper invoice.

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**Early Payment Discount:** OWRB can pay early if a discount to price is offered. 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.

**Final Payment:** Final payment under this Contract or under a termination settlement shall be made only after the satisfactory completion of work performed under this Contract and Contractor's execution and delivery to the OWRB of a release of all claims against OWRB arising under or by virtue of this Contract. Unless otherwise provided herein, by Oklahoma law, or otherwise expressly agreed to by OWRB, Contractor and OMES, final payment under this Contract or settlement upon termination of this Contract shall not constitute a waiver of the State's claims against Contractor, his sureties or his liability bonds held under this Contract.

**Proper Invoice:** An invoice is considered proper if sent to the proper recipient and goods or services have been received. Contractor shall invoice OWRB monthly for the costs specified within the contract and/or purchase orders. The proper recipient of invoices is OWRB Accounts Payable. Invoices shall be sent to: [accountspayable@owrb.ok.gov](mailto:accountspayable@owrb.ok.gov) . Failure to comply may result in late payments. Invoices shall contain the purchase order number, a description of the products

delivered or services provided, the dates of such delivery or provision of services, and the Contractor's Federal Employer Identification number.

**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.

**Additional Terms and Conditions:** This contract may be subject to additional provisions listed below:

- i. Solicitations Provisions
- ii. Information Services Provisions

**ATTACHMENT D**

**STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS**

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## Attachment E

### Rhithron Associates, Inc.

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Rhithron Associates, Inc. is pleased to provide this technical response and cost quotation to the Oklahoma Department of Central Services and the Oklahoma Water Resources Board (OWRB) for freshwater macroinvertebrate sorting, identification and enumeration services described in Solicitation # EV00000409. We have thoroughly read the Solicitation and Amendments 1, and we understand that these important projects require identifications using taxonomic methods consistent with the standards of organizations such as the American Entomological Society and the United States Environmental Protection Agency. A synoptic reference collection or voucher library, properly labeled, and calculation of a comprehensive suite of biological metrics are required. Rhithron can provide data in MS Excel spreadsheets, as Access-uploadable tables or files, and/or in any other formats compatible with your needs. Quality assurance/quality control (QA/QC) data for each sample will also be provided.

Rhithron is a qualified and reliable applicant for this project; we base this assertion on the merits of our work which spans more than 27 years, on the exceptional abilities of our key staff, on our proven record of excellence in the completion of macroinvertebrate taxonomy projects, and on our QA/QC systems, which are among the strictest in the industry. We have analyzed tens of thousands of macroinvertebrate samples from aquatic systems throughout North America. Rhithron's taxonomy team includes 6 scientists, each of whom is certified at Level II by the Society for Freshwater Sciences (SFS - formerly the North American Benthological Society). Rhithron taxonomists hold SFS certifications in all tested groups for all tested regions. Our team is flexible and strives to meet the needs of our clients, and we will provide every care to insure that we deliver data which will support your projects. As Operations Officer, I am the company's scientific contact person and general contact person. Rhithron is prepared to provide you with quality assured work for these important projects.

We appreciate the need for the careful balance between data quality and costs that all projects require. Thus, this proposal represents our best estimate of the costs required to provide accurate identifications and precise enumerations for your statewide samples, with our guarantee of meticulous quality assurance for sample processing, taxonomy, enumeration, and data handling.

This proposal is designed to satisfy the requirements of the Solicitation. Highlights of the proposal are:

- Rhithron's basic contact information and a brief corporate resume
- The required administrative forms.
- Specific responses to the required items in Section D of the Solicitation
- An introduction to our taxonomy staff, their education and current SFS certifications, and their years of experience working with benthic macroinvertebrates.
- Brief resumes for Rhithron's macroinvertebrate taxonomy team.
- A list of references for our work in macroinvertebrate identifications.
- A cost proposal, including costs for 2 sorting schedules and for 5 identification schedules, demonstrating Rhithron's commitment to providing quality-assured bioassessment data at reasonable cost to our clients.

**Sean Sullivan**  
**Operations Officer**





## 1. Rhithron Associates: contact information and corporate resume

Company Name: Rhithron Associates Inc.  
Mailing Address: 33 Fort Missoula Road  
Missoula, MT 59804  
Phone: 406.721.1977  
Fax: 406.721.2028  
Email: ssullivan@rhithron.com  
Federal Tax ID: 84-1612904  
DUNS #: 105550037

### ***Our Company:***

Rhithron Associates Inc. (Rhithron) is a federally certified small, woman-owned business, incorporated and located in the State of Montana. We are a dedicated bioassessment laboratory, specializing exclusively in taxonomy for aquatic flora and fauna and associated services, such as data analysis, chlorophyll and biomass measurement. We have provided these services for over 30 years. Our expertise includes invertebrates and algae of streams, rivers, wetlands, and lakes of all ecological regions of North America, and we have a rich and extensive history of benthic macroinvertebrate, periphyton, and phytoplankton work in the south-central and southwestern United States. Rhithron employs 6 SFS-certified taxonomists; all together the staff holds 25 SFS certifications, covering all tested groups and all tested regions. Our exacting and comprehensive quality assurance systems distinguish our work: internal QA/QC protocols include evaluation of the accuracy and precision of taxonomic determinations and enumerations, measuring and assuring the efficiency of macroinvertebrate sample sorting, and assessing the accuracy of processing metadata.

Over the years, Rhithron has consistently delivered high quality services: this has allowed us to grow from a single provider in 1991 to a present staff of 25, including professional taxonomists and ecologists, technicians, and support staff. We have developed strong relationships with our clients as a result of our integrity and our ability to provide cost-effective, quality-assured services for projects both large and small. We are large enough to carry out complex and exacting quality assurance protocols and to offer fast project turnaround, and yet small enough to regard each client and each project with the most responsive attention. Rhithron provides the right mix of qualified and skilled staff, experienced leadership, and company structure, support, and depth to insure reliable and timely project completion and data delivery.

We appreciate the need for the careful balance between data quality and costs that all studies require. Thus, this proposal represents our best estimate of the costs required to meet your monitoring needs, with our guarantee of meticulous quality assurance for macroinvertebrate taxonomy and data management

### ***Our Services:***

- Aquatic macroinvertebrate taxonomy, including Chironomidae and Oligochaeta
- Freshwater periphyton taxonomy, including diatoms and non-diatom algae
- Freshwater phytoplankton and zooplankton analysis
- Statistical and interpretational data analysis
- Biomass measurements
- Chlorophyll analysis
- Fish gut analysis, otolith and scale aging

Attachment E.1

Item		Exhibit 2 Price Sheet											
		Initial Contract		1st Option Period		2nd Option Period		3rd Option Period		4th Option Period		5th Option Period	
		100 Count subsample cost per sample	300 Count Subsample cost per sample	100 Count subsample cost per sample	300 Count Subsample cost per sample	100 Count subsample cost per sample	300 Count Subsample cost per sample	100 Count subsample cost per sample	300 Count Subsample cost per sample	100 Count subsample cost per sample	300 Count Subsample cost per sample	100 Count subsample cost per sample	300 Count Subsample cost per sample
Sorting Schedule 1: 100 count subsample from non-sorted samples		\$ 100.00	NA	\$ 107.00	NA	\$ 114.00	NA	\$ 122.00	NA	\$ 131.00	NA	\$ 140.00	NA
Sorting Schedule 1: 300 count subsample from non-sorted samples		NA	\$ 200.00	NA	\$ 214.00	NA	\$ 229.00	NA	\$ 245.00	NA	\$ 262.00	NA	\$ 280.00
Identification Schedule 1: All organisms to genus excepting Chronomids (to subfamily) and Oligochaetes (to class)		\$ 125.00	\$ 200.00	\$ 134.00	\$ 214.00	\$ 143.00	\$ 229.00	\$ 153.00	\$ 245.00	\$ 164.00	\$ 262.00	\$ 175.00	\$ 280.00
Identification Schedule 2: All organisms to genus excepting Chronomids (to tribe) and Oligochaetes (to class)		\$ 150.00	\$ 225.00	\$ 161.00	\$ 241.00	\$ 172.00	\$ 258.00	\$ 184.00	\$ 276.00	\$ 197.00	\$ 295.00	\$ 211.00	\$ 316.00
Identification Schedule 3: All organisms to including Oligochaetes to genus excepting Chronomids (to subfamily)		\$ 200.00	\$ 250.00	\$ 214.00	\$ 268.00	\$ 229.00	\$ 287.00	\$ 245.00	\$ 307.00	\$ 262.00	\$ 328.00	\$ 280.00	\$ 351.00
Identification Schedule 4: All organisms to including Oligochaetes to genus excepting Chronomids (to tribe)		\$ 200.00	\$ 250.00	\$ 214.00	\$ 268.00	\$ 229.00	\$ 287.00	\$ 245.00	\$ 307.00	\$ 262.00	\$ 328.00	\$ 280.00	\$ 351.00
Identification Schedule 5: All organisms to genus.		\$ 200.00	\$ 250.00	\$ 214.00	\$ 268.00	\$ 229.00	\$ 287.00	\$ 245.00	\$ 307.00	\$ 262.00	\$ 328.00	\$ 280.00	\$ 351.00

**AGENDA ITEM 3D(3)**

**AMENDMENT TO JOINT FUNDING AGREEMENT**

**WITH:** U.S. Geological Survey

**PURPOSE:** For the Hydrogeologic Investigation and Simulation of Groundwater Flow and Availability in the Salt Fork Arkansas River Alluvial Aquifer, North-Central Oklahoma.

**AMOUNT:** Not to exceed \$600,643.00

**TERM:** Through December 31, 2024



**AGENDA ITEM 3D(4)**

**STATEMENT OF WORK**

**WITH:** CDW Government, LLC

**PURPOSE:** To provide upgrade to FA Conference Room including equipment, electrical service, installation of equipment, structural modifications, painting and other services to completed project as needed.

