

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.

**July 15, 2025, Regular Meeting Draft Official Minutes
For consideration at the September 16, 2025 Board Meeting**

CALL TO ORDER

The Regular Meeting of the Oklahoma Water Resources Board was called to order by Chairman Tom Gorman, on July 15, 2025, 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 July 11, at 3:12 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 Stallings, Jr.
Suzanne Landess
Jarred Campbell
Tom Gorman
Bandy Silk
Bob Latham
Darren Cook
Heather McCall

Board Members Absent

None

Staff Members Present

Julie Cunningham, Executive Director
Sara Gibson, General Counsel
Tamara Lilly, Executive Administrator
Lori Johnson, Chief, Financial Assistance Division
Bill Cauthron, Chief, Water Quality Programs Division
Chris Neel, Chief, Planning and Management Division
Jay Foote, Chief, Administrative Services Division

Others Attending

Robert Porton
Kim Goodin
Kirby F.
Tom I.
Brad Phillips
Thomas Heiney
Mitch Price
Mary Stallings
Monty Lexington
Johnny Kelley
Bea Aamodt
Emily Rowland
Tara Kilpatrick
Tom Cook Jr.
Mike Rax
Rick Rumsey
JJ Francis
Todd M'Guire
David Oakley
Jeffery Gross

Jered Davidson
Vicki Reed
Connor Andreen
Randy McDaniel
Chris Wolff
Ronnia Andreios
Rick Pearson
Bodie Bachlor
Gavin Graves

B. Discussion, Amendments and Vote to Approve Official Minutes of June 17, 2025, Regular meeting. Chairman Gorman inquired if all members reviewed the minutes of the June 17, 2025, meeting and if no questions, or changes, requested a motion to approve. No comments or amendments; Mr. Latham motioned to approve, and Ms. Landess seconded the motion. Chairman Gorman called for the vote.

AYE: Latham, Justice, Landess, Cook, Campbell, McCall, Silk, Gorman
NAY: None
ABSTAIN: Stallings
ABSENT: None

C. Executive Director's Report:

Director Cunningham reported that the Board approved over \$450 million dollars in loans and grants for 133 projects saving communities over \$156 million dollars. The Financial Assistance Division closed over \$432 million dollars in bonds, maintained our AAA rating and disbursed over \$682 million in grants and loan proceeds compared to FY 2024 of \$473 million.

For ARPA funding, we approved 184 projects with over \$481 million disbursed and 29 projects fully expended. As for our REAP program, we received a one-time appropriation in FY 2024 of \$4 million and resulted in 52 projects under this program.

As for interim studies, Representative Newton is conducting a study on water and will be working with OWRB. There are some other studies being conducted including one looking at long range infrastructure to include roads, bridges and airports.

D. Financial Update

Mr. Jay Foote, Chief Administrative Services Division, presents the budget report for the period ending June 2025. Mr. Foote reports the agency has spent 73 % of its appropriated budget leaving 27 %; spent 60% of its revolving budget, leaving 40%; has spent 40% of its federal budget, leaving 60%. Overall, the total budget remaining is 58% with 42% of the year remaining. Also working on the fiscal side of the building move in 2026.

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 Chelsea Economic Development Authority, Rogers County, Oklahoma. Recommended for Approval.

This is a loan request from the Chelsea Economic Development Authority for an amount not to exceed \$1,140,000. They have requested the funds to construct a new 88-foot diameter welded steel tank clear well for

storage to replace an inoperable clear well and address increasing demand. The loan will be funded through the FAP state revenue bond loan program with a fixed interest rate and a maturity not to exceed 30 years. The loan will be secured with a lien on Chelsea's water, sewer, and sanitation systems revenue and a 3 cent sales tax and includes a mortgage on the water and sewer systems. This will be Chelsea's 2nd open loan with the board and their debt coverage ratio stands at 3.29 times.

Chairman Gorman asked for a motion or further discussion. Mr. Stallings moved to approve, and Mr. Justice seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman

NAY: None

ABSTAIN: None

ABSENT: None

B. Consideration of and Possible Action on a Proposed Order Approving Drinking Water Funding Application for The Anadarko Public Works Authority, Caddo County, Oklahoma. Recommended for Approval.

This is a \$1,454,850 loan request from The Anadarko Public Works Authority.

They have requested the funds to construct a new 250,000-gallon elevated storage tank to increase water storage capacity in the area. The loan will be funded through the Drinking Water SRF loan program with a fixed interest rate plus an admin fee and a maturity not to exceed 30 years. The loan will be secured with a lien on Anadarko's water, sewer, sanitation and electric systems revenue and includes a mortgage on the water and sewer systems. This is Anadarko's only loan with the board and their debt coverage ratio stands at 3.05 times.

Chairman Gorman asked for a motion or further discussion. Mr. Latham moved to approve, and Mr. Silk seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman

NAY: None

ABSTAIN: None

ABSENT: None

C. Consideration of and Possible Action on a Proposed Order Approving Drinking Water Funding Application for the Roland Utility Authority, Sequoyah County, Oklahoma. Recommended for Approval.

This is a \$2,276,000 loan request from the Roland Utility Authority. They have requested the funds to construct a new 500,000-gallon clearwell to provide backup when repairs are needed to the existing clearwell and rehabilitate the existing 1,000,000-gallon clearwell. The loan will be funded through the Drinking Water SRF loan program with a fixed interest rate plus an admin fee and a maturity not to exceed 30 years. The loan will be secured with a lien on Roland's water, sewer, and sanitation revenues, a 2 cents sales tax and includes a mortgage on the water and sewer systems. Roland is a long time customer of the Board's in good standing with 4 outstanding loans and a combined balance of \$4.8M and their debt coverage ratio stands at 1.92 times.

Chairman Gorman asked for a motion or further discussion. Mr. Stallings moved to approve, and Mr. Justice seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman

NAY: None

ABSTAIN: None

ABSENT: None

- D. Consideration of and Possible Action on a Proposed Order Approving State Loan Program Revenue Bond Loan Funding Application for the Rural Sewer District No.1, Rogers County, Oklahoma. Recommended for Approval.

This is a \$2,340,000 loan request from the Rogers County Rural Sewer District No. 1.

The district was approved for a loan in September 2024 for \$10.6 million to rehabilitate their existing lagoons and construct 3 new lagoons, a concrete basin, and a new discharge lift station. Bids came in at approximately \$2 million over estimated costs so they have requested this loan to provide additional funding to complete the project. The loan will be funded through the FAP state revenue bond loan program with a fixed interest rate and a maturity not to exceed 31 years. The loan will be secured with a lien on the District's sewer systems revenue includes a mortgage on the sewer systems. This will be the District's 2nd open loan with the board. Their current loan balance with the Board is \$9.8 million and their debt coverage ratio stands at 1.28 times.

Chairman Gorman asked for a motion or further discussion. Ms. Landess moved to approve, and Mr. Stallings seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman

NAY: None

ABSTAIN: None

ABSENT: None

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

This is a \$2,995,000 loan request from The Noble Utilities Authority. They have requested the loan to replace approximately 3,900 linear feet of existing 12" sewer lines with 24" line and a 21" line to accommodate recent population growth. The loan will be funded through the FAP state revenue bond loan program with a fixed interest rate and a maturity not to exceed 21 years. The loan will be secured with a lien on the Noble's water and sewer system revenues, a 2 cent sales tax, and includes a mortgage on the water and sewer systems. This will be the Noble's 2nd open loan with the board. Their current loan balance is \$456 thousand, they are in good standing, and their debt coverage ratio stands at 6.14 times.

Chairman Gorman asked for a motion or further discussion. Mr. Latham moved to approve, and Mr. Stallings seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman

NAY: None

ABSTAIN: None

ABSENT: None

- F. Consideration of and Possible Action on a Proposed Order Approving Drinking Water Funding Application for The Elk City Public Works Authority, Beckham County, Oklahoma. Recommended for Approval.

This is a \$3,494,544.13 loan request from The Elk City Public Works Authority.

They have requested the funds to replace deteriorating water lines throughout the city.

The loan will be funded through the Drinking Water SRF loan program with a fixed interest rate plus an admin fee and a maturity not to exceed 2 years. The loan will be secured with a lien on Elk City's water, sewer, and sanitation systems. This is Elk City's only loan with the board and their debt coverage ratio stands at 2.77 times.

Chairman Gorman asked for a motion or further discussion. Mr. Silk moved to approve, and Mr. Justice seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman

NAY: None

ABSTAIN: None

ABSENT: None

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

This is a \$4,900,000 loan request from The Elgin Public Works Authority. They have requested the loan to make improvements at the wastewater treatment plant to accommodate recent and future growth and to refinance an existing note originally incurred for water system improvements. The loan will be funded through the FAP state revenue bond loan program with a fixed interest rate and a maturity not to exceed 31 years. The loan will be secured with a lien on Elgin's water and sewer system revenues, a 2-cent sales tax, a 2-cent use tax, and includes a mortgage on the water and sewer systems. Elgin is a long time customer of the Board's in good standing with 4 outstanding loans and a combined balance of \$4.6M and their debt coverage ratio stands at 1.66 times.

Chairman Gorman asked for a motion or further discussion. Mr. Justice moved to approve, and Mr. Latham seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman

NAY: None

ABSTAIN: None

ABSENT: None

- H. Consideration of and Possible Action on a Proposed Order Approving State Loan Program Revenue Bond Loan Funding Application for the Bixby Public Works Authority, Tulsa County, Oklahoma. Recommended for Approval.

This is a \$9,850,000 loan request from the Bixby Public Works Authority. They have requested the loan for planning and design and construction of various water and wastewater projects throughout their system due to aging infrastructure and to accommodate population increases. The loan will be funded through the FAP state revenue bond loan program with a fixed interest rate and a maturity not to exceed 16 years. The loan will be secured with a lien on Bixby's water and sewer system revenues and a 0.3-cent sales tax. Bixby is a long-time customer of the Board's in good standing with 3 outstanding loans and a combined balance of \$13.9M and their debt coverage ratio stands at 1.98 times.

Chairman Gorman asked for a motion or further discussion. Mr. Stallings moved to approve, and Mr. Silk seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman

NAY: None

ABSTAIN: None

ABSENT: None

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

This is a \$10,760,000 loan request from the Okmulgee Municipal Authority. (Note agenda has Okmulgee PWA) They have requested the loan to replace water lines throughout their system due to excessive water line breaks caused by aging infrastructure. The loan will be funded through the FAP state revenue bond loan program with a fixed interest rate and a maturity not to exceed 31 years. The loan will be secured with a lien on Okmulgee's water, sewer, and sanitation system revenues and a 2-cent sales tax.

Okmulgee is a long time customer of the Board's in good standing with 4 outstanding loans and a combined balance of \$8.6M and their debt coverage ratio stands at 3.23 times.

Chairman Gorman asked for a motion or further discussion. Mr. Silk moved to approve, and Mr. Campbell seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman

NAY: None

ABSTAIN: None

ABSENT: None

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

This is a \$26,400,000 loan request from the Broken Arrow Municipal Authority. They have requested the loan for planning, design, and property acquisition on 3 water projects and 3 sewer projects for future work and construction on 8 sewer projects and 7 water projects to address the most critical portions of the system due to aging infrastructure. The loan will be funded through the FAP state revenue bond loan program with a fixed interest rate and a maturity not to exceed 31 years. The loan will be secured with a lien on Broken Arrow's water, sewer and sanitation revenues and a 1-cent sales tax. Broken Arrow is the 5th largest borrower of the Board's with 16 outstanding loans and a combined balance of \$161.5M and their debt coverage ratio stands at 2.61 times.

Chairman Gorman asked for a motion or further discussion. Mr. Latham moved to approve, and Mr. Stallings seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman

NAY: None

ABSTAIN: None

ABSENT: None

3. SUMMARY DISPOSITION AGENDA ITEMS

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.

- 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.

Item 3-G-#3 was pulled by Chair Gorman for a separate vote

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>
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a.	FAP-25-0006-G	Martha Utilities Trust	Jackson	\$ 45,729.56
b.	FAP-25-0005-G	Rural Water District No. 1	Stephens	\$ 84,991.87

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>
ASCOG a.	FAP-25-0002-R	Fort Cobb Public Works Authority	Caddo	\$ 143,456.63
EODD b.	FAP-25-0083-R	The Porter Public Works Authority	Wagoner	\$ 149,950.00
KEDDO c.	FAP-25-0004-R	Rural Water District No. 17	LeFlore	\$ 41,000.00
NODA d.	FAP-25-0018-R	The Covington Utilities Authority	Garfield	\$ 134,607.00
SODA e.	FAP-25-0072-R	Francis Public Works Authority	Pontotoc	\$ 80,000.00

3. CWSRF Principal Forgiveness Loan Applications:

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
a.	ORF-25-0036-CW	Carnegie Public Works Authority	Caddo	\$ 1,000,000.00
b.	ORF-24-0033-CW	The Locust Grove Public Works Authority	Mayes	\$ 1,500,000.00
c.	ORF-26-0037-CW	Roff Public Works Authority	Pontotoc	\$ 1,500,000.00
d.	ORF-25-0025-CW	The Sperry Utility Services Authority	Tulsa	\$ 1,500,000.00
e.	ORF-26-0031-CW	Tishomingo Municipal Authority	Johnston	\$ 1,500,000.00
f.	ORF-23-0072-CW	Wewoka Public Works Authority	Seminole	\$ 1,500,000.00

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:
None.

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

1. Interagency Agreement Contract with Centennial Law Group for Legal Services associated with bond issues for the Financial Assistance Division.
2. Interagency Agreement with IN_SITU, Inc. to provide a contract for the purchase of VuLink Data Logger & Telemetry System for water quality monitoring.
3. Amendment of contract with the Oklahoma Department of Environmental Quality to provide renewal of term for Bathymetric Survey of Select Dissolved Oxygen Impaired Reservoirs.
4. Amendment of Contract with the Oklahoma Department of Environmental Quality to provide renewal of term for SWS Lakes- Booker Lake and Watershed TMDL Monitoring.
5. Research Agreement with the Board of Regents of the University of Oklahoma to Provide for the modernization and migration of OWRB Geospatial Resources.
6. Agreement for Rehabilitation of High Hazard Potential Dams Grant Agreement for the City of Sapulpa.
7. Agreement for Rehabilitation of High Hazard Potential Dams Grant Agreement for the City of Norman.
8. Agreement for Rehabilitation of High Hazard Potential Dams Grant Agreement for Bryan County Rural Water, Sewer & Solid Waste Management District No. 2, Bryan County.
9. Third Amendment to the Grant Agreement with the Office of Management Enterprise Services for administrative services related to the American Rescue Plan Act Grant Funds designated by the Legislature for water and wastewater infrastructure and dam rehabilitation.
10. Fourth Amendment to the Grant Agreement with the Office of Management and Enterprise Services for administrative services related to the American Rescue Plan Act Grant Funds designated by the Legislature for Statewide Strategic Water Infrastructure Projects.
11. Standard Technical Services Agreement between the OWRB and INTERA to construct a regional numerical groundwater-flow model of the Cimarron River alluvial aquifer and model a variety of equal proportionate share scenarios for the aquifer.