**AMOUNT:** Not to exceed \$2,500.00

**TERM:** One year from date of contract execution



## STATEMENT OF WORK

<b>Project Name:</b>	OWRB - FAD Conference Room Logitech Installation	<b>Seller Representative:</b>
<b>Customer Name:</b>	OKLAHOMA WATER RESOURCES BOARD	Jack O'Connell
<b>CDW Affiliate:</b>	CDW Government LLC	+1 (312) 547-2791
<b>Subcontractor:</b>	EKC Enterprises, Inc.	Jack.OConnell@cdw.com
<b>Date:</b>	May 23, 2024	<b>Solution Architect:</b>
<b>Drafted By</b>	Dan Misbach	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and OKLAHOMA WATER RESOURCES BOARD (“**Customer**,” and “**Client**,”).

This SOW shall be governed by that certain Master Agreement between CDW-Government, LLC and the State of Oklahoma by and through the Office of Management and Enterprise Services, dated 21<sup>st</sup> of February 2024, as amended (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

### PROJECT SCOPE

Work with Buyer to install the following Logitech Equipment in the designated room.

Subject to the other provisions of this SOW, Provider will perform the following services:

Provider is tasked with the installation of Logitech audiovisual system in the FAD Conference Room.

#### Scope of Work:

##### 1. Pre-Installation Phase:

- Coordinate with the client to finalize room layouts, equipment specifications, and any special requirements.

##### 2. Installation Phase:

- Install Logitech audiovisual systems in the conference room according to the finalized layouts and specifications.
- Mount camera systems securely and in optimal positions for viewing and communication.
- Ensure proper cable management to maintain a neat and organized appearance while minimizing tripping hazards.
- Test all installed equipment to ensure functionality and performance.

##### 3. Integration Phase:

- Setup and calibrate audiovisual components for optimal performance and user experience.

- 
- Test system integration with other AV equipment and peripherals, such as computers, tablets, and mobile devices.

**4. Post-Installation Phase:**

- Conduct final walkthroughs with the client to ensure satisfaction with the installed Logitech systems.
- Address any remaining issues or concerns raised by the client promptly and efficiently.

## **PROVIDER RESPONSIBILITIES**

Provider is responsible for the following:

Refer to the provided Excel document that outlines the equipment that goes into each room.

Here is a total of all the equipment:

**Logitech Rally Bar Mini - video conferencing device**

Mfg. Part#: 960-001336

**Logitech TV Mount For Video Bars - camera mount**

Mfg. Part#: 952-000041

**Logitech Tap Scheduler Purpose-Built Scheduling Panel for Meeting Rooms - v**

Mfg. Part#: 952-000094

**Logitech Tap - controller - with Logitech Cat5e Kit**

Mfg. Part#: 939-001950

**Logitech Select - extended service agreement - 3 years 1**

Mfg. Part#: 994-000148

Electronic distribution - NO MEDIA

## **CUSTOMER RESPONSIBILITIES**

Customer is responsible for the following:

**1. Access and Coordination:**

- Provide Provider with access to the installation sites during agreed-upon times.
- Coordinate with Provider to schedule installation activities, ensuring minimal disruption to normal operations.

**2. Infrastructure Readiness:**

- 
- Ensure that the installation sites have adequate infrastructure, including power outlets and network connectivity, as per the recommendations provided by Provider.
  - Clear the installation areas of any obstructions or debris prior to the scheduled installation dates.

**3. Equipment Availability:**

- Ensure the availability of all Logitech audiovisual equipment and accessories as specified in the project scope.
- Coordinate the delivery of equipment to the installation sites in a timely manner to avoid delays in the installation process.

**4. Technical Support:**

- Provide access to IT personnel or designated technical contacts who can assist with network configuration, software integration, and troubleshooting during the installation and integration phases.
- Address any technical issues or concerns promptly to facilitate a smooth installation process.

**5. Feedback and Communication:**

- Provide feedback and communicate any preferences or specific requirements to Provider throughout the project implementation.
- Notify Provider of any changes or updates to project scope, timelines, or budget constraints in a timely manner.

**6. Acceptance Testing:**

- Participate in acceptance testing of the installed Logitech systems to verify compliance with project specifications and quality standards.
- Provide approval or feedback on the installed systems to facilitate the completion of the project.

**7. Maintenance and Support:**

- Designate personnel responsible for the ongoing maintenance and support of the Logitech audiovisual systems following installation.
- Follow recommended maintenance procedures and contact Provider for technical support or assistance as needed.

## **PROJECT ASSUMPTIONS**

**1. Availability of Resources:**

- It is assumed that Provider will have access to adequate resources, including skilled personnel, tools, and equipment, to complete the installation of Logitech audiovisual systems within the agreed-upon timelines.

**2. Customer Cooperation:**

- It is assumed that the customer will cooperate with Provider by providing access to installation sites, coordinating delivery of equipment, and facilitating necessary approvals and permissions for the project.

**3. Infrastructure Readiness:**



- 
- It is assumed that the installation sites will have sufficient infrastructure in place, including power outlets, network connectivity, and mounting surfaces, to support the installation of Logitech audiovisual equipment.

**4. Equipment Availability:**

- It is assumed that all Logitech audiovisual equipment and accessories specified in the project scope will be available and delivered to the installation sites on time to avoid delays in the installation process.

**5. Technical Support:**

- It is assumed that the customer will provide access to IT personnel or designated technical contacts who can assist with network configuration, software integration, and troubleshooting during the installation and integration phases.

## **OUT OF SCOPE**

Tasks outside this SOW include, but are not limited to:

**1. Electrical Work:**

- Electrical work, including the installation of new power outlets, wiring, or electrical circuits, is out of scope for this project.
- Provider will not be responsible for any modifications to the electrical infrastructure required to support the installation of Logitech audiovisual systems.
- Any electrical work needed must be arranged separately by Customer or contracted to a licensed electrician.

**2. Painting/Patching of Drywalls:**

- Painting or patching of drywall surfaces affected by the installation of Logitech audiovisual equipment is out of scope.
- Provider will ensure that installations are conducted with minimal damage to existing surfaces but will not be responsible for restoring or repainting affected areas.
- Customer is responsible for any painting or patching required to restore the appearance of walls or ceilings after the installation is complete.

**3. Structural Modifications:**

- Structural modifications, such as cutting into walls or ceilings to accommodate equipment mounting or routing of cables, are out of scope.
- Provider will work within the existing structural constraints of the installation sites and will not be responsible for any structural alterations or reinforcements.

**4. Furniture or Room Layout Changes:**

- Changes to furniture arrangements or room layouts to accommodate Logitech audiovisual equipment are out of scope.
- Provider will install equipment based on the finalized room layouts provided by Customer and will not be responsible for rearranging furniture or making significant changes to room configurations.

**5. Network Infrastructure Upgrades:**

- 
- Upgrades or modifications to Customer's network infrastructure to support the installation of Logitech audiovisual systems are out of scope.
  - Provider will configure Logitech equipment to integrate with existing network infrastructure but will not be responsible for upgrading or expanding network capabilities.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

## SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$2,500.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Milestone	Percentage	Fee
Completion	100%	\$2,500.00
<b>Totals</b>	<b>100%</b>	<b>\$2,500.00</b>

## EXPENSES

Neither travel time nor direct expenses will be billed for this project.

## TRAVEL NOTICE

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

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## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”)

Location	Address
OWRB - FAD Conference Room	3800 North Classen Boulevard, Oklahoma City, OK 73118

1. APPLICABLE CUSTOMER POLICIES ARE LISTED BELOW AND ATTACHED HERETO:
  - a. THE STATE INFORMATION SECURITY POLICY, PROCEDURES, GUIDELINES DATED \_\_\_\_\_, 20\_\_ AS SET FORTH ON (SPECIFIC DATE)  IS APPLICABLE OR  IS NOT APPLICABLE.
2. Supplier will retain records relative to the Contract in accordance with its record retention schedules or as required by applicable law.
3. THE APPLICABLE STATE IT STANDARD METHODOLOGIES INCLUDING BUT NOT LIMITED TO PROJECT MANAGEMENT, BUSINESS ANALYSIS, SYSTEM ANALYSIS, ENTERPRISE AND IT ARCHITECTURE, QUALITY, APPLICATION AND SECURITY METHODOLOGIES ARE:

a. CJIS DATA:

IS IN SCOPE

IS NOT IN SCOPE

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## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

### CDW Government LLC

### OKLAHOMA WATER RESOURCES BOARD

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

Name: Services Contracts Manager Name: \_\_\_\_\_

Title: Services Contract Manager Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.  
Vernon Hills, IL 60061

3800 N CLASSEN BLVD, ACCOUNTS PAYABL  
OKLAHOMA CITY, OK 73118-2862

**AGENDA ITEM 3D(5)**

**SPONSORED RESEARCH AGREEMENT**

**WITH:** University of Oklahoma

**PURPOSE:** To provide server hosting and maintenance by the Center for Spatial Analyst at the university

**AMOUNT:** Not to exceed \$17,637.00

**TERM:** July 1, 2024 through June 30, 2025

## SPONSORED RESEARCH AGREEMENT

FY24-24-1163-41

THIS AGREEMENT is entered into by and between the Board of Regents of the University of Oklahoma, a constitutional entity of the State of Oklahoma (hereinafter referred to as "University") and The State of Oklahoma, Water Resources Board with principal offices at 3800 N. Classen Blvd., Oklahoma City, Oklahoma 73118 (hereinafter referred to as "Sponsor").