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

1. The Weed Patch, LLC, Stephens County, 2024-543
2. Aaron T. Stutzman and Carla Rose Stutzman, Custer and Washita County, 2024-586
3. Preston C. Jones and Christina D. Jones, Woods County, 2024-594
4. Devlin and Phillips, LLC, Custer County, 2024-626
5. Russell E. Repp and Staci M. Repp, Caddo County, 2025-520

6. Russell E. Repp and Staci M. Repp, Caddo County, 2025-521
7. Russell E. Repp and Staci M. Repp, Caddo County, 2025-522
8. Russell E. Repp and Staci M. Repp, Caddo County, 2025-541

F. Consideration of and Possible Action on Applications to Amend Temporary Permits to Use Groundwater:
None

G. Consideration of and Possible Action on Applications for Regular Permits to Use Groundwater:

1. Carlos Gonzalez, Bryan County, 2023-591
2. Peter Guenther and Mary Guenther, Cimarron and Texas Counties, 2024-630
3. Vantine-Landess Family, LLC, Texas County, 2024-658 ***
4. Kent D. Miller and Denise R. Miller, Ellis County, 2025-514
5. FD Guymon Farms, LLC, Texas County, 2025-519

H. Consideration of and Possible Action on Applications to Amend Regular Permits to Use Groundwater:

1. Richard Hugh Dorman II and Christopher Alan Dorman, Beaver County, 1974-463A
2. Seaboard Foods, LLC, Texas County, 1974-479B
3. Arthur Bohlmann and Deborah Bohlmann, Texas County, 1979-555
4. Seaboard Foods, LLC, Texas County, 1996-672B

I. Consideration of and Possible Action on Applications to Amend Prior Right to Use Groundwater:

1. Seaboard Foods, LLC, Texas County, 1973-230C

J. Consideration of and Possible Action on Applications to for Term/Seasonal Permits to Use Stream Water:
None

K. Consideration of and Possible Action on Applications for Regular Permits to Use Stream Water:

1. Michael W. Giles and Karen M. Giles, Rogers County, 2024-017

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: Schrock Drilling and Dirtwork, LLC

DPC-1147

1. Operator: Clement Schrock

OP- 2609

Activities: Groundwater wells and pump installation

B. Licensee: Edgeservices, Inc

DPC-1149

1. Operator: Alan Rickers

OP- 2610

Activities: Groundwater wells

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

A. Licensee: ConeTec, Inc

DPC-1008

1. Operator: Jermaine Eaton

OP- 2611

Activities: Monitoring wells

B. Licensee: Dolese Bros. Co.

DPC-1023

2. Operator: Corbin Johnson

OP- 2612

Activities: monitoring wells

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

1. City of Barnsdall, Osage County, OK10731
2. City of Stigler, Haskell County, OK00699

- O. Consideration of and Possible Action on Permit Applications for Proposed Development on State Owned or Operated Property within Floodplain Areas:
1. OTA – Cleveland County, FP-2025-02
- P. Consideration of and Possible Action on Applications for Accreditation of Floodplain Administrators:
1. Wayne McCasland, City of Comanche, #FPA-704
 2. James Van Zant, Town of Gene Autry, #FPA-797
 3. Holly Sisco, Town of Dover, #FPA-805
- Q. Consideration of and Possible Action on Cancellation of Groundwater Permits:
1. Dolese Bros Co, Oklahoma County, 2006-543
 2. David, Peggy, Cody, & Autumn Sorrell, Grady County, 2014-641
 3. Sol P Jones, Oklahoma County, 1964-568
 4. Eugene Ethel and Kenneth K Jones Revocable Trusts, Custer County, 2006-508A
 5. Lynn Easterwood, Harper County, 1972-324
 6. Robert A & Judy Koehn, Major County, 1979-686D
 7. Gene Stafford, Cimarron County, 1963-285
 8. Gene Stafford, Cimarron County, 1963-296
 9. Circle H Ranch, Pottawatomie County, 1981-641
 10. Randy W & Cathy R Knowles dba Cottonwood Springs, Ellis County, 1998-528A
 11. Matthew Thomas King, Washita County, 1981-935A
 12. G T Blankenship, Cleveland County, 1985-508
 13. L D Roller Revocable Living Trust, Cleveland County, 1985-626
 14. Donovan R Arterburn, Oklahoma County, 1986-509
 15. Mohammad Sami Khan, Oklahoma County, 1992-542
 16. A K Wilson, Texas County, 1965-446
 17. A K Wilson, Texas County, 1965-445
 18. A K Wilson, Texas County, 1968-299
 19. B & J Hughes Limited Partnership, Alfalfa County, 1985-613
 20. Joe Reece, Cleveland County, 1983-627
 21. Joe Reece, Pottawatomie County, 1983-665
 22. Ruby Saathoff, Caddo County, 1958-380
 23. Lois Larue Powers, Custer County, 1983-547
 24. Twisted Oaks Farm LLC, Grady County, 1970-113B
 25. Percy Labrue, Alfalfa County, 1954-347
 26. Frederick G Folkers, Cimarron County, 1963-250
 27. William I and Mary Ann Goodloe, Texas County, 1970-099
 28. Justin and Debra Choate, Kingfisher County, 1972-399
 29. Fran Edwards, Grady County, 1981-517
 30. Wedel & Wedel LLC, Comanche County, 2002-558
- R. Consideration of and Possible Action on a Proposed Default Order:
1. KTO Farms, LLC, Canadian County, 2016-560
- S. Consideration of and Possible Action on a Proposed Revised Board Order:
1. Monika Campbell, Canadian County, 2024-522
- T. Consideration of and Possible Action on a Proposed Consent Order:
1. Langston Lake Dam, Logan County, OK02352

Chairman Gorman asked for a motion or further discussion. Mr. Latham moved to approve, and Mr. Justice seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman

NAY: None
ABSTAIN: None
ABSENT: None

- G. Consideration of and Possible Action on Applications for Regular Permits to Use Groundwater:
3. Vantine-Landess Family, LLC, Texas County, 2024-658

Chairman Gorman asked for a motion or further discussion. Mr. Latham moved to approve, and Mr. Justice seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Cook, Campbell, McCall, Silk, Gorman
NAY: None
ABSTAIN: Landess
ABSENT: None

04000 4. CONSIDERATION OF AND POSSIBLE ACTION ON PROPOSED TENTATIVE DETERMINATION OF THE UPDATED MAXIMUM ANNUAL YIELDS

*****This item was moved by Chair Gorman to be held after the Special Consideration items**

*****Presentations available upon request*****

- A. Consideration of and Possible Action on Proposed Tentative Determination of the updated Maximum Annual Yield for the Beaver-North Canadian River Alluvium and Terrace Groundwater Basin (Reach I) underlying parts of Harper, Woodward, Major, Dewey, and Blaine counties:

1. Summary- **Mr. Chris Neel/ Alan LePera**
2. Discussion by Board Members
3. Vote on whether to approve the Proposed Updated Tentative Determination as presented or as may be amended, or vote on any other action or decision related to the Proposed Order.

Chairman Gorman asked for a motion or further discussion. Mr. Stallings moved to approve, and Mr. Justice seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman
NAY: None
ABSTAIN: None
ABSENT: None

- B. Consideration of and Possible Action on Proposed Tentative Determination of the updated Maximum Annual Yield for the Beaver-North Canadian River Alluvium and Terrace Groundwater Basin (Reach II) underlying parts of Blaine and Canadian counties:

1. Summary- **Mr. Chris Neel/ Alan LePera**
2. Discussion by Board Members
3. Vote on whether to approve the Proposed Updated Tentative Determination as presented or as may be amended, or vote on any other action or decision related to the Proposed Order.

Chairman Gorman asked for a motion or further discussion. Mr. Stallings moved to approve, and Ms. Landess seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman
NAY: None
ABSTAIN: None
ABSENT: None

A. Consideration of and Possible Action on Application for a Limited Quantity Regular Groundwater Right No. 2024-501, Liguang Xu, David L. Morris and Li Meng, Lincoln County, Oklahoma:

1. Summary – **Mr. Chris Neel**
2. Discussion and presentation by parties- No parties of the Applicants or Protestants are present.

Notice is given by Liguang Xu, David L. Morris and Li Meng c/o Li Meng of 3204 Sycamore Dr. Moore, OK 73160 has filed an application, #2024-501, with the Oklahoma Water Resources Board (Board) for a permit to use 1 acre-feet of groundwater per year. The groundwater is proposed to be used for agriculture (medical marijuana) purposes and to be withdrawn from 5 acres located in the NE NW NW of Section 15, T16N, R3EIM, Lincoln County. The groundwater will be used in Lincoln County as more specifically described in the application plat. The applicant intends to withdraw the groundwater from one (1) well located in the NE NW NW of Section 15, T16N, R3EIM, Lincoln County. The applicant gave proper Public Notice, the application was protested, and an administrative hearing was held on June 19, 2025. The Board concludes that the well exception request should be granted. The hearing examiner recommends approval of the application.

3. Possible Executive Session

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.

Chairman Gorman asked for a motion or further discussion. Mr. Latham motioned to approve the proposed order. Mr. Stallings seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman

NAY: None

ABSTAIN: None

ABSENT: None

B. Consideration of and Possible Action on Application for a Temporary Groundwater Right No. 2024-548, Jacob Yost, Washita County, Oklahoma:

1. Summary – **Mr. Chris Neel**
2. Discussion and presentation by parties- No parties of the Applicants or Protestants are present.

Notice is given by Jacob Yost of 8085 CR 1170, Lookeba, OK 73053 has filed an application, #2024-548, with the Oklahoma Water Resources Board (Board) for a permit to use 320 acre-feet of groundwater per year. The groundwater is proposed to be used for irrigation (corn and small grains) and taken from 160 acres located as follows: in the SW of Section 9, T9N, R14WIM, Washita County. The water is to be withdrawn from one (1) well located as follows: in the SW SW of Section 9, T9N, R14WIM, Washita County. The applicant gave proper Public Notice. The application was protested and an administrative hearing was held on June 5, 2025. The hearing examiner recommends approval.

3. Possible Executive Session

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.

Chairman Gorman asked for a motion or further discussion. Mr. Stallings motioned to approve the proposed order. Mr. Latham seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman
NAY: None
ABSTAIN: None
ABSENT: None

C. Consideration of and Possible Action on Application for a Regular Groundwater Right No. 2023-667, Winding River Energy Services Corp., Ellis County, Oklahoma:

1. Summary – **Mr. Chris Neel**
2. Discussion and presentation by parties- No party for the applicants are present. Protestant Jeffery Gross is present but did not address the Board.

Notice is given by Winding River Energy Services Corp. c/o TJ Woodruff / Josh Zimmer of PO Box 1238, Oklahoma City, OK 73101 has filed an application, #2023-667, with the Oklahoma Water Resources Board (Board) for a permit to use 168 acre-feet of groundwater per year. The groundwater is proposed to be used for irrigation (wheat, soybeans) and recreation/fish and wildlife (duck pond) and taken from 120 acres located as follows: 80 acres in the E2 SE of Section 11, and 40 acres in the NE NE of Section 14, all land in T18N, R24WIM, Ellis County. The water is to be withdrawn from four (4) wells located as follows: two (2) wells in the E2 SE of Section 11, and two (2) wells in the NE NE of

Section 14, all in T18N, R24WIM, Ellis County. The applicant gave proper Public Notice. The application was protested, and an administrative hearing was held on March 13, 2025. The hearing examiner recommends the application shall be Denied.

3. Possible Executive Session

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.

Chairman Gorman asked for a motion or further discussion. Mr. Stallings motioned to approve the proposed order to deny. Mr. Silk seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman

NAY: None

ABSTAIN: None

ABSENT: None

D. Consideration of and Possible Action on Application for a Limited Quantity Temporary Groundwater Right No. 2023-563, Boro Family Farms, LLC, Pottawatomie County, Oklahoma:

1. Summary – **Mr. Chris Neel**

2. Discussion and presentation by parties- No parties of the Applicants or Protestants are present.

Notice is given by Boro Family Farms, LLC c/o Parker Jones of PO Box 121, Earlsboro, OK 74840 has filed an application, #2023-563, with the Oklahoma Water Resources Board (Board) for a permit to use eight (8) acre-feet of groundwater per year. The groundwater is proposed to be used for agriculture (medical marijuana) purposes and to be withdrawn from 189.05 acres located in the S1/2 of Section 31, T10N, R5EIM, Pottawatomie County. The applicant intends to withdraw the groundwater from three (3) wells located as follows: one (1) well each in the SE NE SW, NE SE SW, and SE NW SW of Section 31, T10N, R5EIM, Pottawatomie County. The applicant gave proper Public Notice. The application was protested, and an administrative hearing was held on June 18, 2025. The hearing examiner recommends approval.

3. Possible Executive Session

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.

Chairman Gorman asked for a motion or further discussion. Mr. Latham motioned to approve, and Mr. Stallings seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman
NAY: None
ABSTAIN: None
ABSENT: None

E. Consideration of and Possible Action on Application for a Regular Groundwater Right No. 2023-682, Mai Thi Quanh Phan, Duc Minh Tran, and Quang Phan Dang Tran, McCurtain County, Oklahoma:

- 1. Summary – **Mr. Chris Neel**
- 2. Discussion and presentation by parties- Applicants are represented by their attorney, Connor Andreen. Protestant Brad Phillips was present and affirmed he would represent the protestants. The attorney for the protestants withdrew from representing the protestants. Both parties addressed the Board, and an audio recording is available upon request.

Notice is given by Mai Thi Quynh Phan, Duc Minh Tran, and Quang Phan Dang Tran c/o Quang Tran of 485 Rooster Lane, Idabel, OK 74745 has filed an application, #2023-682, with the Oklahoma Water Resources Board (Board) for a permit to use 265 acre-feet of groundwater per year. The groundwater is proposed to be used for agriculture use (poultry production) and taken from 265 acres located as follows: 42 acres in the W2 of Section 12 and 223 acres in the E2 of Section 11, all in T7S, R22EIM, McCurtain County. The water is to be withdrawn from six (6) wells located as follows: one (1) well in the NE SW SE, two (2) wells in the SE SW SE, and three (3) wells in the NE NW SE, all in Section 11, T7S, R22EIM, McCurtain County. The applicant gave proper Public Notice. The application was protested and an administrative hearing was held on May 8, 2025. The hearing examiner recommends approval.

4. Possible Executive Session-

A motion was made by Mr. Campbell to enter an Executive Session. Mr. Stallings seconded the motion. Chair Gorman called for the vote to enter Executive Session. Motion was confirmed to have selected staff stay for the session. Entered Executive Session at 10:51 am.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman
NAY: None
ABSTAIN: None
ABSENT: None

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.

A motion was made by Mr. Silk to exit Executive Session. Mr. Stallings seconded the motion. Chair Gorman called for the vote. Resumed Regular Session at 11:34 am.

AYE: Latham, Justice, Stallings, Landess, Cook, Campbell, McCall, Silk, Gorman

NAY: None

ABSTAIN: *Mr. Campbell- however he recalled his Abstaining vote; recorded as an Aye.

ABSENT: None

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.

A motion was made by Mr. Latham to approve the application for beneficial use with an amendment to the quantity of water to 42 Acre Feet per year and Mr. Stallings seconded. Chair Gorman called for the vote.

AYE: Latham, Justice, Stallings, Landess, Cook, McCall, Silk, Gorman

NAY: None

ABSTAIN: Campbell

ABSENT: None

06000 6. NEW BUSINESS

Chair Tom Gorman

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.

07000 7. ADJOURNMENT

Chair Tom Gorman

The next regular meeting of the Oklahoma Water Resources Board will be held on Tuesday, September 16, 2025, at 9:30 am. In the offices of the OWRB, 3800 N. Classen Boulevard, Oklahoma City, OK 73118.

OKLAHOMA WATER RESOURCES BOARD

Thomas Gorman, Chairman

Heather McCall

Bandy Silk

Darren Cook

Ron Justice

Bob. Latham

Robert L. Stallings, Jr.

Jarred Campbell

ATTEST:

Suzanne Landess, Secretary (SEAL)

1. D. FINANCIAL UPDATE

1. D.1. Monthly Budget Report



JULY 2025 FOR FY2026 FY 2026 Expenses by Fund and Category

	Fund	General Revenue			Budgeted	Expended	Balance	Percentage Remaining	Spend
By Fund	19511	1	FY 25 Carryover		0	0	0	#DIV/0!	
	19303	1	FY 26 Appropriation		9,096,075	322,586	8,773,489	96%	
			Total General Revenue		9,096,075	322,586	8,773,489	96%	4%
			Revolving Funds						
	21000	2	Drillers Indemnity Fund		50,000	0	50,000	100%	
	21500	3	OWRB Revolving Fund		2,707,028	87,405	2,619,623	97%	
	23500	4	Phase II A-S Hydro St Rev Fund		293,192	40	293,152	100%	
	24000	5	Revolving Fund		877,906	87,471	790,435	90%	
	24500	6	Drillers Regulation Fund		0	0	0		
	25000	7	Water Infrastructure Dev. Fund (OCWP)		3,598,038	89,366	3,508,672	98%	
	42000	8	USGS Cooperative Agreement		293,400	0	293,400	100%	
	44400	9	DW Loan Administration Fund		1,223,740	20,425	1,203,315	98%	
	44500	10	CW Loan Administration Fund		2,282,227	69,750	2,212,477	97%	
			Total Revolving Funds		11,325,531	354,457	10,971,074	97%	3%
			Federal Funds						
	40000	11	Federal Fund - General		1,042,899	52,463	990,436	95%	5%
	40700	12	Federal Fund - Engineering and Planning		7,327,914	52,727	7,275,187	99%	1%
	49700	13	Federal Fund - *ARPA		1,842,066	18,477	1,823,589	21%	79%
			Total Federal Funds		10,212,879	123,666	10,089,213	99%	1%
			Total Funding		30,634,485	800,709	29,833,776	97%	3%
By Category					Budgeted	Expended	Balance	Percentage Remaining	
	510000	14	Salary Expense		8,600,378	581,097	8,019,281	93%	7%
	512000	15	Insurance		1,496,417	95,904	1,400,513	94%	6%
	513000	16	FICA and Retirement		2,098,417	133,104	1,965,313	94%	6%
	515000	17	Professional Services		10,098,448	0	10,098,448	100%	0%
	519000	18	Flexible Benefits		16,000	0	16,000	100%	0%
			Total Personal Services		22,309,660	810,105	21,499,555	96%	4%
	520000	19	Travel Expense		651,979	0	651,979	100%	0%
	530000	20	Administrative Expense		1,442,724	0	1,442,724	100%	0%
	540000	21	Furniture and Equipment Expense		553,406	0	553,406	100%	0%
	550000	22	Intra Inter Agency Payments		5,676,716	0	5,676,716	100%	0%
			Total Operating Expenses		8,324,825	0	8,324,825	100%	0%
			Total Expenditures		30,634,485	810,105	29,824,380	97%	3%



AUG 2025 FOR FY2026
FY 2026 Expenses by Fund and Category

	Fund	General Revenue			Budgeted	Expended	Balance	Percentage Remaining	Spend
By Fund	19511	1	FY 25 Carryover		0	0	0	#DIV/0!	
	19303	1	FY 26 Appropriation		9,096,075	682,790	8,413,285	92%	
			Total General Revenue		9,096,075	682,790	8,413,285	92%	8%
			Revolving Funds						
	21000	2	Drillers Indemnity Fund		50,000	0	50,000	100%	
	21500	3	OWRB Revolving Fund		2,707,028	363,803	2,343,225	87%	
	23500	4	Phase II A-S Hydro St Rev Fund		293,192	40	293,152	100%	
	24000	5	Revolving Fund		877,906	190,104	687,802	78%	
	24500	6	Drillers Regulation Fund		0	0	0		
	25000	7	Water Infrastructure Dev. Fund (OCWP)		3,598,038	195,440	3,402,598	95%	
	42000	8	USGS Cooperative Agreement		293,400	0	293,400	100%	
	44400	9	DW Loan Administration Fund		1,223,740	63,278	1,160,463	95%	
	44500	10	CW Loan Administration Fund		2,282,227	206,133	2,076,094	91%	
			Total Revolving Funds		11,325,531	1,018,798	10,306,733	91%	9%
			Federal Funds						
	40000	11	Federal Fund - General		1,042,899	106,416	936,483	90%	10%
	40700	12	Federal Fund - Engineering and Planning		7,327,914	114,589	7,213,325	98%	2%
	49700	13	Federal Fund - *ARPA		1,842,066	74,327	1,767,739	21%	79%
			Total Federal Funds		10,212,879	295,332	9,917,547	97%	3%
			Total Funding		30,634,485	1,996,921	28,637,564	93%	7%
By Category					Budgeted	Expended	Balance	Percentage Remaining	
	510000	14	Salary Expense		8,600,378	1,202,804	7,397,574	86%	14%
	512000	15	Insurance		1,496,417	199,917	1,296,500	87%	13%
	513000	16	FICA and Retirement		2,098,417	278,797	1,819,620	87%	13%
	515000	17	Professional Services		10,098,448	189,822	9,908,626	98%	2%
	519000	18	Flexible Benefits		16,000	0	16,000	100%	0%
			Total Personal Services		22,309,660	1,871,340	20,438,320	92%	8%
	520000	19	Travel Expense		651,979	28,208	623,771	96%	4%
	530000	20	Administrative Expense		1,442,724	116,720	1,326,004	92%	8%
	540000	21	Furniture and Equipment Expense		553,406	0	553,406	100%	0%
	550000	22	Intra Inter Agency Payments		5,676,716	0	5,676,716	100%	0%
			Total Operating Expenses		8,324,825	144,928	8,179,897	98%	2%
			Total Expenditures		30,634,485	2,016,267	28,618,218	93%	7%

2. FINANCIAL ASSISTANCE DIVISION

September 16, 2025

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Wilburton Public Works Authority, Latimer County

Loan Application No.: ORF-26-0008-CW
Clean Water SRF Loan (“CWSRF Loan”)

Amount Requested: \$1,582,700.00

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

Payment Term: Interest, administrative fee, and principal payments shall be made on a semi-annual basis. The applicant shall commence principal repayment no later than one (1) year following Project completion and the maturity of the loan shall be no later than twenty (20) 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, a 1.5 cents 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) rehabilitate the lift stations and wastewater treatment plant, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

Sources of Funds (Est.)

Loan Proceeds	\$1,582,700.00
Total	\$1,582,700.00

Uses of Funds (Est.)

Project	\$1,482,200.00
Bond Counsel	45,000.00
Financial Advisor	45,000.00
Local Counsel	10,000.00
Trustee Bank	500.00
Total	\$1,582,700.00

**ORDER APPROVING LOAN APPLICATION
THE WILBURTON PUBLIC WORKS AUTHORITY
ORF-26-0008-CW**

2. The loan shall be secured with a lien on the revenues of the Applicant's water, sewer, and sanitation systems, a 1.5 cents 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 16th day of September, 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE WILBURTON PUBLIC WORKS AUTHORITY
ORF-26-0008-CW**

Reviewed By:

A handwritten signature in cursive script that reads "Lori Johnson".

Lori Johnson, Chief
Financial Assistance Division

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

IN THE MATTER OF PROMISSORY NOTE)
NO. ORF-10-0006-CW IN THE NAME OF)
BIXBY PUBLIC WORKS AUTHORITY)
TULSA COUNTY, OKLAHOMA)

**PROPOSED
RESOLUTION CONSENTING TO AMENDMENT
OF LIEN POSITION SECURING LOAN**

WHEREAS, The Bixby Public Works Authority (the "Authority") currently has outstanding its Series 2011 Promissory Note to the Oklahoma Water Resources Board (the "Board") dated June 15, 2011, issued in the original principal amount of \$2,860,000 (the "Note"); and

WHEREAS, the Note is currently secured by a lien on the revenues of the water, and sanitary sewer systems, and a year-to-year pledge of revenue of the City of Bixby (the "City") from a 1% sales tax authorized by ordinance no. 699 (1994), Oklahoma; and

WHEREAS, the City has approved by election a change in their sales tax ordinance No. 699 (1994) to levy and assessing a sales tax of three tenths (.30) of one percent (1%) to be used by the City or its duly constituted authority for the purposes of providing revenues for the making of capital improvements to the sanitary sewer system of the City leased to the Authority; and

WHEREAS, the Authority desires to change the year-to-year pledge of certain sales tax revenues from the collateral pledge to the Note (the "Modification"); and

WHEREAS, the City still meets debt coverage requirements with the change in collateral, and the Board is agreeable to modifying the dedicated collateral; and

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

1. The Board agrees to modify the security pledge on the Authority's Note by releasing the water system revenues of 1% and accepting the dedication of the .3% and said Modification shall not constitute a new OWRB debt obligation of the Authority.
2. The Authority or its counsel shall be responsible for drafting appropriate instruments amending the above referenced UCC financing statements, which amendatory instruments shall reflect the respective lien positions of the Board and the Government in accordance with the terms of this Resolution and which shall be subject to approval by the Board's Staff prior to execution by the representatives of the Board.

ORDER AMENDING LIEN POSITION SECURING LOAN
Bixby Public Works Authority

So ordered this 16th day of September, 2025, in regular and open meetings of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

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

IN THE MATTER OF PROMISSORY NOTE)
NO. ORF-14-0003-CW IN THE NAME OF)
BIXBY PUBLIC WORKS AUTHORITY)
TULSA COUNTY, OKLAHOMA)

**PROPOSED
RESOLUTION CONSENTING TO AMENDMENT
OF LIEN POSITION SECURING LOAN**

WHEREAS, The Bixby Public Works Authority (the "Authority") currently has outstanding its Series 2017 Promissory Note to the Oklahoma Water Resources Board (the "Board") dated September 28, 2017, issued in the original principal amount of \$24,000,000 (the "Note"); and

WHEREAS, the Note is currently secured by a lien on the revenues of the water, and sanitary sewer systems, and a year-to-year pledge of revenue of the City of Bixby (the "City") from a 1% sales tax authorized by ordinance no. 699 (1994), Oklahoma; and

WHEREAS, the City has approved by election a change in their sales tax ordinance No. 699 (1994) to levy and assessing a sales tax of three tenths (.30) of one percent (1%) to be used by the City or its duly constituted authority for the purposes of providing revenues for the making of capital improvements to the sanitary sewer system of the City leased to the Authority; and

WHEREAS, the Authority desires to change the year-to-year pledge of certain sales tax revenues from the collateral pledge to the Note (the "Modification"); and

WHEREAS, the City still meets debt coverage requirements with the change in collateral, and the Board is agreeable to modifying the dedicated collateral; and

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

1. The Board agrees to modify the security pledge on the Authority's Note by releasing the water system revenues of 1% and accepting the dedication of the .3% and said Modification shall not constitute a new OWRB debt obligation of the Authority.
2. The Authority or its counsel shall be responsible for drafting appropriate instruments amending the above referenced UCC financing statements, which amendatory instruments shall reflect the respective lien positions of the Board and the Government in accordance with the terms of this Resolution and which shall be subject to approval by the Board's Staff prior to execution by the representatives of the Board.

ORDER AMENDING LIEN POSITION SECURING LOAN
Bixby Public Works Authority

So ordered this 16th day of September, 2025, in regular and open meetings of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

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

IN THE MATTER OF PROMISSORY NOTE)
NO. ORF-09-0002-DW IN THE NAME OF)
BIXBY PUBLIC WORKS AUTHORITY)
TULSA COUNTY, OKLAHOMA)

**PROPOSED
RESOLUTION CONSENTING TO AMENDMENT
OF LIEN POSITION SECURING LOAN**

WHEREAS, The Bixby Public Works Authority (the "Authority") currently has outstanding its Series 2009 Promissory Note to the Oklahoma Water Resources Board (the "Board") dated November 19, 2009, issued in the original principal amount of \$3,070,000 (the "Note"); and

WHEREAS, the Note is currently secured by a lien on the revenues of the water, and sanitary sewer systems, and a year-to-year pledge of revenue of the City of Bixby (the "City") from a 1% sales tax authorized by ordinance no 699 (1994), Oklahoma; and

WHEREAS, the City has approved by election a change in their sales tax ordinance No. 699 (1994) to levy and assessing a sales tax of three tenths (.30) of one percent (1%) to be used by the City or its duly constituted authority for the purposes of providing revenues for the making of capital improvements to the sanitary sewer system of the City leased to the Authority; and

WHEREAS, the Authority desires to change the year-to-year pledge of certain sales tax revenues from the collateral pledge to the Note (the "Modification"); and

WHEREAS, the City still meets debt coverage requirements with the change in collateral, and the Board is agreeable to modifying its lien position and to permitting the improvements to the water system of the beneficiary; and

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

1. The Board agrees to modify the security pledge on the Authority's Note by releasing the revenues of 1% and accepting the dedication of the .3% sales tax and said Modification shall not constitute a new OWRB debt obligation of the Authority.
2. The Authority or its counsel shall be responsible for drafting appropriate instruments amending the above referenced UCC financing statements, which amendatory instruments shall reflect the respective lien positions of the Board and the Government in accordance with the terms of this Resolution and which shall be subject to approval by the Board's Staff prior to execution by the representatives of the Board.

ORDER AMENDING LIEN POSITION SECURING LOAN
Bixby Public Works Authority

So ordered this 16th day of September, 2025, in regular and open meetings of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

THE OKLAHOMA WATER RESOURCES BOARD MET IN REGULAR SESSION ON THE 16th DAY OF SEPTEMBER, 2025, 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 \$700,000,000 ; AT A NET INTEREST COST NOT TO EXCEED FIFTEEN PERCENT (15.0%); PROVIDING FOR THE ISSUANCE OF SAID BONDS IN ONE OR MORE SERIES; APPROVING AND AUTHORIZING EXECUTION OF A SERIES 2025C 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 28th 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 on September 18, 2024, properly selected BOK Financial Securities, Inc., as Senior Managing Investment Banker and, depending upon the amount of bonds to be issued, Stifel, Nicolaus, & Company, Inc., as Co-Managing Investment Banker (the "Underwriters"), Gilmore Bell, as Disclosure Counsel, and Centennial Law Group as Bond Counsel (which selections are currently effective but were scheduled to expire on October 9, 2025, but can be extended by the Deputy State Treasurer for Debt Management until a date certain as allowed by Administrative Rule 90:10-3-5(d)) and intends to utilize said professional service providers for the issuance of the obligations hereinafter described.

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 \$700,000,000, at a net interest cost not to exceed 15.00%, 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 2025C" (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 2025C 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 2025C Supplemental Bond Resolution shall relate to the Series 2025C 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 2025C Supplemental Bond Resolution and shall be titled in numerical and alphabetic sequence. (The Series 2025C 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 2025C bonds, and substantially similar drafts for each additional series of bonds):

- (i) Preliminary Official Statement;
- (ii) Contract of Purchase;

- (iii) Series 2025C 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 2025C bonds and each additional series of bonds. The Board hereby deems the Preliminary Official Statement for the Series 2025C bonds final for the purpose of distribution in connection with the public offering of the Series 2025C 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 16th day of September, 2025.

OKLAHOMA WATER RESOURCES BOARD

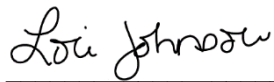
(SEAL)

Tom Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

Reviewed By:



Lori Johnson, 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 16th day of September, 2025.