### WITNESSETH

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to University and to Sponsor, will further the instructional and research objectives of University in a manner consistent with its status as a public higher educational institution, and may derive benefits for both Sponsor and University through the advancement of knowledge through discovery and the creation of new technologies;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the following:

#### SECTION 1. DEFINITIONS

1.1 "Invention" shall mean any invention, discovery, improvement, concept, product, or idea made during the Project whether or not patentable or copyrightable, including but not limited to processes, machines, methods, computer software, formulas, and know-how directly relating thereto. An Invention is "made during the Project" if it arises from work performed pursuant to the Project conducted under this Agreement and is made during the Period of Performance.

1.2 "Joint Invention" shall mean all Inventions conceived and/or made jointly by one or more employees of University and by one or more employees of Sponsor.

1.3 "Period of Performance" is the term of this Agreement as set forth in **Section 3** below, unless earlier terminated as provided for in **Section 5**.

1.4 "Project" shall mean the research project entitled "**Applications for Geospatial Data Migration and Web Map Hosting FY25**" as described in **Appendix A**, under the direction of Dr. Todd Fagin, as Principal Investigator.

1.5 "Sponsor Invention" shall mean all Inventions conceived and/or made solely by one or more employees of Sponsor.

1.6 "University Invention" shall mean all Inventions conceived and/or made solely by one or more employees of University.

#### SECTION 2. RESEARCH WORK

2.1 University does not guarantee specific research results but will exercise good faith efforts to perform the Project substantially in accordance with the terms and conditions of this Agreement. Sponsor understands that University's primary mission is education and advancement of knowledge and consequently the Project will be designed to carry out that mission.

2.2 The manner of performance of the Project shall be determined solely by the Principal Investigator. In the event the Principal Investigator becomes unable or unwilling to continue the Project and a mutually acceptable substitute is not available, either party shall have the option to terminate the Project.

2.3 Sponsor agrees that, if funds are exhausted prior to completion of the research, University will, at the option of Sponsor, submit a final report of accomplishments or provide an estimate of additional funds required to complete the Project and will continue the research if such funds are provided by Sponsor.

2.4 Sponsor understands that University may be involved in similar research through the same or other researchers on behalf of itself and others. University shall be free to continue such research, and Sponsor shall not gain any rights *via* this Agreement to such other research.

2.5 The Principal Investigator shall furnish Sponsor periodic letter reports summarizing progress on the Project. The Principal Investigator shall prepare and submit, on behalf of University, a final report to the Sponsor within ninety (90) days of the termination of this Agreement.

2.6 As long as Principal Investigator is employed by University, it shall be conclusively presumed that any patentable invention conceived of and/or reduced to practice by such Principal Investigator was made in his/her/their capacity as an employee of University and shall be promptly disclosed to and exclusively owned by University regardless of the circumstances surrounding the conception and/or reduction to practice.

### **SECTION 3. PERIOD OF PERFORMANCE**

3.1. The Period of Performance will be: **July 1, 2024 through June 30, 2025.**

### **SECTION 4. COSTS, BILLINGS AND OTHER SUPPORT**

4.1 This is a cost reimbursable agreement. For the services, reports, and other items to be delivered hereunder, Sponsor shall pay University, in U.S. dollars, an amount not to exceed Seventeen-Thousand Six-Hundred Thirty-Seven dollars and no cents (\$**17,637.00**), payable to the University of Oklahoma and sent to the business/payment address in **Section 10**. University shall bill Sponsor monthly, on a cost reimbursable basis, at Sponsor's business address set forth in **Section 10**. Payment shall be due within Forty-Five (45) days of receipt of invoice, with final invoice due ninety (90) days following termination of this Agreement.

4.2 The University agrees to incur expenses substantially in accordance with the cost estimate included in **Appendix B** ("Budget"), incorporated herein by reference. University reserves the right to re-budget funds as necessary for completion of the Project.

4.3 Pre-award costs to cover obligations and expenditures made up to ninety (90) days prior to the starting date of the period of performance in this Agreement will be allowed hereunder if also in accordance with the budget/estimate of costs included in **Appendix B**.

4.4 University shall retain title to any equipment purchased with funds provided by Sponsor under this Agreement. Title to equipment furnished by Sponsor to University, if any, shall remain with the Sponsor. The costs of transporting, installing and servicing any equipment used herein, whether the property of University or Sponsor, shall be allowable under this Agreement.

4.5 University shall maintain relevant accounting records in a central location sufficient to enable Sponsor to determine whether University has properly expended Sponsor funds. Sponsor may examine the records upon reasonable, prior written notice sent to the University business address.

### **SECTION 5. TERMINATION**

5.1 Either party may terminate this Agreement at any time by giving not less than sixty (60) days prior written notice to the other party. In the event of early termination, University shall take all reasonable steps to minimize termination costs. Provided, notwithstanding anything in this Agreement to the contrary, in the event of early



termination, Sponsor shall pay all costs and noncancellable obligations incurred by University as of the date of termination. Noncancellable obligations may include, without limitation, compensation for Project personnel through the end of their contract term.

5.2 In the event that either party shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy the default or breach within thirty (30) days after receipt of written notice thereof from the other party, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination in accordance with **Section 10** to the defaulting party and the termination shall be effective as of the date of the receipt of the notice.

5.3 The performance by either Party hereunder shall be excused to the extent of unforeseen circumstances beyond such Party's reasonable control, including, but not limited to: National Weather Service forecasted weather events, hurricanes, tsunamis, floods, ice storms, lightning, landslide or similarly cataclysmic occurrence, or other acts of God; extended power outages; epidemics, pandemics, or related outbreaks if declared by the World Health Organization or federal government; county, state, or national declaration(s) of emergency as issued by an authorized government entity; war, acts of terrorism, or acts of public enemies; sabotage, riots or civil disturbances; or material destruction of facilities. In such event, the Parties shall be excused from performing an obligation or undertaking provided for in this Agreement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of actual delay; provided, however, if performance is not restored within one hundred and twenty (120) days, either Party may terminate this Agreement.

5.4 Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement, except insofar as Sponsor's breach of contract for failure to make payments under **Section 4** shall cause Sponsor to forfeit its rights under **Section 8**. The rights and duties of **Sections 6, 8, 9** and **Paragraph 11.10** of this Agreement shall survive termination.

## **SECTION 6. PUBLICITY**

Neither party to this Agreement may use the name or mark of the other nor the name(s) of the other's employees in news releases, publicity, advertising, or product promotion without the prior written permission of the other.

## **SECTION 7. PUBLICATION**

Subject to confidentiality provisions, University shall have the right at its discretion to release non-proprietary information or to publish any material resulting from the Project. University will furnish a copy of any proposed publication to Sponsor for its review at least thirty (30) days in advance of submission for publication. Publication of specific results may be delayed for a limited period, not to exceed sixty (60) days, to obtain any intellectual property protection and remove Sponsor Proprietary Information contained in the publication. Sponsor agrees to limit disclosure of such copies to its employees solely for the purposes of review and comment unless otherwise agreed in writing by University. No unreasonable delay shall be imposed on the filing, defense or publication of any student thesis or dissertation. University shall give Sponsor the option of being acknowledged in such publication for its sponsorship of the Project.

## **SECTION 8. INTELLECTUAL PROPERTY**

8.1 Any University Invention shall belong to University and any Sponsor Invention shall belong to Sponsor; provided however, University is hereby granted a royalty-free, nonexclusive and nontransferable right and license to Sponsor Inventions for non-commercial, educational and research purposes. Any Joint Invention shall belong to University and Sponsor, jointly.

8.2 University will provide Sponsor with a written disclosure of any University Invention or Joint Invention promptly upon its being reported to the University by the Principal Investigator. Sponsor will provide University with a written disclosure of any Sponsor Invention or Joint Invention promptly upon its being reported to Sponsor by a Sponsor investigator. Sponsor shall execute a non-disclosure agreement covering Inventions, as may be required by

the University.

8.3 University hereby grants to Sponsor a non-exclusive, royalty-free license to use any University Invention in connection with Sponsor's field of commercial interest, subject to all of the following conditions and qualifications: (a) the license herein described applies to any University Invention only to the extent to which said Invention was actually and formally disclosed to University, (b) Sponsor does not license University Invention to third party(-ies), and (c) Invention is not embodied in any product or services sold or provided by Sponsor, or Sponsor's affiliates, in any manner.

8.4 University hereby grants to Sponsor an option to negotiate an exclusive license (to the extent University may be free to do so) to a University Invention and/or University rights in a Joint Invention subject to requirements that:

(a) Sponsor shall exercise its option to negotiate the exclusive license agreement for any such Invention(s), in writing, within sixty (60) days of disclosure of the Invention to Sponsor by University.

(b) Sponsor and University shall negotiate the terms and conditions of the license in good faith for a period that shall not exceed one hundred twenty (120) days from Sponsor's notice of intent to exercise said option, or such other period of time agreeable to both parties.

(c) In the event that Sponsor and University fail to enter into an agreement during that one hundred twenty (120) day period of time, the University shall have the right to dispose of the University Invention, at its sole and exclusive discretion with no further obligation to Sponsor.

8.5 The parties recognize that inventions, improvements, discoveries, copyrightable works, or other proprietary information may arise from research sponsored in whole or in part by governmental agencies. The parties agree that any such development shall be governed by the provisions of applicable law and subject to the reservation of the rights of the Government of the United States of America, as set forth in 37 CFR 401 and the Patent and Trademark Law Amendments Act of 1980 (Bayh-Dole Act).

## **SECTION 9. CONFIDENTIALITY**

9.1 Any and all knowledge, proprietary information, know-how, practices, processes, or other information (hereinafter referred to as "Confidential Information") disclosed or submitted in writing or in other tangible form which is marked "Confidential Information" to either party by the other shall be submitted to the designated technical representative identified in Section 10 and maintained by the receiving party in strict confidence and shall not be disclosed to any third party. Furthermore, neither party shall use Confidential Information for any purpose other than those purposes specified in this Agreement. The parties may disclose Confidential Information to employees requiring access for the purposes of this Agreement; provided, however, that prior to making any such disclosure the employee shall be apprised of the duty to maintain Confidential Information in confidence and not to use such information for any purpose other than in accordance with the terms and conditions of this Agreement.

9.2 Each party shall use reasonable efforts to prevent the disclosure of any of the other party's Confidential Information to third parties for a period of three (3) years from receipt thereof, provided that the receiving party's obligation hereunder shall not apply to information that:

a. is generally available to the public, or thereafter becomes available to the public through no act of the receiving party, or

b. is documented to be independently known prior to receipt thereof, or is made available to the receiving party as a matter of lawful right by a third party, or

c. is required by law to be released; provided, however, that prior to any such release, the other party will be notified so that it may take protective measures if it deems necessary, or

d. is independently developed by an employee of receiving party that has not had access directly or indirectly to the Confidential Information, which claim is corroborated by written evidence.

**SECTION 10. NOTICES**

Notices, invoices, communications and payments shall be submitted to the offices identified below. All legal notices must be sent by personal delivery or certified mail, return receipt requested. All other contractual notices and communications hereunder shall be deemed made as of the date of mailing if given by overnight courier service or by registered, certified or first class mail, postage prepaid, and addressed to the party to receive such notice or communication at the address(es) given below, or such other address as may hereafter be designated by notice in writing.

<b>If to Sponsor (Business/Invoices):</b>	
Name:	Jessica Billingsley, Comptroller
Address:	3800 North Classen Blvd.
City, State, ZIP Code:	Oklahoma City, OK 73118
Phone/Fax:	(405) 530-8870
e-mail:	AccountsPayable@owrb.ok.gov

<b>If to Sponsor (Technical):</b>	
Name:	Derrick Stark   GIS Specialist
Address:	3800 North Classen Blvd.
City, State, ZIP Code:	Oklahoma City, OK 73118
Phone/Fax:	(405) 530-8883
e-mail:	Derrick.Stark@owrb.ok.gov

<b>If to University (Legal):</b>	
Name:	The Executive Secretary of the Board of Regents of the University of Oklahoma
Address:	660 Parrington Oval, Room 119
City, State, ZIP Code:	Norman, OK 730191

<b>If to University (Business/Payment):</b>	
Name:	Don Smith
Address:	Research Financial Services University of Oklahoma 201 Stephenson Pkwy., Five Partners Place, Ste. 3100
City, State, ZIP Code:	Norman, OK 73019-5833
Phone/Fax:	(405) 325-4979
e-mail:	Donald.E.Smith-1@ou.edu

<b>If to University (Business/Contract Terms):</b>	
Name:	Joe Johnson
Address:	Office of Research Services University of Oklahoma 201 Stephenson Pkwy., Five Partners Place, Ste. 3100
City, State, ZIP Code:	Norman, OK 73019-5833
Phone/Fax:	(405) 325-4757
e-mail:	joej@ou.edu

<b>If to University (Technical):</b>	
Name:	Todd Fagin, Ph.D.
Address:	3100 Monitor Ave, Two Partners Place, Suite 180
City, State, ZIP Code:	Norman, OK 73019
Phone :	(405) 325-9611
e-mail:	Tfagin@ou.edu

## **SECTION 11. GENERAL TERMS AND CONDITIONS**

11.1 This Agreement may not be assigned by either party in whole or in part without the prior written permission of the other party.

11.2 This agreement shall be governed by the laws of the state of Oklahoma, without giving force and effect to its choice of law provisions. Any legal action in connection with this agreement shall be filed in a state court of competent jurisdiction in the state of Oklahoma, to which jurisdiction and venue Sponsor expressly agrees.

11.3 Should the parties to this Agreement be unable to resolve between themselves any dispute arising from any of the provisions within this Agreement, each party shall have recourse under the law.

11.4 If any provision(s) of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11.5 This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties relating to the work to be performed. This Agreement may be extended, renewed or otherwise amended at any time by the mutual written agreement of the parties.

11.6 This Agreement may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument. This Agreement may be executed using electronic or digital signatures, which shall have the same force and effect as a manual signature.

11.7 The parties agree that this Agreement shall be binding upon their respective successors, assigns or transferees of any nature, if assignment and/or transfer is permitted in accordance with the terms of this Agreement.

11.8 Sponsor agrees that it shall comply with the export control laws and regulations, embargoes and sanctions. Each party agrees that in the event that export controlled information/technology is disclosed, disclosing party shall provide receiving party with sufficient and appropriate information including Export Control Classification Numbers (ECCNs)

and/or the Munitions List categories to allow receiving party to properly comply with the export controls regulations. Sponsor maintains an export management system adequate to ensure compliance. Sponsor agrees that it will comply with all other applicable laws, orders and regulations relating to the use and/or transfer of deliverables specified in **Appendix A** and that it will not at any time take any action which would cause University to be in violation of any such laws, orders and regulations.

11.9 In the performance of all services hereunder, the parties shall be deemed to be and shall be independent contractors and, as such, neither shall be entitled to any benefits applicable to employees of the other. Neither party is authorized or empowered to act for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, and/or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

11.10 University will give Sponsor notice of any claim it receives within ten (10) business days of receipt of a claim by University.

11.11 University agrees to be responsible for its own negligent acts and omissions and those of its employees and agents in accordance with the Oklahoma Governmental Tort Claims Act, 51 O.S. 1991 151, *et seq.*, as amended.

11.12 As applicable, the provisions of Executive Order 11246, as amended by Executive Order No. 11375, Executive Order No. 11141, Executive Order No. 13665 and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) *et. seq.*), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, national origin, disability, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. § 4212.

11.13 The terms of this Agreement shall not be binding upon either of the parties hereto until it has been properly executed on behalf of each party to the Agreement in the spaces provided below. It is then effective as of the starting date of the period of performance.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

**State of Oklahoma, Water Resources Board**

**THE BOARD OF REGENTS OF THE  
UNIVERSITY OF OKLAHOMA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Leslie Flenniken Kelly

TITLE: Associate Director, Office of Research Services

DATE: \_\_\_\_\_

Oklahoma Water Resources Board Secretary

\_\_\_\_\_

**APPENDIX A**

**Southern Kansas Cotton Growers**  
*Geospatial Data Collection and Analysis Applications  
for Kansas Boll Weevil Eradication*

**SUBMITTED TO**

Gary Feist  
Southern Kansas Cotton Growers Association

**SUBMITTED BY**

Todd Fagin, Director  
Center for Spatial Analysis  
The University of Oklahoma  
Two Partners Place  
3100 Monitor Ave. Suite 180  
Norman, OK 73019

May 2024

## Overview

The purpose of this grant/contract is to support, build upon, and improve an existing mobile geospatial data collection application and associated web applications that the Kansas Boll Weevil Eradication Program can utilize in the field to collect information at different cotton production sites. The existing application utilizes a combination of an ArcGIS Enterprise server with ArcGIS Portal, ArcGIS Dashboards, and a customized ArcGIS Field Maps mobile application. Additionally, the Center for Spatial Analysis helps support hardware requirements for the project, which currently consists of six Samsung Galaxy tablets.

This agreement funds the maintenance of server infrastructure essential for SKCG field applications and storage services. Additionally, it encompasses management of the Kansas Boll Weevil Program Dashboards, Web Maps, and Site and ensures ongoing support for both the software and hardware of the term of this grant/contract.

## Phase II

The second part of this grant will cover developing tools and widgets for SKCG employees that they can utilize to analyze data during and after the cotton production season within the ArcGIS platform. These customizations will focus on building techniques for database access and database analysis.

## Scope of Work

1. Develop web mapping application, custom maps.
2. Set-up tablets for mobile data collection (travel to Kansas is possible, if needed).
3. Test, troubleshoot and debug test system.
4. Diagnose system problems if they occur. Develop; implement and test solutions.
5. Provide website hosting and server maintenance

Server hosting and maintenance will be provided to SKCG by CSA, on both the current Eradication Manager servers and on one or more University of Oklahoma GIS servers including:

- Hardware maintenance/upgrade/replacement
  - System administration and updates
  - Data storage space
  - Bandwidth usage
  - Network connection charges
  - Security management
  - Backup and restore capabilities
6. Manage and update the SKCG database and maintain the ArcGIS Dashboard and Web Maps.
  7. Provide maintenance and support as needed.



**Budget Justification:**

1. Salary and Fringe

Personnel:

Dr. Todd Fagin will serve as the project lead on the grant (30 hrs./year). Candace Perry will serve as the GIS Specialist on the project and develop custom solutions for SKCG and will provide additional support (55 hrs./year). Kelby Thomasson will provide hosting, maintenance, and IT support for the entirety of the grant (40 hrs./year). Leah Nash will administer the budget and assist in troubleshooting (10 hrs./year).

If additional hours are necessary, SKCG will provide additional funds to support expanded efforts.

Todd Fagin, Ph.D.