(SEAL)

Secretary

3.C. SUMMARY DISPOSITION AGENDA ITEMS

FINANCIAL ASSISTANCE DIVISION

September 16, 2025

EMERGENCY GRANT APPLICATION **RECOMMENDED FOR APPROVAL**

APPLICANT: The Walters Public Works Authority
COUNTY: Cotton

DATE RECEIVED:
APPLICATION NUMBER: FAP-25-0004-G

Amount Requested: \$33,804.00

Amount Recommended: \$33,804.00

PROJECT DESCRIPTION: The Walters Public Works Authority operates a public wastewater treatment facility. The Authority is currently experiencing critical equipment failures due to recent severe weather events. A floating mixer aerator was damaged by a lightning strike and a 30 HP pump has become inoperable as a result of record-setting rainfall. The proposed project is to purchase a 30 HP Pump, a 10 HP Pump and a floating aerator plus all appurtenances required to complete the project. The estimated cost of the project is \$39,770.34 which will be funded by the OWRB Emergency grant in the amount of \$33,804.00 and \$5,966.34 from local funds.

Priority Ranking		Priority Points
Emergency Ranking <u>1</u> (Maximum: 50 points)		<u>50</u>
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)		
Water rate per 5,000 gal/month: \$ 31.90 Sewer rate per 5,000 gal/month: <u>26.36</u> <div style="text-align: right;">Total \$ 58.26</div>	<input type="checkbox"/> Flat rate <u>-3</u> <input type="checkbox"/> Decreasing Block <u>-2</u> <input type="checkbox"/> Uniform <u>0</u> <input checked="" type="checkbox"/> Increasing Block <u>+2</u> <input type="checkbox"/> Sales tax (W/S) <u>+1</u>	<u>12</u>
<u>10</u> points		
INDEBTEDNESS PER CUSTOMER (Maximum: 10 points)		
Total Indebtedness: \$ 0 Monthly Debt Payment: \$ 0 Number of Customers: 1250 Monthly Payment Per Customer: \$ 0		<u>0</u>
LOCAL PARTICIPATION (Maximum 10 points)		
From Reserves: \$ 5892 Contribution from Loan: \$ 0.00 % of Project Local Funded: 15%		<u>1</u>
MEDIAN HOUSEHOLD INCOME \$ 44,318.00 (Maximum: 10 points)		<u>3</u>
ABILITY TO FINANCE PROJECT (Maximum: 12 points)		
$FP = \frac{(\$33,804.00)}{(1250)} \cdot \frac{(0.0710)}{(12)} = \$ 0.16$		<u>0</u>
AMOUNT OF GRANT REQUESTED (Maximum: 10 points)		
AR = \$33,804.00		<u>8</u>
REQUEST NUMBER <u>1</u>		<u>0</u>
BENEFIT OF PROJECT TO OTHER SYSTEMS No		<u>0</u>
TOTAL PRIORITY POINTS		<u>74</u>

6. The applicant shall return or otherwise pay to the Board, any grant funds expended for unauthorized or unallowable purposes. Authorized purposes are those which are necessary for the completion of the project described in the grant application, which application is incorporated by reference herein, or which are necessary for the project as approved, if the project is different from that described in the application. Any funds returned by the applicant under this paragraph shall bear interest at the maximum rate allowed by law. The applicant shall direct to the Board any and all questions regarding whether an expenditure is authorized.
7. Furthermore, prior to and during the construction period, The Walters 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 16th day of September 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

EMERGENCY GRANT APPLICATION **RECOMMENDED FOR APPROVAL**

APPLICANT: Norman Utilities Authority
COUNTY: Cleveland

DATE RECEIVED:
APPLICATION NUMBER: FAP-26-0001-G

Amount Requested: \$100,000.00

Amount Recommended: \$100,000.00

PROJECT DESCRIPTION: Norman Utilities Authority operates a wastewater system. The Authority is experiencing the loss of a sanitary sewer collection line that was washed out following a series of heavy rain events in May. The proposed project is to replace the sanitary sewer aerial crossing containing an 18-inch diameter carrier pipe, with new piers drilled to bedrock, along with all necessary appurtenances required to complete the project. The estimated cost of the project is \$748,550.00 which will be funded by the OWRB Emergency grant in the amount of \$100,000.00 and \$648,550.00 from local funds.

Priority Ranking	Priority Points
Emergency Ranking <u>1</u> (Maximum: 50 points)	<u>50</u>
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Water rate per 5,000 gal/month: \$ 28.20 Sewer rate per 5,000 gal/month: <u>34.35</u> <div style="text-align: right;">Total \$ 62.55</div> <div style="text-align: right;"><u>10</u> points</div> </div> <div style="width: 45%;"> <input type="checkbox"/> Flat rate <u>-3</u> <input type="checkbox"/> Decreasing Block <u>-2</u> <input type="checkbox"/> Uniform <u>0</u> <input checked="" type="checkbox"/> Increasing Block <u>+2</u> <input type="checkbox"/> Sales tax (W/S) <u>+1</u> </div> </div>	<u>12</u>
INDEBTEDNESS PER CUSTOMER (Maximum: 10 points) Total Indebtedness: \$ 53,441,484.00 Monthly Debt Payment: \$ 770,608.69 Number of Customers: 42751 Monthly Payment Per Customer: \$ 18.03	<u>9</u>
LOCAL PARTICIPATION (Maximum 10 points) From Reserves: \$ 648,550.00 Contribution from Loan: \$ 0.00 % of Project Local Funded: 87%	<u>9</u>
MEDIAN HOUSEHOLD INCOME \$ 58,111.00 (Maximum: 10 points)	<u>0</u>
ABILITY TO FINANCE PROJECT (Maximum: 12 points) <div style="display: flex; justify-content: space-between;"> <div> FP = $\frac{(\\$100,000.00)}{(42751)}$ </div> <div> $\frac{(0.0710)}{(12)}$ = \$ 0.01 </div> </div>	<u>0</u>
AMOUNT OF GRANT REQUESTED (Maximum: 10 points) AR = \$100,000.00	<u>(5)</u>
REQUEST NUMBER <u>1</u>	<u>0</u>
BENEFIT OF PROJECT TO OTHER SYSTEMS No	<u>0</u>
TOTAL PRIORITY POINTS	<u>75</u>

6. The applicant shall return or otherwise pay to the Board, any grant funds expended for unauthorized or unallowable purposes. Authorized purposes are those which are necessary for the completion of the project described in the grant application, which application is incorporated by reference herein, or which are necessary for the project as approved, if the project is different from that described in the application. Any funds returned by the applicant under this paragraph shall bear interest at the maximum rate allowed by law. The applicant shall direct to the Board any and all questions regarding whether an expenditure is authorized.
7. Furthermore, prior to and during the construction period, Norman Utilities 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 16th day of September 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Sallisaw Municipal Authority, Sequoyah County

Loan Application No.: ORF-25-0017-CW
Clean Water SRF Loan (“CWSRF Loan”)

Amount Requested: \$1,457,142.85

Payment Term: The applicant shall be required to comply with all CWSRF loan provisions. If all CWSRF loan provisions are met to the satisfaction of the OWRB, then the funding shall be forgiven in total without fees for administration or interest.

Purpose: The applicant will utilize the loan proceeds to: (i) complete planning and design for a new wastewater treatment plant (the “Project”) and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$1,457,142.85	Project	\$1,400,000.00
		Bond Counsel	24,357.14
		Financial Advisor	21,857.14
		Local Counsel	10,928.57
Total	<u>\$1,457,142.85</u>	Total	<u>\$1,457,142.85</u>

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-25-0017-CW IN THE NAME OF)
THE SALLISAW MUNICIPAL AUTHORITY)
SEQUOYAH COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of September, 2025.

WHEREAS, The Sallisaw Municipal Authority (the "Applicant") has made its Application for Funding No. ORF-25-0017-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 2021, Sections 1085.51 *et seq.*, as amended; and

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

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

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

Application for Funding No. ORF-25-0017-CW in the name of The Sallisaw 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 proceeds, along with other funds of the Applicant, if any, will be used to (i) complete planning and design for a new wastewater treatment plant (the "Project") and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. Funding 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 \$1,457,142.85.

2. 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.

ORDER APPROVING LOAN APPLICATION

The Sallisaw Municipal Authority

ORF-25-0017-CW

3. 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 all or 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.

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

5. 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 on this 16th day of September, 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

ORDER APPROVING LOAN APPLICATION
The Sallisaw Municipal Authority
ORF-25-0017-CW

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Lexington Public Works Authority, Cleveland County

Loan Application No.: ORF-26-0018-CW
Clean Water SRF Loan (“CWSRF Loan”)

Amount Requested: \$1,500,000.00

Payment Term: The applicant shall be required to comply with all CWSRF loan provisions. If all CWSRF loan provisions are met to the satisfaction of the OWRB, then the funding shall be forgiven in total without fees for administration or interest.

Purpose: The applicant will utilize the loan proceeds to: (i) complete a sanitary sewer evaluation survey throughout the system (the “Project”) and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$1,500,000.00	Project	\$1,405,000.00
		Bond Counsel	45,000.00
		Financial Advisor	45,000.00
		Local Counsel	5,000.00
Total	<u>\$1,500,000.00</u>	Total	<u>\$1,500,000.00</u>

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0018-CW IN THE NAME OF)
LEXINGTON PUBLIC WORKS AUTHORITY)
CLEVELAND COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of September, 2025.

WHEREAS, Lexington Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-26-0018-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 2021, 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-26-0018-CW in the name of Lexington Public Works 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 proceeds, along with other funds of the Applicant, if any, will be used to (i) complete a sanitary sewer evaluation survey throughout the system (the "Project") and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. Funding 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 \$1,500,000.00.

2. 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.

ORDER APPROVING LOAN APPLICATION

Lexington Public Works Authority

ORF-26-0018-CW

3. 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 all or 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.

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

5. 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 on this 16th day of September, 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

ORDER APPROVING LOAN APPLICATION
Lexington Public Works Authority
ORF-26-0018-CW

Reviewed By:

A handwritten signature in black ink that reads "Lori Johnson". The signature is written in a cursive, flowing style.

Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Wynnewood City Utilities Authority, Garvin County

Loan Application No.: ORF-26-0021-CW
Clean Water SRF Loan (“CWSRF Loan”)

Amount Requested: \$1,500,000.00

Payment Term: The applicant shall be required to comply with all CWSRF loan provisions. If all CWSRF loan provisions are met to the satisfaction of the OWRB, then the funding shall be forgiven in total without fees for administration or interest.

Purpose: The applicant will utilize the loan proceeds to: (i) conduct a sanitary sewer evaluation study related to inflow and infiltration problems, complete an engineering report summarizing proposed corrections (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$1,500,000.00	Project	\$1,441,250.00
		Bond Counsel	25,000.00
		Financial Advisor	22,500.00
		Local Counsel	11,250.00
Total	<u>\$1,500,000.00</u>	Total	<u>\$1,500,000.00</u>

ORDER APPROVING LOAN APPLICATION
The Wynnewood City Utilities Authority
ORF-26-0021-CW

3. 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 all or 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.

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

5. 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 on this 16th day of September, 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

ORDER APPROVING LOAN APPLICATION
The Wynnewood City Utilities Authority
ORF-26-0021-CW

Reviewed By:

A handwritten signature in cursive script that reads "Lori Johnson".

Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Clarita-Olney Rural Water District, Coal County

Loan Application No.: ORF-25-0045-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$315,970.00

Payment Term: The applicant shall be required to comply with all DWSRF loan provisions. If all DWSRF loan provisions are met to the satisfaction of the OWRB, then the funding shall be forgiven in total without fees for administration or interest.

Purpose: The applicant will utilize the loan proceeds to: (i) upgrade telemetry and replace meters with automatic meter reading technology including SCADA, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$315,970.00	Project	\$296,970.00
		Bond Counsel	14,000.00
		Local Counsel	5,000.00
Total	<u>\$315,970.00</u>	Total	<u>\$315,970.00</u>

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-25-0045-DW IN THE NAME OF)
CLARITA-OLNEY RURAL WATER DISTRICT)
COAL COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of September, 2025.

WHEREAS, Clarita-Olney Rural Water District, Coal County (the "Applicant") has made its Application for Funding No. ORF-25-0045-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq.*, as amended; and

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

WHEREAS, the DEQ has certified the Loan Application with regards to compliance with applicable technical program requirements and forwarded it to the Board with a recommendation that the Loan Application be considered and approved for a DWSRF Loan; and

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

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

Application for Funding No. ORF-25-0045-DW in the name of Clarita-Olney Rural Water District 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) upgrade telemetry and replace meters with automatic meter reading technology including SCADA, 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. Funding 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 \$315,970.00.

2. Upon the Applicant's acceptance of the DEQ'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-

**ORDER APPROVING LOAN APPLICATION
CLARITA-OLNEY RURAL WATER DISTRICT
ORF-25-0045-DW**

obligate all or a portion of the loan funds in order to be used by the Board to make other DWSRF loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from the DWSRF in accordance with the DWSRF program regulations as approved by the United States Environmental Protection Agency.

3. 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, DWSRF, and Bond Resolution requirements. In accordance with applicable authority and the United States Environmental Protection Agency ("EPA") guidelines for the implementation of the DWSRF 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.

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

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

So ordered this 16th day of September, 2025 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
CLARITA-OLNEY RURAL WATER DISTRICT
ORF-25-0045-DW**

Reviewed By:

A handwritten signature in cursive script that reads "Lori Johnson".

Lori Johnson, Chief
Financial Assistance Division

ARPA GRANT APPLICATION RECOMMENDED FOR APPROVAL

APPLICANT: Rural Water, Sewer and Solid Waste Management District No. 1, Beckham County, Oklahoma **DATE RECEIVED:** 11/28/2022
COUNTY: Beckham **APPLICATION NUMBER:** ARP-23-0144-G
ARPA NUMBER: ARPA-YY002306
Amount Requested: \$612,500.00 **Amount Recommended:** \$612,500.00

PROJECT DESCRIPTION: Rural Water, Sewer and Solid Waste Management District No. 1, Beckham County, Oklahoma operates a water district. The wolf standpipe is aging and in need of new coating and lines to the standpipe. The proposed project is to finish the started rehab project from 2024 including sandblasting and painting the interior and exterior of the tower, and 300 LF of waterline to the standpipe and all appurtenances required to complete the project. The estimated cost of the project is \$612,500.00 which will be funded by the OWRB ARPA Grant of \$612,500.00.

Priority Ranking				Priority Points
Taps <u>670</u>				
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)				
Water rate per 5,000 gal/month:	\$ 55.00	(X) Flat rate	<u>-3</u>	<u>7</u>
Sewer rate per 5,000 gal/month:	<u>0.00</u>	() Decreasing Block	<u>-2</u>	
Total	\$ 55.00	() Uniform	<u>0</u>	
		() Increasing Block	<u>+2</u>	
	10 points	() Sales tax (W/S)	<u>+1</u>	
INDEBTEDNESS PER CUSTOMER (Maximum: 10 points)				
Total Indebtedness:	\$ 2,774,166.59			<u>10</u>
Monthly Debt Payment:	\$ 19,364.00			
Number of Customers:	670			
Monthly Payment Per Customer:	\$ 28.90			
APCI Tier	2	(Maximum: 24 points)		<u>18</u>
LEGISLATIVE PORTAL REQUEST (Maximum: 5 points)				<u>5</u>
PREVIOUS GRANTS	<u>0</u>			<u>0</u>
ENFORCMENT ORDER	<u>No</u>	(Maximum: 5 points)		<u>0</u>
BENEFIT OF PROJECT TO OTHER SYSTEMS	<u>Yes</u>			<u>5</u>
FISCAL SUSTAINABILITY				<u>6</u>
TOTAL PRIORITY POINTS				<u>51</u>

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

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION)
NO. ARP-23-0144-G IN THE NAME OF THE)
RURAL WATER, SEWER AND SOLID WASTE MANAGEMENT)
DISTRICT NO. 1, BECKHAM COUNTY, OKLAHOMA.)

**PROPOSED
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of September 2025. The Board finds that since the application for this grant has received a priority ranking of 51 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 \$612,500.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$612,500.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to finish the started rehab project from 2024 including sandblasting and painting the interior and exterior of the storage tank, and 300 LF of waterline to the storage tank. Applicant is authorized to request the ARPA grant funds only for costs incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, Rural Water, Sewer and Solid Waste Management District No. 1, Beckham County, Oklahoma is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of September 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

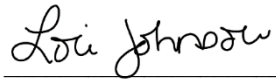
ATTEST:

Suzanne Landess, Secretary

(SEAL)

Rural Water, Sewer and Solid Waste Management District No. 1, Beckham County, Oklahoma
OWRB ARPA Grant No. ARP-23-0144-G

Reviewed By:

A handwritten signature in cursive script that reads "Lori Johnson". The signature is written in black ink and is positioned above a horizontal line.

Lori Johnson, Chief
Financial Assistance Division

ARPA GRANT APPLICATION RECOMMENDED FOR APPROVAL

APPLICANT: The Orlando Public Works Authority
COUNTY: Logan

DATE RECEIVED: 11/21/2022
APPLICATION NUMBER: ARP-23-0081-G
ARPA NUMBER: ARPA-YY002306
Amount Recommended: \$1,000,000.00

Amount Requested: \$1,000,000.00

PROJECT DESCRIPTION: The Orlando Public Works Authority operates a wastewater system. The system is under a consent order for Inflow and Infiltration (I&I) in the sewer line caused by ground water and rainfall intrusion. The proposed project is to replace approximately 4,282 LF of 8-inch sewer line and 10 manholes in the town, 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 OWRB ARPA Grant of \$1,000,000.00.

Priority Ranking				Priority Points	
Population <u>125</u>					
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)					
Water rate per 5,000 gal/month:	\$	47.30	() Flat rate	<u>-3</u>	<u>12</u>
Sewer rate per 5,000 gal/month:		<u>42.00</u>	() Decreasing Block	<u>-2</u>	
Total	\$	89.30	() Uniform	<u>0</u>	
			(X) Increasing Block	<u>+2</u>	
		10 points	() Sales tax (W/S)	<u>+1</u>	
INDEBTEDNESS PER CUSTOMER (Maximum: 10 points)					<u>0</u>
Total Indebtedness:	\$	0.00			
Monthly Debt Payment:	\$	0.00			
Number of Customers:		87			
Monthly Payment Per Customer:	\$	0.00			
APCI Tier 1 (Maximum: 24 points)				<u>24</u>	
LEGISLATIVE PORTAL REQUEST (Maximum: 5 points)				<u>0</u>	
PREVIOUS GRANTS <u>0</u>				<u>0</u>	
ENFORCMENT ORDER <u>No</u> (Maximum: 5 points)				<u>5</u>	
BENEFIT OF PROJECT TO OTHER SYSTEMS <u>No</u>				<u>0</u>	
FISCAL SUSTAINABILITY				<u>10</u>	
TOTAL PRIORITY POINTS				<u>51</u>	

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION)
NO. ARP-23-0081-G IN THE NAME OF)
THE ORLANDO PUBLIC WORKS AUTHORITY,)
LOGAN COUNTY, OKLAHOMA.)

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of September 2025. The Board finds that since the application for this grant has received a priority ranking of 51 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:

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 replace approximately 4,282 LF of 8-inch sewer line and 10 manholes in the town. Applicant is authorized to request the ARPA grant funds only for costs incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, The Orlando Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

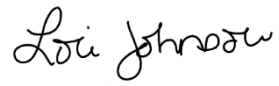
OKLAHOMA WATER RESOURCES BOARD

ATTEST:

(SEAL)

The Orlando Public Works Authority
OWRB ARPA Grant No. ARP-23-0081-G

Reviewed By:

A handwritten signature in black ink that reads "Lori Johnson". The signature is written in a cursive, flowing style.

Lori Johnson, Chief
Financial Assistance Division

ARPA GRANT APPLICATION RECOMMENDED FOR APPROVAL

APPLICANT: The Seiling Public Works Authority
COUNTY: Dewey

DATE RECEIVED: 11/15/2022
APPLICATION NUMBER: ARP-23-0037-G
ARPA NUMBER: ARPA-YY002306
Amount Recommended: \$1,000,000.00

Amount Requested: \$1,000,000.00

PROJECT DESCRIPTION: The Seiling Public Works Authority operates a water and wastewater system. With the development of a new business park, the city identified the need for reliable water, wastewater, and drainage infrastructure to support the site. The project was the installation of sewer manholes, sewer lines, water lines, fire hydrants, and road drainage necessary to serve the new business park and support future growth. The total project cost was \$1,085,952.57 which was originally funded by local funds, and now eligible for \$1,000,000.00 in reimbursement from a OWRB ARPA Grant.

Priority Ranking					Priority Points
Population <u>1,070</u>					
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)					
Water rate per 5,000 gal/month:	\$	43.23	() Flat rate	<u>-3</u>	<u>13</u>
Sewer rate per 5,000 gal/month:		<u>30.75</u>	() Decreasing Block	<u>-2</u>	
Total	\$	73.98	() Uniform	<u>0</u>	
			(X) Increasing Block	<u>+2</u>	
		10 points	(X) Sales tax (W/S)	<u>+1</u>	
INDEBTEDNESS PER CUSTOMER (Maximum: 10 points)					
Total Indebtedness:	\$	2,220,000.00			<u>10</u>
Monthly Debt Payment:	\$	16,811.30			
Number of Customers:		540			
Monthly Payment Per Customer:	\$	31.13			
APCI Tier 2 (Maximum: 24 points)					<u>18</u>
LEGISLATIVE PORTAL REQUEST (Maximum: 5 points)					<u>0</u>
PREVIOUS GRANTS <u>0</u>					<u>0</u>
ENFORCMENT ORDER <u>No</u> (Maximum: 5 points)					<u>0</u>
BENEFIT OF PROJECT TO OTHER SYSTEMS <u>No</u>					<u>0</u>
FISCAL SUSTAINABILITY					<u>10</u>
TOTAL PRIORITY POINTS					<u>51</u>

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

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION)
NO. ARP-23-0037-G IN THE NAME OF)
THE SEILING PUBLIC WORKS AUTHORITY,)
DEWEY COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING ARPA GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of September 2025. The Board finds that since the application for this grant has received a priority ranking of 51 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 reimburse for the installation of sewer manholes, sewer lines, water lines, fire hydrants, and road drainage necessary to serve the new business park and support future growth. Applicant is authorized to request the ARPA grant funds only for costs incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, The Seiling Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of September 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary
(SEAL)

Reviewed By:

A handwritten signature in black ink that reads "Lori Johnson". The signature is written in a cursive, flowing style.

Lori Johnson, Chief
Financial Assistance Division

ARPA GRANT APPLICATION RECOMMENDED FOR APPROVAL

APPLICANT: Norman Utilities Authority
COUNTY: Cleveland

DATE RECEIVED: 11/29/2022
APPLICATION NUMBER: ARP-23-0179-G
ARPA NUMBER: ARPA-YY002306
Amount Recommended: \$2,000,000.00

Amount Requested: \$2,000,000.00

PROJECT DESCRIPTION: Norman Utilities Authority operates a water and wastewater system. The line maintenance staff has been operating out of facilities that were not conducive to providing quick response to the needs of the community. The proposed project is to reimburse for a line maintenance facility designed to provide staff with the resources and location necessary to quickly respond to all wastewater and water line needs across the city. The total cost of the project was \$8,300,119.63 which was funded by local funds, and eligible to receive up to \$2,000,000.00 in reimbursement from OWRB ARPA funds.

Priority Ranking				Priority Points
Population <u>124,086</u>				
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)				
Water rate per 5,000 gal/month:	\$ 24.25	() Flat rate	<u>-3</u>	<u>9</u>
Sewer rate per 5,000 gal/month:	<u>21.30</u>	() Decreasing Block	<u>-2</u>	
Total	\$ 45.55	() Uniform	<u>0</u>	
		(X) Increasing Block	<u>+2</u>	
	7 points	() Sales tax (W/S)	<u>+1</u>	
INDEBTEDNESS PER CUSTOMER (Maximum: 10 points)				
Total Indebtedness:	\$ 86,815,277.00			<u>9</u>
Monthly Debt Payment:	\$ 793,000.00			
Number of Customers:	41490			
Monthly Payment Per Customer:	\$ 19.11			
APCI Tier	4	(Maximum: 24 points)		<u>6</u>
LEGISLATIVE PORTAL REQUEST (Maximum: 5 points)				<u>5</u>
PREVIOUS GRANTS <u>0</u>				<u>0</u>
ENFORCMENT ORDER <u>No</u> (Maximum: 5 points)				<u>0</u>
BENEFIT OF PROJECT TO OTHER SYSTEMS <u>No</u>				<u>0</u>
FISCAL SUSTAINABILITY				<u>3</u>
TOTAL PRIORITY POINTS				<u>32</u>

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

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION)
NO. ARP-23-0179-G IN THE NAME OF THE)
NORMAN UTILITIES AUTHORITY,)
CLEVELAND COUNTY, OKLAHOMA.)

**PROPOSED
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of September 2025. The Board finds that since the application for this grant has received a priority ranking of 32 points under Chapter 50 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$2,000,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$2,000,000.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to reimburse for a line maintenance facility designed to provide staff with the resources and location necessary to quickly respond to all wastewater and water line needs across the city. Applicant is authorized to request the ARPA grant funds only for costs incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, Norman Utilities Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of September 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:

A handwritten signature in black ink that reads "Lori Johnson". The signature is written in a cursive, flowing style.

Lori Johnson, Chief
Financial Assistance Division

AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: City of Oklahoma City, Oklahoma County

Grant Application No.: ARP-23-0005-DPG
American Rescue Plan Act Grant (“ARPA Grant”)

Amount Requested: \$3,239,004.06 + Additional Interest Earnings accrued

Designated Grant

Information: Name and/or number of the ARPA Grant account under which designated: ARPA-YY000460

Purpose: The City of Oklahoma City has a water transmission main located at the Tinker Air Force Base which needs to be relocated. The proposed project is for installation of approximately 4 miles of 60-inch water transmission main, valving, connecting to the existing line, testing, disinfection, and all other appurtenances required to complete the project. The estimated cost is \$46,183,651.46 which will be funded by the ARPA grant of \$38,239,004.06, and \$7,944,647.40 of local funds and any additional interest earnings accrued.

Sources of Funds (Est.)

OWRB ARPA Grant:	\$35,000,000.00
OWRB ARPA Grant Increase:	3,239,004.06
Local Match/ARPA Interest Earnings:	7,944,647.40

Total \$46,183,651.46

Uses of Funds (Est.)

Project:	\$46,183,651.46
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Total \$46,183,651.46

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

IN THE MATTER OF AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION NO. ARP-23-0005-DPG)
IN THE NAME OF THE CITY OF OKLAHOMA CITY,)
OKLAHOMA COUNTY, OKLAHOMA.)

PROPOSED

ORDER APPROVING ARPA GRANT INCREASE REQUEST

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of September 2025. 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 increase should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The legislature has approved an increase to the ARPA grant in an amount not to exceed \$3,239,004.06. This is in addition to the previously approved ARPA grant of \$35,000,000.00 for a total awarded of \$38,239,004.06.
2. The City of Oklahoma City is also eligible to receive any interest funds that have accrued in the ARPA grant account(s) for OKC 577 and City of Oklahoma City (Tinker AFB) held by BancFirst. Such interest funds shall be available until the completion of the project or until funds have been exhausted.
3. ARPA grant funds and any interest accrued to the grant account shall be accounted for separately with a federally insured financial institution.
4. The project shall be to install approximately 4 miles of 60-inch water transmission main, valving, connecting to the existing line, testing, disinfection,. Applicant is authorized to request the ARPA grant funds only for costs incurred for eligible expenses for the purposes of completing such project.
5. Furthermore, prior to and during the construction period, City of Oklahoma City 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.
6. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of September 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

PROGRESSING RURAL ECONOMIC PROSPERITY FUNDS (PREP) APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Rural Water District No. 1, Logan County, Oklahoma

Grant Application No.: PRP-25-0001-G
Progressing Rural Economic Prosperity Funds (“PREP Grant”)

Amount Requested: \$2,000,000.00

Purpose: Rural Water District No. 1, Logan County, Oklahoma owns and operates a rural water district. A residential area not currently served by the district has documented contamination of chlorides and organic compounds from oilfield activity in their personal water wells leaving them with no drinking water source. The proposed project is to connect the affected homes to the district’s public water supply by extending the district’s distribution system to supply water to this area by installing approximately 13,300 linear feet of water line extensions, and all appurtenances required to complete the project. The estimated cost of the project is \$3,140,518.00 which will be funded by the OWRB PREP Grant of \$2,000,000.00 and a DWSRF Loan.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
PREP Grant	\$2,000,000.00	Project:	\$3,140,518.00
DWSRF Loan:	1,140,518.00		
Total	<u>\$3,140,518.00</u>	Total	<u>\$3,140,518.00</u>

IN THE MATTER OF PREP GRANT APPLICATION)
NO. PRP-25-0001-G IN THE NAME OF THE)
RURAL WATER DISTRICT No. 1,)
LOGAN COUNTY, OKLAHOMA.)

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of September 2025. The Board finds that since the application for this grant has been identified by the legislature under Progressing Rural Economic Prosperity Fund (“PREP”) Senate Bill 1151 (2025), has met the eligibility requirements for this grant, and that since sufficient funds are available, the grant application for an amount not to exceed \$2,000,000.00 should be approved for the following purpose and subject to the following conditions:

1. The amount of the PREP grant shall not exceed \$2,000,000.00.
2. PREP Grant funds shall be deposited in a separate Trust account with a federally insured financial institution.
3. The project shall be to connect the affected homes of the contamination to the district's public water supply by extending the district's distribution system to supply water to this area by installing approximately 13,300 linear feet of water line extensions 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 request grant funds only for cost incurred for eligible expenses for the purpose of completing such project.
4. Furthermore, prior to and during the construction period, Rural Water District No. 1, Logan County, Oklahoma 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.

OKLAHOMA WATER RESOURCES BOARD

ATTEST:

3039

Reviewed By:

A handwritten signature in black ink that reads "Lori Johnson". The signature is written in a cursive, flowing style.

Lori Johnson, Chief
Financial Assistance Division

**PROGRESSING RURAL ECONOMIC PROSPERITY FUNDS (PREP APPLICATION
RECOMMENDED FOR APPROVAL**

Applicant: Piedmont Municipal Authority, Canadian County

Grant Application No.: PRP-25-0002-G
Progressing Rural Economic Prosperity Fund (“PREP Grant”)

Amount Requested: \$2,000,000.00

Purpose: Piedmont Municipal Authority operates a water system. The Authority is experiencing insufficient water issues due to population growth. The proposed project involves the design and construction of approximately 9,200 linear feet of 16-inch waterline, including all necessary appurtenances to complete the system. The estimated cost of the project is \$2,809,080.00 which will be funded by the OWRB PREP grant in the amount of \$2,000,000.00 and \$809,080.00 from OWRB FAP Loan.

Sources of Funds (Est.)

Grant Proceeds	\$2,000,000.00
FAP Loan	\$809,080.00

Total	<u><u>\$2,809,080.00</u></u>
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Uses of Funds (Est.)