Hourly rate w/ fringe: \$56.48 - \$59.92

30 hours/year

Candace Perry

Hourly rate w/ fringe: \$41.02 - \$43.51

55 hours/year

Kelby Thomasson, Systems Administrator

Hourly rate w/ fringe: \$40.84 - \$43.33

40 hours/year

Leah Nash, Administrative Coordinator

Hourly rate w/ fringe: \$44.23 - \$46.93

10 hours/year

3. Hosting and maintenance:

\$200.00/month \* 36 months = \$7,200.00

4. Indirect Cost at 26% (subtotal \$25,829.00) = \$6,715.00 over 3 years

YEAR	TODD FAGIN	CANDACE PERRY	KELBY THOMASSON	LEAH NASH	HOSTING & MAINTENANCE	IDC AT 26%
1	\$1,695.00	\$2,257.00	\$1,633.00	\$442.00	\$2,400.00	\$2,191
2	\$1,745.00	\$2,324.00	\$1,683.00	\$456.00	\$2,400.00	\$2,238
3	\$1,798.00	\$2,393.00	\$1,734.00	\$469.00	\$2,400.00	\$2,286
TOTAL	\$5,238.00	\$6,974.00	\$5,050.00	\$1,367.00	\$7,200.00	\$6,715

**Year 1 Total Cost: \$10,618.00**  
**Year 2 Total Cost: \$10,846.00**  
**Year 3 Total Cost: \$11,080.00**  
**Total Cost for 3 years: \$32,544.00**

**AGENDA ITEM 3D(6)**

**CONTRACT FOR LEGAL SERVICES**

**WITH:** Oklahoma Office of Attorney General

**PURPOSE:** To provide a hearing examiner to conduct administrative hearings on behalf of OWRB

**AMOUNT:** Not to exceed \$85.00 per hour to be billed monthly

**TERM:** July 1, 2024 through June 30, 2025

**CONTRACT FOR LEGAL SERVICES  
FISCAL YEAR 2025**

1. PARTIES:

This Agreement is between the Attorney General's Office ("AGO") and the Oklahoma Water Resources Board ("OWRB"). The authorized signatures below bind the parties to the terms set out hereafter.

2. AUTHORITY:

This Agreement is authorized by virtue of 74 O.S. § 20i, as amended.

3. CONTRACT DURATION:

This Agreement commences July 1, 2024, and covers fiscal year 2025 ending June 30, 2025.

4. CONSIDERATION:

The Attorney General's Office shall provide legal services for and on behalf of OWRB. The OWRB will be billed monthly at a rate of \$85.00 per hour for the services provided by the AGO. Payment will be due within forty-five (45) days of receipt of the monthly statement. The scope of legal services consists of the AGO providing an administrative law judge in proceedings in accordance with the Oklahoma Administrative Procedures Act, and the statutes and rules governing the OWRB.

The AGO shall assign an Assistant Attorney General to be responsible for the legal services described herein. The assigned Assistant Attorney General will be familiar with the applicable law and regulations.

It is the duty of the OWRB to prepare all required notices, pleadings, and other documents needed to conduct the administrative hearings. The AGO is retained to conduct hearings, act as administrative law judge, and issue findings of fact and conclusions of law. Maintenance of records and files is the responsibility of the OWRB. The OWRB will assign cases pursuant to this Agreement, as needed. The OWRB and AGO will jointly coordinate the scheduling of hearings.

5. OFFICE LOCATION:

The Assigned Attorney will maintain an office at the AGO to facilitate the delivery of legal services.

6. SUPERVISION:

Supervision of the Assigned Attorney shall be the responsibility of the AGO.

7. TERMINATION:

This agreement may be terminated by either party upon 60 days written notice.

8. AGENCY DESIGNEES:

The authorized agent and designee for the AGO is Niki Batt. The authorized agent and designee for the OWRB is Jennifer Castillo, Chairman.

**OKLAHOMA WATER RESOURCES  
BOARD**

**OFFICE OF THE ATTORNEY  
GENERAL**

By: \_\_\_\_\_  
**JENNIFER CASTILLO**  
Chairman

By: Niki S. Batt  
**NIKI BATT**  
Deputy Attorney General  
Legal Counsel Unit

DATE: \_\_\_\_\_

DATE: June 3, 2024

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

Seal

**AGENDA ITEM 3D(7)**

**PROFESSIONAL SERVICES CONTRACT**

**WITH:** Oklahoma Rural Water Association

**PURPOSE:** To provide training for rural water system board members

**AMOUNT:** Not to exceed \$84,000.00

**TERM:** July 1, 2024 through June 30, 2025

**CONTRACT BETWEEN  
OKLAHOMA RURAL WATER ASSOCIATION AND  
OKLAHOMA WATER RESOURCES BOARD**

This CONTRACT, dated for convenience of reference as of the 1st day of June 2024, but to be effective as provided herein, by and between the Oklahoma Rural Water Association, hereinafter "ORWA", and the Oklahoma Water Resources Board, hereinafter "OWRB",

WITNESSETH:

WHEREAS, the OWRB is an agency of the State of Oklahoma charged with numerous responsibilities relating to the administration, management, development, conservation and utilization of the water resources of the state; and

WHEREAS, 82 O.S. §§ 1085.2 and 1324.16 provide in part that the OWRB is to organize and provide, in cooperation and conjunction with the ORWA, workshops to be offered for study and instruction of rural water district and nonprofit rural water corporation board members in areas of finance, law, and duties of board members; and

WHEREAS, the ORWA agrees to provide such assistance and training upon the terms specified in this Contract; and

WHEREAS, 82 O.S. §1085.2 authorizes the OWRB to make contracts necessary or convenient to the exercise of any powers conferred on the OWRB by law.

NOW THEREFORE, in consideration of the mutual covenants, agreements, terms, conditions and provisions herein set forth, the ORWA and the OWRB agree as follows:

1. **SERVICES TO BE PERFORMED BY ORWA:** ORWA shall provide training, and education for board members in the state in accordance with the proposal attached hereto as "Attachment A" and incorporated by reference as a part of this Contract.
2. **COMPENSATION TO ORWA:** For and in consideration of the assistance provided by the ORWA, it is agreed that the OWRB will pay the ORWA a total amount not to exceed Eighty-Four Thousand and No/100 Dollars (\$84,000.00) as such services are performed. The OWRB shall pay the ORWA for work items completed according to the unit prices included in Attachment A hereto, upon approval and processing of monthly invoices. ORWA shall submit such records or other evidence of performance such as may be required by the OWRB for processing such invoices.
3. **TERM OF CONTRACT:** The provisions of this Contract shall be in effect from and after July 1, 2024, or the date all necessary signatures and approvals are obtained, whichever is later. Once effective, it shall continue in effect through June 30, 2025.

4. AMENDMENT: The parties mutually agree that, subject to and upon the mutual written consent and approval of both parties, this Contract may be amended or modified at any time.
5. TERMINATION CLAUSE: The parties hereto mutually agree that this Contract may be terminated upon thirty (30) days advance written notice of termination by either party to the other party; provided, in the event of such termination, the OWRB agrees to pay the ORWA for such assistance and training as may have been performed by ORWA up to the time of such termination. Additionally, in the event of such termination, ORWA shall provide and submit to OWRB all of its work product, information files, records, and data incidental hereto such as may be possessed by ORWA at the time of such termination and such as relate to the performance of ORWA's services hereunder. It is further understood and agreed that financial records, supporting documents, statistical records, and all other records pertinent to this Contract shall be retained for a period of no less than three (3) years from the termination date of this Contract. The parties hereto mutually agree and acknowledge that the exercise of this termination provision shall in no respect prejudice any rights, causes of action, claims for damages or performance or remedies otherwise such as may be available to either party pursuant to this Contract and the laws of the State of Oklahoma.
6. WORKERS' COMPENSATION COVERAGE: ORWA agrees, acknowledges and warrants that it currently provides for and shall continue to provide for, in full force and effect during the duration of this Contract such workers' compensation insurance and/or liability coverage otherwise as is due, sufficient and required by law (including, but not limited to 85 O.S. § 1 et seq.) and as may be necessary to meet and satisfy any and all acts incidental to the work and services to be or as may be provided and performed by ORWA hereunder. ORWA shall provide to OWRB an acceptable written certification of workers' compensation insurance coverage within ten (10) days after receipt of a written request by the OWRB.
7. AUDITS: It is further understood and agreed that books, records, documents, accounting procedures, practices or any other items of ORWA relevant to this Contract are subject to examination by the OWRB, the State Auditor and Inspector and the State Purchasing Director of the State of Oklahoma.



Approved and agreed to by and between the parties hereto on the dates shown below.

OKLAHOMA WATER RESOURCES BOARD  
ASSOCIATION  
3800 North Classen Boulevard  
Oklahoma City, Oklahoma 73118

OKLAHOMA RURAL WATER  
1410 S.E. 15th St.  
Oklahoma City, Oklahoma 73129  
FEI: 23-7329973

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

\_\_\_\_\_  
Jimmy Seago, Chief Executive Officer Date

ATTEST:

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

(SEAL)

\*\*\*\*\*  
\*\*

STATE OF OKLAHOMA        )  
  )        ss  
COUNTY OF OKLAHOMA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Jimmy Seago, the duly authorized Chief Executive Officer on behalf of the Oklahoma Rural Water Association.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires:

## **ATTACHMENT A**

### **STATEMENT OF WORK**

#### **BOARD MEMBER TRAINING**

(July 1, 2024- June 30, 2025)

#### **BOARD MEMBER TRAINING:**

Curriculum for board member training sessions will be developed in coordination with the OWRB and will include financing, law and the ethics, duties, and responsibilities of board members. Training will conform to the requirements of Title 82 O.S. § 1324.16, which requires training for all directors of rural water districts and non-profit rural water corporations. Workshops will be held in each of the four quadrants of the state if available. Training facilities will be utilized that are as equidistant as possible to board members residences.

An instructor currently employed by ORWA will be responsible for planning, coordinating, and conducting board member training. The instructors have experience in water system management and are well informed on the legal, regulatory, and financial responsibilities of decision makers and management personnel.

The convenience of board members will be a priority consideration in scheduling training sessions. Training sessions will be conducted for various locations throughout the state to minimize time and expense for attendees. Vocational-technical schools, water system offices and other public facilities will be utilized for training. Most board member training sessions will be scheduled during the evening hours to avoid interference with board members jobs or work. The instructor will cooperate as much as possible with system requests in scheduling training.