Project	\$2,809,080.00
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Total	<u><u>\$2,809,080.00</u></u>
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BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF THE PREP GRANT APPLICATION)
NO. PRP-25-0002-G IN THE NAME OF THE)
PIEDMONT MUNICIPAL AUTHORITY,)
CANADIAN COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING PREP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of September 2025. The Board finds that since the application for this grant has been identified by the legislature under Progressing Rural Economic Prosperity Fund (“PREP”) Senate Bill 1151 (2025), has met the eligibility requirements for this grant, and that since sufficient funds are available, the grant application for an amount not to exceed \$2,000,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the PREP grant shall not exceed \$2,000,000.00.
2. PREP Grant funds shall be deposited in a separate Trust account with a federally insured financial institution.
3. The project shall be to design and construct approximately 9,200 linear feet of 16-inch waterline 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 request grant funds only for cost incurred for eligible expenses for the purpose of completing such project.
4. Furthermore, prior to and during the construction period, Piedmont Municipal 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 16th day of September, 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

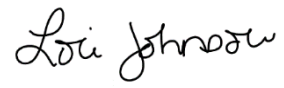
Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:

A handwritten signature in black ink that reads "Lori Johnson". The signature is written in a cursive, flowing style.

Lori Johnson, Chief
Financial Assistance Division

3. SUMMARY DISPOSITION AGENDA ITEMS

D. Contracts and Agreements Recommended for Approval

SEPTEMBER 16, 2025

AGENDA ITEM 3D(1)
JOINT FUNDING AGREEMENT

WITH:	United States Department of Agriculture – Agriculture Research Service
PURPOSE:	Upper Washita River Basin Water Resources Monitoring and Evaluation
AMOUNT:	Not to exceed \$51,700.00

UNITED STATES DEPARTMENT OF AGRICULTURE - RESEARCH, EDUCATION, AND ECONOMICS

Award Face Sheet

Agency Control No. 66071

Agency AGRICULTURAL RESEARCH SERVICE	Type of Instrument Non-Assistance Cooperative Agreement		Authority 7 USC 3318(b)
Title of Project Upper Washita River Basin Water Resources Monitoring and Evaluation	Agreement Number/FAIN 58-3070-4-049	Type of Action New	Correction N CFDA No. 10.001
	Period of Performance Start 09/01/2024 End 08/29/2025		(Reserved)
Agency Administrative Point of Contact/ADO STEPHEN ANDREW FEDORKOWICZ USDA, ARS, AFM, PA Administrative Office Financial Management, Travel and Agreements 2150 Centre Avenue, Building D Ft. Collins CO 80526-8119 Phone: 970-492-7024 Fax: E-mail: stephen.fedorkowicz@usda.gov	Total Federal Amount \$51,700.00	Federal Amount Obligated by This Action \$51,700.00	Indirect Cost Rate 0.00%
Agency Principal Investigator SHERRY HUNT Agroclimate & Hydraulics Engineering Res Unit 7207 West Cheyenne Street EL RENO OK 73036 Phone: 405-446-8382 Fax: E-mail: sherry.hunt@usda.gov	Non-Federal Entity/Federal Agency (Legal Name and Address) OKLAHOMA WATER RESOURCES BOARD 3800 N CLASSEN BLVD STE 100 OKLAHOMA CITY OK 73118-2855 USA POC: CRIS KRITTENBRINK LEGAL SECRETARY, OKLAHOMA WATER RESOURCES BOARD Phone: 405-530-8800 Fax: 405-530-8900 E-mail: CRIS.KRITTENBRINK@OWRB.OK.GOV UEI: E5KGD1NYA1S5		
Agency Finance Office VICTORIA D THOMAS USDA, ARS, PA AO FINANCIAL MANAGEMENT, TRAVEL AND AGREEMENTS 2150 CENTRE AVENUE, BUILDING D FORT COLLINS CO 80526-8119 Phone: 979-260-9494 Fax: E-mail: victoria.thomas@usda.gov	Non-Federal Entity/Federal Agency Principal Investigator LANCE PHILLIPS ENVIRONMENTAL PROGRAM MANAGER, OWRB 3800 N CLASSEN BOULEVARD OKLAHOMA CITY OK 73118-2862 USA Phone: 405-530-8800 Fax: 405-530-8900 E-mail: LANCE.PHILLIPS@OWRB.OK.GOV		
	Method of Payment <input checked="" type="checkbox"/> HHS/Payment Management System <input type="checkbox"/> Advance Payment Authorized <input type="checkbox"/> EFT/Treasury Check <input type="checkbox"/> Pre-Award Costs Authorized <input type="checkbox"/> Agency Receives Funds <input type="checkbox"/> UES (for FAS awards only) <input type="checkbox"/> IPAC		

PROVISIONS

This Agreement incorporates the following:

- ☒ Statement/Scope of Work
- ☐ Proposal
- ☐ Non-Federal Entity Proposal/Award/Agreement
- ☒ Research & Related Budget (Total Fed + Non-Fed) or REE-454
- ☐ Research & Related Budget or REE-455
- ☐ Prime Award attached (for subrecipients)
- ☒ Comments (REE-451, page 2)

These are available at <https://www.ars.usda.gov/afm/fmad/agreements/partnership-resources-for-cooperators/>

- ☒ Conflict of Interest Policy
- ☒ USDA Civil Rights Policy Statement ☒ USDA Civil Rights Poster (AD-475-C) ☐ Form SF-428-B Tangible Personal Property Report - Final Report
- ☐ REE-157 - Research Support Agreement Management Report Template

Applicable Regulations, Terms and Conditions, and Required Certifications (available at <https://www.ars.usda.gov/afm/fmad/agreements/agreements-home>)

- ☐ 2 CFR Part 200 and 2 CFR Part 400, Grant and Cooperative Agreement General Terms and Conditions (REE-453)
- ☒ 7 CFR Part 550 - General Administrative Policy for Non-Assistance Cooperative Agreements, published 10/11/2016
- ☐ General Provisions, Research Support Agreement (REE-452R)
- ☐ General Provisions, Trust Fund and Reimbursable Cooperative Agreements (REE-22)
- ☒ AD-1047 - Certification Regarding Debarment, Suspension and other Responsibility Matters - Primary Covered Transactions
- ☐ AD-1048 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions
- ☒ AD-1049 - Certification Regarding Drug-Free Workplace Requirements (Grants) - Alt I - For Grantees Other Than Individuals
- ☐ AD-1050 - Certification Regarding Drug-Free Workplace Requirements (Grants) - Alt II - For Grantees Who Are Individuals
- ☐ AD-1052 - Certification Regarding Drug-Free Workplace State and State Agencies
- ☒ AD-3031 - Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants
- ☐ Certification Regarding Lobbying
- ☒ REE-26 - Organization Information, Representations, Assurances & Certifications

This agreement, subject to the provisions above, is executed by the United States Department of Agriculture:

Signature <i>Bill Cauthron</i>	ADO Name STEPHEN ANDREW FEDORKOWICZ	Federal Award Date 09/20/2024
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By signing this agreement, the signor certifies that they are vested with the authority to enter into this agreement.

Non-Federal Entity/Federal Agency Signature	Name and Title	Date
Non-Federal Entity/Federal Agency Signature	Name and Title	Date

U.S. DEPARTMENT OF AGRICULTURE - RESEARCH, EDUCATION, AND ECONOMICS
Award Face Sheet
REE-451, Page 2

Agreement Number/FAIN: 58-3070-4-049
Type of Action: New
Project Number: 3070-13000-015-049S
Accession No.: 447101

Agency Control No.: 66071
BOC: 4500
PO No.:
FMMI Vendor Code : 1500000692

Agency Funds Chargeable - Agency Use Only

Account Code	FY	Amount	FMMI Fund Code	Cost Center	WBS Element
401-3070-510	2024	\$51,700.00	AR0001BASE	AR30700510	AR.MU.3070.01.0510

Comments:

- New Agreement issued as identified on the award face sheet to carry out the tasks described in the statement of work and budget for the agreement.
- 1) Commits funding in the amount indicated on the Award Face Sheet.
 - 2) Provides the terms and conditions, statement of work, budget, and budget justifications for the agreement.

A. ORGANIZATION OR INDIVIDUAL AWARDEE INFORMATION

The information identified in the table below will be used to report at USASpending.gov, when applicable. Please select one of the following:

<input type="checkbox"/>	A: State Government	<input type="checkbox"/>	M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)
<input type="checkbox"/>	B: County Government	<input type="checkbox"/>	N: Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)
<input type="checkbox"/>	C: City or Township Government	<input type="checkbox"/>	O: Private Institution of Higher Education
<input type="checkbox"/>	D: Special District Government	<input type="checkbox"/>	P: Individual
<input type="checkbox"/>	E: Regional Organization	<input type="checkbox"/>	Q: For-Profit Organization (Other than Small Business)
<input type="checkbox"/>	F: U.S. Territory or Possession	<input type="checkbox"/>	R: Small Business
<input type="checkbox"/>	G: Independent School District	<input type="checkbox"/>	S: Hispanic-serving Institution
<input type="checkbox"/>	H: Public/State Controlled Institution of Higher Education	<input type="checkbox"/>	T: Historically Black Colleges and Universities (HBCUs)
<input type="checkbox"/>	I: Indian/Native American Tribal Government (Federally Recognized)	<input type="checkbox"/>	U: Tribally Controlled Colleges and Universities (TCCUs)
<input type="checkbox"/>	J: Indian/Native American Tribal Government (Other than Federally Recognized)	<input type="checkbox"/>	V: Alaska Native and Native Hawaiian Serving Institutions
<input type="checkbox"/>	K: Indian/Native American Tribal Designated Organization	<input type="checkbox"/>	W: Non-domestic (non-US) Entity
<input type="checkbox"/>	L: Public/Indian Housing Authority	<input type="checkbox"/>	X: Other (<i>specify</i>)

Are you a State cooperative institution? (Refer to 7 USC 3103(18) or 7 USC 301 note) Yes ____ No ____

Entity Legal Name (associated with SAM registration, when applicable): "Doing Business As" (if applicable)

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UEI Number:

CAGE Code:

Tax Identification Number (TIN or EIN):

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Address (associated with SAM registration, when applicable):

Authorized Representative Name and Title:

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Administrative Point of Contact (POC) Name:

Administrative POC E-mail Address and Phone Number:

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Principal Investigator Name, USPS Mailing Address incl. zip code plus 4, E-mail Address and Phone Number (Place of Performance):

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B. REPRESENTATIONS

In accepting this award, the authorized representative for the organization or individual awardee (Cooperator/Awardee) identified on page 1 certifies that he or she has the authority to enter into this award on behalf of the awardee organization and the Cooperator/Awardee has the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost, when applicable) to ensure proper planning, management, and completion of the project(s) described in the award.

C. ASSURANCES

As a condition of this award, the Cooperator/Awardee agrees to comply, over the course of the award period of performance, with the terms and conditions of the award and all applicable laws, regulations, and Federal Executive Orders including, but not limited to, the list found at

[Partnership Resources for Cooperators : USDA ARS](#), as applicable.

D. CERTIFICATIONS

See the Agency's Award Face Sheet, REE-451, for required certifications. The Cooperator/Awardee will comply with the terms and conditions outlined in their SAM.GOV Grants Certifications Report, as applicable.

Statement of Work**Agreement No.:**58-3070-4-049**Type of Action:** New**Cooperator:** OKLAHOMA WATER RESOURCES BOARD**Control No.:**66071

Objective:

The primary objective is to conduct field investigations to support hydrologic research and provide stream flow data from the Little Washita River and Fort Cobb Reservoir Lake Experimental Watersheds. The deliverable from this research will include a database of the stream flow and water quality data. Additional details to the research project are outlined in the attached document.

Approach:

The Little Washita River and Fort Cobb Reservoir watershed stream in central Oklahoma will be monitored using stream gauging stations that measure flow depth and discharge. Data collection will be conducted in a continuously.

STATEMENT OF MUTUAL INTEREST:

Both parties are actively engaged in independent research projects which is part of a national network of water gauging, standard protocols, quality assurance, and quality control, and data access, making the data more readily available and useful to our scientists, collaborators, and interested members of the general public. The parties agree that meeting the objectives of this project will strengthen and enhance ongoing research within the scope of this agreement.

THE COOPERATOR AGREES TO:

1. Work closely with ARS in planning and conducting the outlined research.
2. Be responsible and accountable for the performance and conduct of all Cooperator employees assigned to the project ARS does not have authority to supervise Cooperator employees or engage in the employer/employee relationship of the Cooperator
3. Conduct at Cooperator's facilities and elsewhere as appropriate, collaborative research directed toward monitoring and evaluating streams, channels, rivers, and/or reservoirs. Collaborative activities include:
 - a) Work closely with ARS and U. S. Geological Survey (USGS) in planning and conducting a project to be undertaken which will be the work plan set forth in the Joint Funding Agreement herein referred to as Cooperative Agreement between the USGS and the Oklahoma Water Resources Board (OWRB).
 - b) The OWRB will collaborate through an additional Cooperative Agreement with USGS to conduct necessary field and analytical work directly related to stream flow monitoring of seven stream sites and reservoir levels in three lakes in the Little Washita River Basin.
 - c) Provide necessary personnel for planning and execution of this agreement.
 - d) Responsible and accountable for the performance and conduct of all cooperator employees assigned to the project.
 - e) Through assistance with the USGS, deploy and maintain by repairing or replacing instrumentation including automated stream gauges and reservoir level sensors.
 - f) Provide standard operating procedures for the deployed instrumentation.
 - g) Through OWRB's agreement with USGS, gather data continuously from stream gauges, and reservoir water level sensors; conduct quality assurance (QA) and quality control (QC) data through a standard process; provide a written QA/QC standard operating procedure; manage database and making available for the scientific community, stakeholders and general public.
4. Work closely with USDA-ARS to prepare findings for publication in peer-reviewed journals and presentations at meetings and/or commodity groups.
5. Provide USDA-ARS an annual/semi-annual/quarterly performance report Refer to 7 CFR Part 550, Section 550.52 Reporting Program Performance.
6. Refer to 7 CFR Part 550, Section 550.28 for Publications and Acknowledgment of Support
7. Submit copies of all publications resulting from the research conducted under this cooperative agreement to the ARS Principal investigator (ARS PI). The publications will be entered into the USDA-ARS publication database for cooperative agreement research accountability purposes and to facilitate data distribution and sharing via the world-wide web. The publication information entered into the USDA-ARS publication database will be accessible to the public through the USDA-ARS web site(s), including the name of the Cooperator's Principal Investigator and affiliation.

AGENCY AGREES TO:

1. Work closely with cooperator in planning and conducting the outlined research.
2. Financially support this project and monitor the Recipient's progress through financial and performance reports, as prescribed in the terms and conditions of this award.
3. Collaborate with the Cooperator in planning and conducting the research outlined herein.

U.S. DEPARTMENT OF AGRICULTURE
RESEARCH, EDUCATION, AND ECONOMICS

Statement of Work

Agreement No.:58-3070-4-049

Type of Action: New

Cooperator: OKLAHOMA WATER RESOURCES BOARD

Control No.:66071

4. Conduct research as it relates to project 3070-13000-015-00D.
5. ARS employees are prohibited from engaging in matters related to the Cooperator's employer/employee relations such as personnel, performance and time management issues. The Cooperator is solely responsible for the administrative supervision of its employees.
6. Collaborate with the Cooperator to prepare findings for publication in peer-reviewed journals and presentations at meetings and/or commodity groups.
7. Obtain and review the annual and final Performance Reports from the Cooperator's Principal Investigator and review the annual and final Financial Status Reports from the Cooperator's accounting office.