ORWA will be responsible for the development and preparation of lesson plans, manuals, and handout materials necessary for carrying out the training services. All lesson plans, hand-outs, manuals, books, guides, and other material developed by ORWA are the property of ORWA for its exclusive use and shall be retained by ORWA at the end of the contract period. All handouts, manuals, books, guides, signage, and other materials shall note on the cover/heading that the training/workshop sessions are provided/sponsored by the Oklahoma Water Resources Board Financial Assistance Division.

#### ***THE FOLLOWING ITEMS ARE INCLUDED IN UNIT AND HOURLY COST***

*TRAVEL:* Travel expense includes mileage, lodging, per diem, tolls and other travel expenses associated with providing technical training and education services. *Also* included is travel to NRWA in-service training. Travel expenses will be documented with mileage logs and copies of receipts for lodging and tolls. Travel must be approved by OWRB.

*TRAINING MATERIALS AND EQUIPMENT:* This category includes the printing, reproduction, and distribution of Project materials, such as training session notices and agendas, guides, hand-outs, and booklets and the purchase of audio/visual equipment.

*INDIRECT COSTS:* Association accounting, administrative and secretarial support, vehicles, maintenance and repairs, office space, utilities, insurance, office equipment and other such association expenses connected with carrying out the training and education will be charged as indirect expenses to the Project.

**UNIT PRICE**

Each board member training session

\$1,200.00 per session

Total Not to Exceed \$84,000.00

**AGENDA ITEM 3D(8)**

**STATEMENT OF WORK**

- WITH:** Office of Management and Enterprise and Services Information Services
- PURPOSE:** For consideration is a 30-day planning agreement to gather technical requirements and details to build a set of agency services in the Microsoft Azure government cloud-based system for modernizing agency applications and databases. This set of modern state-of-the-art Microsoft services are known as Azure Infrastructure as a Service (IAAS) and Platform as a Service (PAAS) which replace the need for services formerly provided by on-site physical servers.
- AMOUNT:** Not to exceed \$11,000.00
- TERM:** 30 days once the agreement is executed.



**Office of Management and Enterprise Services Information Services**

Statement of Work Number: SOW0002718

Project Name: OWRB Azure IAAS and PAAS Instance Creation

Project Number:

P-Code: 090P007824

Demand Number: DMND0371302

Revision: 0

This Statement of Work, entered into between the Office of Management and Enterprise Services (“OMES”) and Water Resources Board (“Agency”) (collectively, the “Parties”), is effective as of the last date executed, and sets forth the Parties’ agreement with respect to the above-referenced Project Name. The terms of this Statement of Work are incorporated into the Agreement for Shared Services entered into between the parties. For mutual consideration, the Parties agree as follows:

**I. INTRODUCTION AND SCOPE OF WORK: (Provide a general description of the work, including the background, brief summary statement of any deliverables and tasks to be completed, ongoing support and maintenance requirements, knowledge transfer and other expected results of this Statement of Work.)**

\*\*\*\*\* This SOW is for Planning only - Planning will determine requirements, design, and methodology for the Execution portion of the project. Planning estimates are rough order magnitude of +/- 50% (P50). Execution estimates will be rough order magnitude of +/- 10% (P90) and is the product of the Planning phase. Both the Planning and Execution SOWs will require agency signature. \*\*\*\*\*

We need a modern cloud-based data repository for development of our new groundwater and stream water permitting suite of applications by Phase 2, LLC. This data source will work with the public and employee-facing Azure web applications for most of these new applications. We anticipate that the Azure App Services and Azure SQL environment will be the main repository of most freshwater and marginal water permits, water use statistics, and water well creation and decommissioning records used for decisions in water law, water policy, permitting, scientific studies, and water quantity in Oklahoma.

In addition, OWRB will provide bi-weekly reports to OMES on funds spent with Phase 2, LLC and show progress against quarterly goals listed in the SW1025 (dated 01/02/2024) which covers \$1,573,000 funding.

Resources:

Part 810 - Enterprise Architecture, Cloud Engineer, Database Administrator, Project Manager, and Network



**OKLAHOMA**  
Office of Management  
& Enterprise Services

Engineer

**Any Part Number with a Rate Amount listed as \$0 is due to one of the following:**

- Allocated resource covered by a different interagency statement of work.
- Dedicated resource covered under agency's Shared Services' Agreement.
- Resource within scope of a contract wherein the agency issued the purchase order directly to the supplier.

**II. PERIOD OF PERFORMANCE AND TIMELINE: (Detail the expected time period over which the work will occur.)**

**Planning phase will occur over 30 days and will begin once the SOW has been executed.**

**III.COSTS: (Define how costs are to be calculated, whether hourly cost for the required skill set and the cost amount, including one-time and recurring costs, as applicable. NOTE: One or more cost categories may not be applicable to a particular project. THE ONLY COSTS BILLED TO AGENCY WILL BE ACTUAL COSTS INCURRED BY OMES.)**

One Time Costs associated with project completion

Part #	Part	Quantity	Rate	Amount
<b>Total One Time Costs</b>				\$0.00

Per hour costs associated with project completion

Part #	Part	Estimated Hours	Rate	Amount
810	Project-Consulting Specialist	100	\$110.00	\$11,000.00
<b>Total Per Hour Costs</b>				\$11,000.00

Monthly costs associated with project completion



Part #	Part	Quantity	Rate	Amount
628			Maint- Application Maint	\$0.00
			<b>Total Monthly Costs</b>	\$0.00

			<b>Total Cost</b>	\$11,000.00
--	--	--	-------------------	-------------

**IV. Assumptions: (The Project scope and estimated costs include the following assumptions.)**

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**V. MISCELLANEOUS:**

No service hereunder shall be performed until this Statement of Work is signed by all Parties; however, the costs associated with the tasks set forth herein may require adjustment if this Statement of Work is not fully executed by the earlier of the end of the current fiscal year or within 30 days following execution on behalf of OMES. Notwithstanding the foregoing, the Agency is financially responsible for any planning and preparation costs incurred by OMES on the Agency's behalf and in advance of execution of this SOW. Tasks outside the scope of this Statement of Work will not be performed, and no additional terms or conditions will be added to this Statement of Work, unless agreed to in writing by the Parties. Either party may terminate this Statement of Work by providing at least thirty days' written notice to the other party, but Agency is obligated to pay for products and services delivered prior to the effective date of the termination. This is a P90 estimate, this estimate will be within +/- 10% of the final cost of this project. It is the Agency's responsibility to notify OMES of specific internal policies and regulations applicable to this work such as, but not limited to: IRS Publication 1075, Family Educational Rights and Privacy Act, Health Insurance Portability and Accountability Act / Health Information Technology for Economic and Clinical Health Act, Criminal Justice Information System, or Social Security Number Protection Act of 2010.

To the extent this Statement of Work includes goods leased by OMES and provided to Agency, Agency agrees to comply with lessee's obligations to lessor as set forth in the applicable lease agreement.

**Tasks performed under the terms of this Statement of Work are accepted upon the earlier of the Parties' execution of an OMES Form 051 Certification of Completion and Acceptance or after 14 days of completion.**

**SIGNATURES:**

The undersigned represent and warrant they are authorized, as representatives of the party



**OKLAHOMA**  
Office of Management  
& Enterprise Services

on whose behalf they are signing, to sign this Statement of Work and to bind their respective party thereto.

OMES:

Authorized Signature

Printed Name                    Joe McIntosh

Title                                Chief Information Officer

Date

OMES:

Authorized Signature

Printed Name

Title

Date

AGENCY:

Authorized Signature

Printed Name                    Jennifer Castillo

Title                                OWRB Board Chairman

Date

AGENCY:

Authorized Signature

Printed Name                    Suzanne Landess

Title                                OWRB Board Secretary

Date

SEAL



**AGENDA ITEM 3D(9)**  
**INTERAGENCY AGREEMENT**

**WITH:** Grand River Dam Authority

**PURPOSE:** To provide work and services related to the GRDA Dissolved Oxygen Monitoring Project for fiscal year 2025.

**AMOUNT:** Not to exceed \$237,812.00

**TERM:** July 1, 2024 through December 31, 2025

## INTERAGENCY AGREEMENT

**THIS AGREEMENT**, dated for convenience of reference as of the 1st day of July, 2024 but to be effective as provided herein, by and between the Oklahoma Water Resources Board, hereinafter referred to as "Board", an agency of the State of Oklahoma created and existing pursuant to 82 O.S. § 1085.1, and the Grand River Dam Authority, hereinafter referred to as "Authority", an agency of the State of Oklahoma organized and existing pursuant to 82 O.S. § 861 et seq. as amended.

**WHEREAS**, 27A O.S. § 1-3-101 provides in part that the Board has a number of jurisdictional areas of environmental responsibility for the State of Oklahoma, including but not limited to administration of a state program for assessing, monitoring, studying and restoring Oklahoma lakes; and

**WHEREAS**, the Authority is a licensee under the Federal Power Act for all hydropower projects referenced herein; and

**WHEREAS**, the Board has the personnel, labor, equipment and facilities available to perform work for the Authority in connection with the project described herein; and

**WHEREAS**, pursuant to 82 O.S. §1085.2(2) the Board is authorized to make such contracts as in the judgment of the Board are necessary or convenient to the exercise of any of the powers conferred upon it by law; and

**WHEREAS**, this Agreement is further authorized by 74 O.S. § 581.

**NOW, THEREFORE**, in consideration of the above, it is agreed:

1. **SERVICES TO BE PROVIDED BY BOARD.** The Board shall complete the work and services ascribed to it in "Work plan for GRDA Dissolved Oxygen Monitoring Project for Fiscal Year 2025" attached hereto and incorporated by reference herein, in accordance with a schedule to be developed by representatives of the parties.
2. **COMPENSATION BY AUTHORITY TO BOARD.** The Authority shall pay and reimburse the Board for services performed and costs incurred in the performance of this Agreement, provided the total amount shall not exceed Two Hundred Thirty-Seven Thousand, Eight Hundred Twelve Dollars (\$237,812) for the entire term hereof. Payments shall be made according to the following procedures:
  - a. The Board shall prepare, at minimum, quarterly invoices and submit the same to the Authority on or before the 20th day of October 2024, December 2024, March 2025, and June 2025. The invoices shall request payment associated with completion of the task indicated in the Workplan. The invoices shall detail all services performed and costs incurred during the previous quarter and shall itemize the following information, if applicable to this Agreement: (i) labor rate with position title and hours worked; (ii) material markup percentage, (iii) equipment

rate with hours utilized, (iv) quantity and type of material with unit cost, and (v) other miscellaneous expenses (e.g. hotel, meals, mileage, airfare, etc.) The Board shall provide sufficient documentation with each invoice to demonstrate the task has been achieved and supports the amounts requested. If unacceptable in form, the Authority will return the same to the Board with reason(s) for rejection.