MUTUAL AGREEMENTS:

1. The agreement budget is hereby incorporated into the agreement. The awarding agency will reimburse the Cooperator for the costs as budgeted. As evidence of the Cooperator's contribution to this project, the Cooperator will contribute resources as shown in the agreement budget. Cooperators are required to report budget deviations which they automatically invoke, and when applicable request prior approval for budget revisions, per 7 CFR Part 550.116(c).
2. Payments to the Cooperator will be made through: HHS/Payment Management System.
As a recipient of this agreement the Cooperator shall submit the following reports within the HHS/Payment Management System:
 - a) Quarterly FFR-Federal Cash Transaction Reports (FFR-FCTR) to HHS throughout the life of the agreement, and
 - b) a final FFR-FCTR to HHS. Instructions for completing the reports can be found at:
<https://pms.psc.gov/pms-user-guide/federal-cash-transaction-report.html>
3. Correspondence and documentation submitted by the Cooperator to the Agency PI in reference to this agreement should cite Agreement No. 58-3070-4-049
4. This Agreement does not replace the need for technology transfer, data transfer, confidentiality, and/or real property documents that may be required by the Agency and/or Cooperator as per regulatory requirements.
5. This Agreement does not authorize materials to be transferred. In the event that materials are required to be transferred, a Material Transfer Agreement must be fully executed prior to any materials being transferred between the parties.
6. Trafficking in persons.
 - a. Provisions applicable to a recipient that is a private entity.
 - i. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
 - ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 1. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 417.
 - c. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - i. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 1. Associated with performance under this award; or
 2. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 417.
 - d. Provisions applicable to any recipient.
 - i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

U.S. DEPARTMENT OF AGRICULTURE
RESEARCH, EDUCATION, AND ECONOMICS

Statement of Work

Agreement No.:58-3070-4-049

Type of Action: New

Cooperator: OKLAHOMA WATER RESOURCES BOARD

Control No.:66071

-
- ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
 - e. Definitions. For purposes of this award term:
 - i. "Employee" means either:
 - 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii. "Private entity":
 - 1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - 2. Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b. A for-profit organization.
 - iv. "Severe forms of trafficking in persons", "commercial sex act" and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
 - 7. Agency has the right to unilaterally terminate an award at any time, with or without prior notice, if the Agency Administrator determines that it is in the best interest of the Government to terminate the award.

**U.S. DEPARTMENT OF AGRICULTURE
RESEARCH, EDUCATION, AND ECONOMICS**

AGREEMENT BUDGET

COOPERATOR: OKLAHOMA WATER RESOURCES BOARD AGREEMENT NO.: 58-3070-4-049 TYPE OF ACTION: New	AGENCY TO REIMBURSE	COOPERATOR CONTRIBUTION(S)
A. Salaries and Wages		
1. Senior/Key Person(s)	\$0.00	\$2,585.00
2. Other Personnel (Post-Doctoral Associates, Graduate Students, Undergraduate Students)	\$0.00	\$2,585.00
3. Support Personnel/Secretarial/Clerical.	\$0.00	\$0.00
Total Salaries and Wages ➡	\$0.00	\$5,170.00
B. Fringe Benefits (If charged as Direct Costs)	\$0.00	\$0.00
C. Total Salaries, Wages, and Fringe Benefits (A plus B) ➡	\$0.00	\$5,170.00
D. Equipment (Provide supporting data; list items and dollar amounts for each item exceeding \$5,000)	\$0.00	\$0.00
E. Materials and Supplies	\$0.00	\$0.00
F. Travel (List destination and amount for each trip)		
1. Domestic (Include Canada, Mexico, and U.S. Possessions)	\$0.00	\$0.00
2. Foreign	\$0.00	\$0.00
G. Publication Costs	\$0.00	\$0.00
H. ADP/Computer Services	\$0.00	\$0.00
I. Subawards	\$51,700.00	\$0.00
J. All Other Direct Costs (Provide supporting data. List items and dollar amounts for each item.)	\$0.00	\$0.00
K. Total Direct Costs (C through J) ➡	\$51,700.00	\$5,170.00
L. Indirect Costs (Specify rate and base)		
Rate : 0.00 %		
Base : \$0.00	\$0.00	\$5,170.00
M. Total Costs (K plus L) ➡	\$51,700.00	\$10,340.00

NOTES:

1. A separate budget is required for each year.
2. Federal Statute (7 U.S.C. 3318 (b)(1)(B)) requires a contribution of resources by all parties toward meeting the objectives of the Cooperative Agreement.
3. The Cooperator's contribution must be no less than 20 percent of the total of the resource contributions under the cooperative agreement. Resource contributions of the Cooperator must consist of a sufficient amount of itemized direct costs to substantiate a true stake in the project as determined by the ADO. The Cooperator's contribution must be maintained at 20 percent of Federal funding throughout the period of performance.
4. Under 7 USC 3319, USDA is prohibited from reimbursing State Cooperative Institutions for indirect costs or tuition remission in connection with non-assistance cooperative agreements awarded under the authority of 7 USC 3318(b).
5. Indirect costs will be reimbursed only upon receipt of a current approved Negotiated Indirect Cost Rate Agreement for all non-State Cooperative Institutions.
6. Unrecovered indirect costs may be used to meet a portion of the resource contribution requirement toward the cooperative effort. Indirect costs only for the resource contribution requirement is not allowed.
7. Unallowable costs as defined in 2 CFR Part 200, Subpart E - Cost Principles, cannot be considered a resource contribution.

U.S. DEPARTMENT OF AGRICULTURE
RESEARCH, EDUCATION, AND ECONOMICS

AGREEMENT BUDGET JUSTIFICATION
FOR 58-3070-4-049

Budget Category	Cost
-----------------	------

Subawards

USGS	\$51,700.00
------	-------------

Signature: *Lance Phillips*

Email: lance.phillips@owrb.ok.gov

Signature: *Jessica Billingsley*

Email: jessica.billingsley@owrb.ok.gov

Signature: 
Anil Pillai (Jul 29, 2025 12:50:35 CDT)

Email: anil.pillai@owrb.ok.gov

Signature: 

Email: sara.gibson@owrb.ok.gov

Signature: *Angela Rodriguez*

Email: angela.rodriguez@owrb.ok.gov

AGENDA ITEM 3D(2)
INTER-AGENCY AGREEMENT

WITH:	Oklahoma Office of Management & Enterprise Services
PURPOSE:	For use to purchase services from OMES on an as-needed basis. OMES reserves the right to be the sole provider of the services to the OWRB. IT blanket to include - cabling, websites, wifi, office moves, imaging
AMOUNT:	Not to exceed \$5,000.00
TERM:	Through 6/30/2026



Statement of Work Number: SOW0004924

Project Name:OWRB-FY26 Blanket SOW

Project Number:

P-code:

Demand Number:

Revision: 0

This Blanket 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 Blanket Statement of Work. The terms of this Blanket 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 Blanket Statement of Work, by agreement of both parties, is to enable a simplified method of processing the following categories of services that have anticipated repetitive needs:

1. Cabling
2. Websites- citizen experience and web services
3. Imaging- Kofax and Onbase
4. Wifi- wireless
5. Office Moves

Agency authorizes OMES to perform said services and bill Agency via this Blanket Statement of Work up to the authorized expenditure amount identified herein without the execution of individual statements of work. Should the authorized expenditure amount be reached before the end of the term of this Blanket Statement of Work, the parties will cooperatively engage in negotiations to revise said level.



Agency will initiate the performance of the services by submission of a service desk request. Agency acknowledges that it is responsible for requests submitted by Agency personnel under this Blanket Statement of Work and OMES has no obligation to verify the authority of said personnel to submit said requests.

II. PERIOD OF PERFORMANCE AND TIMELINE: (Detail the expected time period over which the work will occur.)

Blanket Start Date: 07/01/2025

Blanket End Date: 06/30/2026

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.**)

Blanket Total Amount	\$5000.00
----------------------	-----------

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, located at https://www.ok.gov/openrange/_Resources.html.

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 that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this SOW and to bind their respective Party thereto.

<p>OMES:</p> <p>Authorized Signature</p> <p>Printed Name Dan Cronin</p> <p>Title Chief Information Officer</p> <p>Date</p>	<p>AGENCY:</p> <p>Authorized Signature</p> <p>Printed Name Thomas Gorman</p> <p>Title OWRB Board Vice Chairman</p> <p>Date</p>
<p>OMES:</p> <p>Authorized Signature</p> <p>Printed Name</p> <p>Title</p> <p>Date</p>	<p>AGENCY:</p> <p>Authorized Signature</p> <p>Printed Name Suzanne Landess</p> <p>Title OWRB Board Secretary</p> <p>Date</p>

SEAL:

Signature: 

Email: jay.foote@owrb.ok.gov

Signature: 

Email: anil.pillai@owrb.ok.gov

Signature: 

Email: jessica.billingsley@owrb.ok.gov

Signature: 

Email: sara.gibson@owrb.ok.gov

AGENDA ITEM 3D(3)
INTER-AGENCY AGREEMENT

WITH: Oklahoma Office of Management & Enterprise Services

PURPOSE: Appendix C to Master Service Agreement

AMOUNT:

TERM:

**AGREEMENT FOR SHARED SERVICES
BETWEEN
OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES
AND
WATER RESOURCES BOARD**

The Agreement for Shared Services (hereinafter referred to as "Agreement") is entered into between the Oklahoma Office of Management and Enterprise Services, (hereinafter referred to as "OMES") and Water Resources Board (hereinafter referred to as "Agency"), effective July 1, 2016. This Agreement represents the entire agreement between the Agency and OMES and supersedes all prior written and oral agreements between the Agency and OMES with respect to the subject matter herein.

RECITALS

WHEREAS, pursuant to certain duties set forth in Title 62 of the Oklahoma statutes ("Title 62"), the Chief Information Officer must consolidate information technology positions and assets of executive state agencies of the State of Oklahoma.

WHEREAS, pursuant to the Information Technology Consolidation and Coordination Act codified as 62 O.S. §35.1 et seq., as amended (the "Act"), OMES Information Services shall provide information technology shared services, as defined herein, to the Agency and, prior to providing such shared services, is required to enter into an agreement with the Agency for the shared services to be provided by OMES Information Services to the Agency.

WHEREAS, Agency Business Services, a department of OMES Central Accounting and Reporting, is staffed and designed to provide state agencies with accounting, reconciling, budgeting, purchasing, billing and accounts receivable services in an efficient and cost-effective manner.

WHEREAS, OMES Human Capital Management is staffed and designed to provide state agencies with services in all areas of human resources, payroll and employee benefits in an efficient and cost-conscious manner.

NOW THEREFORE, the parties agree as follows:

OMES agrees to provide the services listed in the appendices attached hereto and incorporated herein and the Agency agrees to remit payment to OMES for services listed in the appendices.

I. OMES Compensation

- a. The Agency agrees to pay the aggregate amount of costs detailed in the appendices. Except as otherwise noted in an appendix, OMES will bill the Agency in arrears for the prior month's services, and the Agency shall pay OMES for such costs upon receipt of the invoice. If the Agency disputes provisions of

any portion of services provided, such dispute shall be documented and resolved as set forth in Appendix A, and the Agency shall pay the invoice costs to the extent undisputed. Disputes will be deemed legitimate if (a) documented and (b) resolution procedures are being pursued as set forth at Appendix A or as otherwise agreed in writing between OMES and the Agency.

- b. The Agency will give OMES prompt written notice if funds available to the Agency to compensate OMES, in whole or in part, under the terms of this Agreement, are reduced. OMES and the Agency may agree to reduce services provided to the Agency and accordingly, proportionately reduce the compensation to be paid to OMES. In no event will a reduction of compensation to OMES apply to services provided prior to receipt of the funding reduction notice from the Agency, and OMES will have no duty to provide any service without compensation.

II. Term

This Agreement shall remain in effect in perpetuity. An appendix hereto may be modified or terminated, if allowed by law, by giving sixty (60) days' notice to the appropriate OMES contact.

III. Data Ownership

- a. The Parties acknowledge that the State of Oklahoma Information Security Policies, Procedures and guidelines, set forth at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf> apply to all data and that the Agency is the owner of all data for which the Agency is responsible for producing, releasing, collecting and maintaining the authenticity, integrity and accuracy of the data.
- b. Pursuant to 62 O.S. §35.8(c), the Agency retains the duty to respond to requests for records, even if the records have been transmitted to or stored by OMES. On the occasion OMES receives a request for records for the Agency's information, OMES will direct the requestor to the Agency. OMES will assist the Agency in responding to a request for records as directed by the Agency. As mere custodians of the data, OMES does not review the results of the search requested by the Agency and does not warrant that the search results satisfy the request for records received by the Agency. OMES performs the search based on the criteria provided by the Agency and does not independently verify the search criteria as accurate or appropriate for the request for records. It is incumbent on the Agency to review the results of the search for accuracy, responsiveness and confidentiality exclusions. The Agency spend data as recorded in the State of Oklahoma's financial record may be released as part of a global request for information and would be limited to date of expenditure, entity paid, object of expenditure (account code) and amounts.

IV. OMES Information Services

With respect to services being provided by OMES Information Services, the following terms apply:

- a. Information Services shall provide to the Agency certain shared services described at Appendix C, as may be amended from time to time. Any additional terms and responsibilities of one or both parties with respect to the services provided shall be set forth in Appendix B.
- b. If goods leased by OMES are provided to an Agency as part of the shared services provided by OMES Information Services, the Agency shall reimburse OMES for any fees, costs and monetary penalties or other financial obligations incurred by OMES in connection with failure of the Agency to comply with contract terms between the state and the vendor lessor. Additionally, the Agency shall (a) notify OMES Information Services immediately if any leased goods are moved, lost, stolen, broken or otherwise altered and provide any associated information requested by OMES Information Services and (b) cooperate with and assist OMES Information Services regarding the vendor lessor's product return conditions of such leased goods.
- c. The Agency shall be responsible for all usage fees associated with the misuse of international access.
- d. As applicable and to the extent not included in the services provided, the Agency shall provide adequate access to its premises and equipment locations and shall provide furniture, telephone, office space, utilities, janitorial services, supplies and other associated support such as, without limitation, computer equipment for OMES Information Services personnel that are not physically located at the OMES Information Services' Data Center. Pursuant to 62 O.S. §34.11.1, the Agency shall cooperate with, lend assistance to, and provide all information requested by OMES Information Services.
- e. Pursuant to the provisions of the Act, the Agency shall transfer to OMES Information Services any hardware, software, contracts and other information technology assets which have not been previously transferred and which are deemed necessary by OMES Information Services to fulfill its statutory mandate to consolidate state information technology assets to achieve cost savings and improved efficiency.
- f. If the Agency is delinquent in payment for the undisputed provision of services provided by OMES Information Services, OMES Information Services may collect such delinquent amount in accordance with the terms of the Act.

V. OMES Human Capital Management

With respect to services being provided by OMES Human Capital Management, the following terms apply:

- a. OMES Human Capital Management shall provide to the Agency certain shared services described in Appendix D, as may be amended from time to time. Any additional terms and responsibilities of one or both parties with respect to the services to be provided shall be set forth in Appendix B.
- b. The Agency shall cooperate, lend assistance to, and within a reasonable amount of time provide all information requested by OMES Human Capital Management.

VI. OMES Central Accounting and Reporting – Agency Business Services

With respect to services being provided by OMES Central Accounting and Reporting – Agency Business Services, the following terms apply:

- a. OMES Central Accounting and Reporting – Agency Business Services shall provide to the Agency certain shared services described in Appendix F, as may be amended from time to time. Any additional terms and responsibilities of one or both parties with respect to the services to be provided shall be set forth in Appendix B.
- b. The Agency agrees to limit its employees' access in PeopleSoft Financials and other pertinent systems, including but not limited to Hyperion, P-Card and PeopleSoft HCM, to view access and report viewer access for all services provided under this Agreement.
- c. Pursuant to 62 O.S. §34.68, the Agency designates authority to the Oklahoma State Comptroller to act as or further delegate responsibility to be the "agency approving officer" for purposes of approving Agency vouchers used as the basis for the payment of monies from the State Treasury. Approved vouchers shall be submitted to the Director of Office of Management and Enterprise Services for pre-audit and settlement. The Agency's designation of such responsibility in this Section is in lieu of filing a signature card or OMES Form 13 with OMES Transaction Processing.