- b. The Authority will process and pay the invoice within forty-five (45) days after the date the invoice is received and accepted by the Authority.
  - c. The above agreed upon amount may be subject to change, with written approval signed by both the Board and the Authority, for the following: Replacement of equipment that has been lost due to flooding, damage, or malfunction that prevents the proper functioning of the equipment.
3. **TERM; EXTENSION; TERMINATION.** Subject to the provisions of this paragraph no. 3, this Agreement shall be effective from July 1, 2024 through December 31, 2025. This Agreement may be extended, renewed or modified at any time upon such written terms and conditions as the parties may approve and execute with the same formalities as this Agreement. This Agreement may be terminated by either party for any reason, upon the occurrence of a "Termination Date" which is thirty (30) or more days after the terminating party delivers to the other party a written notice of termination specifying such Termination Date.
  4. **AUDIT.** The Board will, at all times during the term of this Agreement and for a period of five (5) years after completion of this Agreement, maintain and make available for inspection and audit by the Authority and/or the Oklahoma State Auditor, all books, supporting documents, accounting procedures, practices, and all other items relevant to the Agreement.
  5. **WORKERS COMPENSATION.** The Board agrees, acknowledges and warrants that it currently provides, and shall continue to provide, in full force and effect during the duration of this Agreement, such workers' compensation insurance and/or liability coverage otherwise as is due, sufficient and required by law (including, but not limited to 85 O.S. § 1 et seq.) and as may be necessary to meet and satisfy any and all acts incidental to the work and services to be or as may be provided and performed by the Board hereunder.
  6. **INDEMNITY.** The Board and Authority mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. 2001 § 151 *et seq.*). The Board and Authority hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents, or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and



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

ATTEST:

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

(SEAL)

**Workplan for GRDA Dissolved Oxygen Monitoring Project for Fiscal Year 2025**

**Prepared for  
The Grand River Dam Authority**

**Prepared by  
Oklahoma Water Resources Board**

**May 2024**

## **Introduction**

A comprehensive monitoring and remediation effort is currently ongoing in the Grand River Basin. These efforts are required to meet the requirements outlined in the Grand River Dam Authority (GRDA) Federal Energy Regulatory Commission (FERC) permit. As part of the GRDA FERC re-licensing process the GRDA has agreed to implement a water quality improvement plan intended to achieve compliance with applicable water quality standards in portions of Hudson and Grand Reservoirs, as well as applicable tailrace areas. The GRDA has worked cooperatively with the OWRB since 2005 to accomplish this plan. As the program has matured, various water quality platforms have been placed throughout the monitoring area to collect real-time monitoring data, and various adaptive management plans have been tested and implemented to mitigate for low dissolved oxygen (DO). Although the various adaptive management plans are implemented through specific project work plans, the program has maintained a generalized monitoring work plan to support all project objectives. The objectives of the program are:

1. Operate and maintain project infrastructure
2. Manage all project data
3. Maintain and describe a long-term record of condition
4. Analysis and reporting for current mitigation activities

## **Operate and Maintain Project Infrastructure and Data (Objectives 1 and 2)**

The project maintains a variety of water quality data collection platforms (WQDCPs) to support DO monitoring throughout the GRDA project areas. For the Pensacola project (Grand Lake), the WQDCPs include an in-lake water quality (WQ) platform and three bridge mounted WQ platforms in the tailrace (Figure 1). The Markham Ferry Project (Hudson Lake) includes two tailrace WQ buoys (Figure 2). The WQ platform in Grand Lake contains a YSI® EXO2 multiparameter sonde, while the other WQDCPs are equipped with Eureka® Manta2 water quality sondes. All WQDCPs contain a fully functioning datalogger and telemetry equipment to collect and transmit data at various intervals. All instruments measure water temperature and dissolved oxygen, while some instruments also measure pH, blue green algae, chlorophyll-a, and turbidity. Each sonde also incorporates a central universal wiping system to ensure that the DO probe membrane remains free of foreign material. All WQDCPs are self-powered.

Each monitoring station is visited on regular intervals to ensure quality data are collected and DCPs are fully functioning. Sondes are calibrated and maintained according to OWRB Standard Operating Procedures (OWRB, 2013; Wagner et al., 2006). During each visit several sets of data are collected to allow for post-processing and application of service interval corrections before analyses occur. Records are corrected to account for drift from two sources—fouling and calibration. Probes are cleaned with a pre-cleaning and post-cleaning value recorded. The percentage difference between these two readings is applied to all data in the service interval as a fouling correction. After the sensor is cleaned, a calibration check is performed with calibration occurring as needed. When calibration is necessary, a calibration correction is applied to all data in the service

interval. For DO, this correction is calculated as the percent difference between a known reading (DO percent saturation reading before calibration) and the expected reading at the same temperature and barometric pressure. To fully correct data, the sum of the fouling and calibration corrections is applied as a two-point shift over the service interval with the assumption that drift occurred at a constant rate over that interval. All data are manipulated using AQUARIUS™ Time-Series software (Aquatic Informatics®, 2016). For a more detailed discussion of sampling procedures, please contact the OWRB WATER Division at (405) 530-8800 for a copy of the Standard Operating Procedures (SOP) document.

Data records are maintained using redundancy protocols. Data are saved to the WQDCP datalogger for batch transmissions at regular intervals. Transmitted data are captured and stored on OWRB and GRDA servers. All time-series data are eventually stored and manipulated using the AQUARIUS™ Time-Series software (Aquatic Informatics®, 2016), which is regularly backed up through the OWRB data management protocols. Data are displayed at both the GRDA and OWRB websites. Data are also available through an email alert system. When any individual compliance probe indicates a DO mg/L reading below any of the action limits, the NexSens® WQDataLive, a web-based software hosted by NexsensTechnology Inc. sends an alarm email to all necessary personnel at GRDA, FERC, ODWC, USFWS, and the OWRB notifying them of the appropriate action to take according to the mitigation plan.

As part of this project, the OWRB will maintain two in-lake WQDCPs. These WQDCPs will be maintained by the OWRB using the same protocol and time frames as the rest of this project. The OWRB will capture data from these WQDCPs for the GRDA. This data will be hosted on the OWRB's AQUARIUS™ Time-Series Database (Aquatic Informatics, 2016).

### **Maintain and Describe a Long-term Record of Condition (Objective 3)**

All project data are regularly analyzed to maintain a long-term record of water quality condition at each lake and tailrace. Data are analyzed from both a WQ standards and a WQ standards implementation perspective. Dissolved oxygen is addressed in two places in Oklahoma Administrative statutes--Oklahoma Administrative Code (OAC) Chapter 730 "Oklahoma Water Quality Standards" and OAC Chapter 740 "Implementation of Oklahoma's Water Quality Standards" (Department of Environmental Quality, 2022). Compliance language for these sites can be found in Section 4.0 of "Pensacola and Kerr Dams Downstream DO Compliance and DO Monitoring Plan" (GRDA, 2008). Results are included in an annual monitoring report which will encompass all project activities. For a full understanding of analyses procedures, please refer to the most recent monitoring report (GRDA, 2023).

These analyses and reports are useful in several ways. Primarily, they provide an annual snapshot of condition. The year-end reports provide not only a graphical display of the



data, but a year-end analysis of compliance and implementation. Second, data are analyzed over the period of record. These analyses are used to determine impairment status and to visualize long-term trends. Lastly, data are directly used to develop defensible, data-driven adaptive management plans.

### **Analysis and Reporting for Current Mitigation Activities (Objective 5)**

Beginning in 2011-2012 a mitigation scenario was implemented in accordance with Article 403 of the Federal Energy Regulatory Commission's (FERC) License for the Pensacola Project (FERC No. 1494) and the Markham Ferry Project (FERC No. 2183) to address the low DO conditions that exist during the summer months. This included pulsing aerated water from the turbines at Pensacola Dam and 350 cubic feet per second release from the Tainter gates at Kerr Dam. A yearly report will be provided for mitigation activities and an analysis of mitigation plan effects for both the Pensacola Project and the Markham Ferry Project. Additionally, all data for those projects will be provided in a digital format to GRDA. Prior to assessing additional mitigation plans that may help comply with state standards, OWRB and GRDA believe a better understanding of the physio-chemical relationships between power generation and lake stratification are needed. The relationship between the profiler data and generation may help determine trends in the tailrace and hypolimnetic DO. These relationships will be outlined in the annual report.

Figure 1. Pensacola Stations

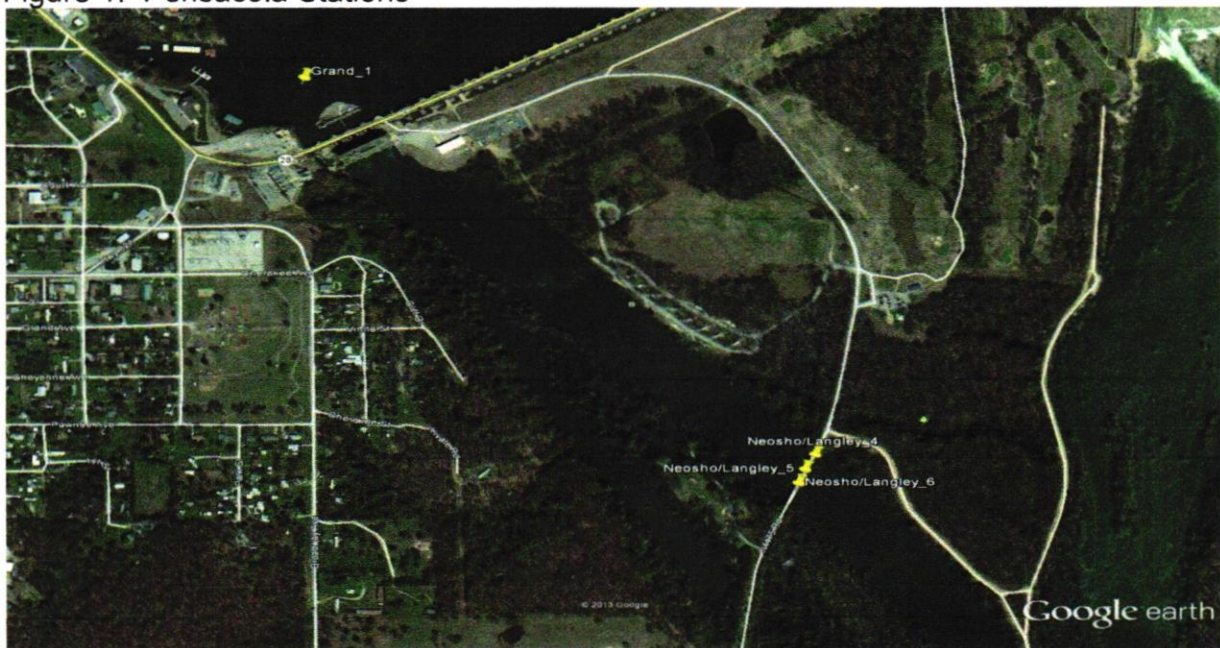


Figure 2. Markham Ferry Stations



Table 1. Projects Sites, Descriptions, and Locations

Project	Site	Location	Description
Pensacola	Grand_Prof	In Lake, 125 meters north of the dam	WQ Vertical Profiler
Pensacola	Horse Creek 1	In Lake	WQ Buoy
Pensacola	Horse Creek 2	In Lake	WQ Buoy
Pensacola	Horse Creek 3 <sup>1</sup>	In Lake	WQ Buoy
Pensacola	Neosho/Langley_4	County Road Bridge (950 meters downstream), Left Edge of Water	WQ Sonde in HDPE tube
Pensacola	Neosho/Langley_5	County Road Bridge (950 meters downstream), Center Channel	WQ Sonde in HDPE tube
Pensacola	Neosho/Langley_6	County Road Bridge (950 meters downstream), Right Edge of Water	WQ Sonde in HDPE tube
Markham Ferry	Kerr Compliance_1	Center Channel, 375 meters downstream of the dam	WQ Buoy
Markham Ferry	Kerr Compliance_2	Center Channel, 750 meters downstream of the dam	WQ Buoy

<sup>1</sup>Horse Creek 3 is currently inactive.

Table 2. Plan Milestone Dates

Task	Beginning Date	Expected Ending Date
Plan Implementation	July 1, 2024	N/A
Data Collection	July 1, 2024	June 30, 2025
Data Analysis and Report Creation	July 1, 2024	December 15, 2024
Draft Report for GRDA Review	December 15, 2024	January 15, 2025
Final Report due to FERC	February 15, 2025	March 15, 2025

Table 3. General Project Budget

<b>PROJECT BUDGET</b>			
<b>Personnel</b>		<b>Person Yrs.</b>	<b>Expenditure</b>
1	Environmental Programs Manager III	0.20	\$ 14,132
1	Environmental Programs Specialist IV	0.45	\$ 28,576
1	Environmental Programs Specialist II	0.40	\$ 20,000
<b>Total Person Years =</b>		1.05	<b>Sub-total = \$ 62,708</b>
<b>Benefits</b>			
			52.68% of Salary for Fringe Benefits \$ 33,035
			78.38% of Salary for Indirect Costs \$ 49,151
<b>Lodging &amp; Per Diem</b>			
			Travel & Per Diem (Per State Travel Act) \$ 7,820
<b>Equipment</b>			
			Water Quality Monitoring Field Equipment \$ 5,000
			<b>Equipment Sub-total = \$ 5,000</b>
<b>Emergency Equipment*</b>			
			Equipment Replacement Fund \$ 50,000
<b>Supplies</b>			
			Project Supplies and Materials \$ 4,400
			Data Processing Materials \$ 25,698
			<b>Supplies Sub-total = \$ 30,098</b>
<b>TOTAL PROJECT COST =</b>			<b>\$ 237,812</b>

\*Equipment replacement fund only to be used with consent from both parties in the event of equipment loss or catastrophic failure

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

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

**June 18, 2024**

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

**June 18, 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>
2023-548 4/24/2023	Michael John and Katie Jean Haynes	20	Alfalfa County, Cimarron River A&T	316 acres Section 31, T24N, R11WIM	Irrigation 632 a.f.
2023-562 5/25/2023	Robbie Kent and Shayla Janae Reimer	12	Major County, A&T Deposits of the Cimarron River	160 acres Section 17, T22N, R10WIM	Irrigation 320 a.f.
2023-670 11/13/2023	Houa Lor	2	Cherokee County, Boone/Roubidoux/ Northeastern Oklahoma Pennsylvanian	50 acres Section 28, T18N, R21EIM	Agriculture 100 a.f.
2023-685 12/15/2023	Daryl and Miriam E. Mast Revocable Trust	1	Custer County, Rush Springs Sandstone	159 acres Sections 11, T13N, R14WIM	Irrigation 286 a.f.
2023-686 12/15/2023	Delvin and Anita Mast	2	Custer County, Rush Springs Sandstone	160 acres Section 11, T13N, R14WIM	Irrigation 267 a.f.
2024-532 10/13/2023	David and Deanna McCall	1	Caddo County, Rush Springs Sandstone	78 acres Section 29, T10N, R12WIM	Irrigation 78 a.f.

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

**June 18, 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>
2000-581 1/2/2024	Johnson Land, LLC	27	Alfalfa County, Cimarron River A & T	480 acres Section 6, T23N; Section 31, T24N; R10WIM	Irrigation 960 a.f.
2003-612 4/13/2023	Lavonne Kroeker	11	Major County, Cimarron River A & T	160 acres Section 27, T23N, R11WIM	Irrigation 320 a.f.
2008-592 4/12/2023	Lavonne Kroeker	8	Major County, Cimarron River A & T	160 acres Section 13, T22N, R11WIM	Irrigation 320 a.f.
2009-516 12/19/2023	Stutzman Land, LLC	2	Custer County, Rush Springs Sandstone	160 acres Section 24, T13N, R14WIM	Irrigation 273 a.f.

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

**June 18, 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>
1990-517A 4/11/2023	Flatland Farms, LLC	9	Texas County, Ogallala Panhandle	4,319 acres Sections 12, 7, 18, 22, T5N; Section 16, 20, 21, T6N; R16ECM	Irrigation, and Mining – oil and gas 8,637.1 a.f.
1990-517B 2/3/2024	Roger and Marilyn Fischer	12	Texas County, Ogallala Panhandle	6,435.73 acres Section 15, 16, 20, 24, 26, 27, 28, 29, 31, 33, 34, T5N, R16ECM; Section 14, 23, 24, 27, 34, 35, 36, T5N; Section 3, 6, T4N; R15ECM; Section 15, T6N, R16ECM; Section 7, T5N; Section 30, T6N, R17ECM	Irrigation, and Mining – oil and gas 12,871 a.f.
2010-572 2/24/2024	Justin and Andrea Miller	2	Beckham County North Fork of the Red River A&T	438 acres Section 17, 20, T9N, R25WIM	Irrigation 438 a.f.
2014-563 3/17/2023	BJ and Jeri Ward	7	Cimarron County Ogallala Panhandle	948 acres Section 29, 30, 31, T3N, R1ECM	Irrigation 1,896 a.f.



**WATER RIGHTS ADMINISTRATION DIVISION**  
**Applications to Amend Prior Right to Use Groundwater**

**June 18, 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>
1953-136A 12/19/2023	Stutzman Land, LLC	2	Custer County, Rush Springs Sandstone	160 acres Section 24, T13N, R14WIM	Irrigation 47 a.f.

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

**June 18, 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-1048	Savage Excavation	Monitoring Wells	Eric Hutton OP-2240
DPC-1050	Superior Excavation, LLC	Groundwater Wells, monitoring Wells, Pump Installation, and Heat Exchange	Wade Beneda OP-2484
DPC-1052	Alamo Environmental DBA	Groundwater Wells, monitoring Wells, and Pump Installation	Jarod Michalsky OP-2388

**New Operators, License Name Change, and/or Activities for Existing Licenses:**

None.

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

**June 18, 2024**

<b>NUMBER</b>	<b>NAME OF COMMUNITY</b>	<b>FLOODPLAIN ADMINISTRATOR</b>
FPA-836	Marshall County	William Macon
FPA-830	Pawnee County	Troy Choplin
FPA-27	Kay County	Shelby Epperly
FPA-35	Canadian County	Taylor Burt
FPA-67	Comanche County	Cynthia Williams