VII. Notices

All notices required or allowed pursuant to the terms hereof shall be in writing, which may be via electronic mail, and shall be deemed delivered when actually received by the applicable contact as set forth below or in an appendix hereto. Except for contact information pertaining to billing disputes, invoicing or procurement, notices between the parties shall be sent to the below individuals or to such other contact as either party may from time to time specify in writing and provided to the individual executing this Agreement. Contact information pertaining to billing disputes, invoicing or procurement is set forth in the appendices to this Agreement

OMES notices with respect to Sections I through VIII of this Agreement shall be sent to the following Agency contact:

Name: Mr. Anil Pillai
Telephone: (405)-530-8872
Email: Anil.Pillai@owRB.ok.gov
Address: 3800 N. Classen Blvd, OKC, OK 73118

Agency notices with respect to Sections I through VIII of this Agreement shall be sent to the following OMES contact:

omessharedservices@omes.ok.gov

OMES Contact for services provided by Information Services under this Agreement and performance thereof, including the need to escalate a problem

OMES Information Services Help Desk
(405) 521-2444
helpdesk@omes.ok.gov

OMES Contact for services provided by Human Capital Management under this Agreement and performance thereof, including the need to escalate a problem

hcmsharedservices@omes.ok.gov

OMES Contact for services provided by Capital Assets Management under this Agreement and performance thereof, including the need to escalate a problem

camsharedservices@omes.ok.gov

OMES Contact for services provided by Central Accounting and Reporting under this Agreement and performance thereof, including the need to escalate a problem

carfinancialsharedservices@omes.ok.gov

OMES Contact for services provided by Performance and Efficiency under this Agreement and performance thereof, including the need to escalate a problem

pesharedservices@omes.ok.gov

OMES Contact for services provided by Central Purchasing under this Agreement and performance thereof, including the need to escalate a problem

cpsharedservices@omes.ok.gov

VIII. Miscellaneous

- a. If there is a conflict between terms of a specific appendix and Sections I through VIII of this Agreement, the terms of the specific appendix control.
- b. Any additional or amended terms and responsibilities related to Sections I through VIII or Appendix A shall be set forth at Appendix B. Any amendment to this Agreement shall be in writing and executed by both parties.
- c. If the need arises to escalate a problem in connection with the services provided under this Agreement, the Agency shall provide notice to the appropriate OMES contact and both parties shall agree to provide the necessary resources to assist with resolution.
- d. OMES is not responsible for reviewing or auditing any information given to OMES by the Agency in connection with services being provided under this Agreement and assumes no liability for incorrect information provided by the Agency or changes made to an information technology system, including but not limited to the PeopleSoft system, by anyone other than OMES staff assigned to provide services under this Agreement. Additionally, OMES is not responsible for purchases made outside the scope of the Central Purchasing Act whether on a purchase order or made by a state purchase card.
- e. The Agency shall allow access to all pertinent systems necessary to support OMES in providing services under this Agreement.
- f. To the extent the Agency provides an OMES Division sufficient notice, including reasonable time in which to convey the information to applicable OMES Division personnel, of statutory and regulatory requirements as well as associated internal policies ("Legal Requirement") applicable to the provision of services under this Agreement to the Agency, the OMES Division will adhere to the applicable Legal Requirement when providing services being provided under this Agreement. The Agency agrees to provide immediate notice to the applicable OMES Division when it becomes aware of new or amended Legal Requirements affecting services to be provided by such OMES Division to the Agency. In some instances, Legal Requirements may result in an increase of the cost of provided shared services under this Agreement.
- g. The provisions of this Agreement are severable, and in the event any provision, including a provision of any particular appendix, is held to be invalid, this Agreement will be interpreted as if such invalid provision were not contained herein. The parties shall use best efforts to mutually agree to a replacement provision to the extent not prohibited by applicable law.
- h. Neither forbearance nor payment by OMES or the Agency shall be construed to constitute a waiver of any remedy for any default or breach by OMES or the Agency under the terms of this Agreement.

- i. Unless prohibited by applicable law, the Uniform Electronic Transactions Act shall apply to this Agreement and such amendment or superseding agreement may be evidenced by electronic means.

IN WITNESS WHEREOF, each of the parties has entered into and caused its duly authorized representative to execute this Agreement.

OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

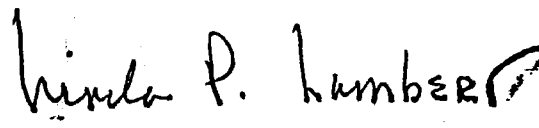


OMES Director

Preston Deerflinger
Printed Name

April 18, 2017
Date

WATER RESOURCES BOARD

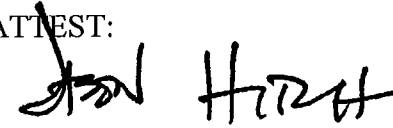


Chairman of the Board

Linda P. Lambert
Printed Name

April 18, 2017
Date

ATTEST:



Secretary of the Board

Appendix A: Billing Dispute Resolution

- I.** Formal notification to OMES of a dispute related to billing in connection with the provisions of a service provided herein shall occur via the Agency contacting the applicable Division as follows:

OMES Information Services:	A service request shall be created by one of the following methods: 1) Use of the self-Service CRM utility found online at http://helpdesk.ok.gov ; or 2) By email at helpdesk@omes.ok.gov Note: e-mail is a low priority communication channel
OMES Human Capital Management:	By email at hcmshareservices@omes.ok.gov
OMES Capital Assets Management:	By email at camshareservices@omes.ok.gov
OMES Central Accounting and Reporting:	By email at carfinancialshareservices@omes.ok.gov
OMES Performance and Efficiency:	By email at peshareservices@omes.ok.gov
OMES Central Purchasing:	By email at cpshareservices@omes.ok.gov

- II.** The dispute resolution process shall initiate with the Agency Director or designee and the OMES Controller working to amicably resolve the dispute.
- III.** If a resolution is not reached by the OMES Controller and the Agency Director or designee within thirty (30) days of receipt of notice of the billing dispute, the Agency Director shall meet and work with the applicable OMES Division Director to amicably resolve the dispute.
- IV.** If resolution is not reached by the applicable OMES Division Director and the Agency Director or designee within thirty (30) days of turnover from the OMES Controller, the matter shall be submitted to the Director of the Office of Management and Enterprise Services for a final determination.

**Appendix B: Additional Terms and Responsibilities to Agreement Sections I-VIII or
Appendix A**

Section IV. OMES Information Services is hereby amended as follows:

- g. Prior to OMES Information Services placing personnel primarily at the Agency's location to provide services as set forth in the appendices, OMES Information Services will discuss the need for such placement, and placement must be mutually agreed upon by OMES Information Services and the Agency. OMES Information Services personnel primarily located at the Agency's location will be subject to additional projects with other OMES customers on an as needed basis.
- h. If OMES Information Services plans to alter the current configuration of OMES Information Services personnel primarily located at the Agency's location, such decision will be discussed and mutually agreed upon.

IN WITNESS WHEREOF, each of the parties has entered into and caused its duly authorized representative to execute Appendix B of the Agreement.

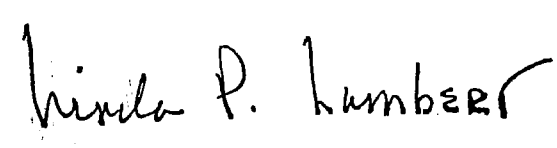
OFFICE OF MANAGEMENT
ENTERPRISE SERVICES

AND

WATER RESOURCES BOARD



OMES Director



Chairman of the Board

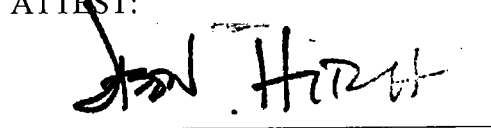
Preston Doerflinger
Printed Name

Linda P. Lambert
Printed Name

April 18, 2017
Date

April 18, 2017
Date

ATTEST:



Secretary of the Board



APPENDIX C

Water Resources Board 2024



Detail of Services Provided

One Time Charges

Unit	Quantity	Price	Total Cost
Plus-Oracle	1821.23	\$1.00	\$1,821.23
One Time Charge Total:			\$1821.23

Monthly Charges

FTE Budgeted Average	Quantity	Price	Monthly Cost
Essential Network – 100Mb	106	\$10.00	\$1,060.00
CORE Employee Mgmt System	106	\$6.50	\$689.00
Other	Quantity	Price	Monthly Cost
Maint-Application Maint	18652.26	\$1.00	\$18,652.26
Physical Address	Quantity	Price	Monthly Cost
Plus Network – Site Connectivity	2	\$294.00	\$588.00
Unit	Quantity	Price	Monthly Cost
Plus Desk-Adv SSL Certificate	1	\$17.20	\$17.20
Plus Desk-Legacy Leasing	30.9	\$1.00	\$30.90
Essential Voice-Standard Phone	106	\$20.00	\$2,120.00
Plus Network – 100Mb	25	\$10.00	\$250.00
Plus Desktop- Virtual Machine	1	\$61.00	\$61.00



Plus Desk-Std SSL Certificate	2	\$16.25	\$32.50
Plus Network – Secure WAP Mngmt	5	\$20.00	\$100.00
Plus Voice-Addition Std Phone	8	\$20.00	\$160.00
Plus-Voucher Kofax Support	2	\$49.37	\$98.74

Monthly Charge Total:			\$23859.60
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Total Cost:			\$25,680.83
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Billing for shared services set forth in Appendix C of this Agreement shall be effective July 1, 2023.


IN WITNESS WHEREOF, each of the parties has entered into and caused its duly authorized representative to execute Appendix C of the Agreement.

OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

AND

Water Resources Board


Joe McIntosh (Nov 8, 2023 13:50 CST)
 Chief Information Officer


Julie Cunningham (Nov 8, 2023 13:23 CST)
 Agency Director

Joe McIntosh

Printed Name

11/08/2023

Date

Julie Cunningham

Printed Name

11/08/2023

Date

**Appendix D: OMES Human Capital Management
Detail of Services Provided**

Intentionally Left Blank

**Appendix E: OMES Capital Assets Management
Detail of Services Provided**

Intentionally Left Blank

**Appendix F: OMES Central Accounting and Reporting
Detail of Services Provided**

Intentionally Left Blank

Appendix G: OMES Performance and Efficiency
Detail of Services Provided

Intentionally Left Blank

**Appendix H: OMES Central Purchasing
Detail of Services Provided**

Intentionally Left Blank



APPENDIX C

Water Resources Board 2026



Detail of Services Provided

One Time Charges

Unit	Quantity	Price	Total Cost
Plus-Oracle	1821.23	\$1.00	\$1,821.23
One Time Charge Total:			\$1821.23

Monthly Charges

FTE Budgeted Average	Quantity	Price	Monthly Cost
Essential Network – 100Mb	116	\$10.00	\$1,160.00
CORE Employee Mgmt System	116	\$6.50	\$754.00
Other	Quantity	Price	Monthly Cost
Maint-Application Maint*	23085.45	\$1.00	\$23,085.45
Physical Address	Quantity	Price	Monthly Cost
Plus Network – Site Connectivity	2	\$294.00	\$588.00
Unit	Quantity	Price	Monthly Cost
Plus Network – 100Mb	16	\$10.00	\$160.00
Plus Network – Secure WAP Mngmt	7	\$20.00	\$140.00
Plus Desk-Adv SSL Certificate	1	\$17.20	\$17.20
Essential Voice-Standard Phone	116	\$20.00	\$2,320.00
Plus Voice-Addition Std Phone	8	\$20.00	\$160.00



Plus-Voucher Kofax Support	2	\$49.37	\$98.74
Plus Desk-Std SSL Certificate	10	\$16.25	\$162.50

Monthly Charge Total:			\$28645.89
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Total Cost:			\$30,467.12
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Billing for shared services set forth in Appendix C of this Agreement shall be effective July 1, 2025.

IN WITNESS WHEREOF, each of the parties has entered into and caused its duly authorized representative to execute Appendix C of the Agreement.

OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

AND

Water Resources Board

Chief Information Officer

Board Chairman

Dan Cronin

Printed Name

Printed Name

Date

Date

Board Secretary

Printed Name

Date












SEAL:


Signature: *Jessica Billingsley*

Email: jessica.billingsley@owrb.ok.gov

Created:	2025-07-17
By:	Jay Foote (jay.foote@owrb.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0c92wFFMQ_vyM41__eCdVoHqTc4rk9IL

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AGENDA ITEM 3D(4)
INTER-AGENCY AGREEMENT

WITH:	Oklahoma Office of Management & Enterprise Services
PURPOSE:	Server Data Consolidation: This PLANNING statement of work (SOW) is for planning, design and resourcing of 835 OWRB – Server Data Consolidation. OWRB requests to consolidate legacy tech debt to a single server solution.
AMOUNT:	\$3,540.00
TERM:	July 1, 2025, through June 30, 2026



Office of Management and Enterprise services Information Services

Statement of Work Number: SOW0004376

Project Name: 835 OWRB - Server Data Consolidation

Project Number:

P-Code: 090P008351

Demand Number: DMND0372232

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 PLANNING statement of work (SOW) is for planning, design and resourcing of 835 OWRB - Server Data Consolidation. OWRB requests to consolidate legacy tech debt to a single server solution.

The Planning work will provide the following or acceptable alternatives -

- * Remote Desktop access setup for Derrick Stark and Scott Robinson on APP-GIS01-835.agency.ok.gov
- * Size drives and partitions (if needed),
- * Permission structure set up based on existing legacy server permissions
- * Move data from legacy servers to APP-GIS01-835
- * Group policy for agency drive letter access
- * Decommission of legacy OWRB domain servers when Derrick Stark states agency is ready for transitions. New Server that data will be moved to: APP-GIS01-835.agency.ok.gov

Old Servers being to be decommissioned: (*cost realized in FY27*)

- * Arapaho.owrb.thinkbig (Windows Server 2008 R2 Standard)
- * OWRBGIS.owrb.thinkbig (Windows Server 2012 R2 Standard)
- * Scissortail.owrb.thinkbig (Windows Server 2012 R2 Standard)

Part numbers and roles included in this estimate:

Part 810: 24 hours Part 810 (Non-billable): 12

Part 796: 10 hours

Part 900 : Network Equipment

- Planning output will include the design, resource, and material estimates needed to meet agency requirements and comply with state standards and policy. This is for assessment, resourcing, and design only.

- Execution output will include work specified in the design to include



but not limited to cabling, equipment, installation, and service fees. Any hours not used in Planning may be rolled to the Execution phase. If additional hours beyond those stated in the Planning SOW are need to complete the project, they will be included in a SOW revision.

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.)

To be determined based on successful decommissioning of the three legacy servers.
This statement of work is good from July 1, 2025 through June 30, 2026

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
Total One Time Costs				\$0.00

Per hour costs associated with project completion

Part #	Part	Estimated Hours	Rate	Amount
796	Project-Consulting Specialist	10	\$90.00	\$900.00
810	Project-Consulting Specialist - No Charge	12	\$0.00	\$0.00
810	Project-Consulting Specialist	24	\$110.00	\$2,640.00
Total Per Hour Costs				\$3,540.00



Monthly costs associated with project completion

Part #	Part	Quantity	Rate	Amount
628			Maint- Application Maint	\$0.00
			Total Monthly Costs	\$0.00

	Total Cost	\$3,540.00
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IV. Assumptions: (The Project scope and estimated costs include the following assumptions.)

Virtual server has already been built. Only resource cost to migrate data are included. It is assumed that all MRC is currently being billed. This SOW is based on information provided by the project, agency, and/or vendors. Any change orders may require a revision to this statement of work. Delays in construction or specialized equipment delivery may impact estimated performance timeline. Should additional OMES resources or additional parts may be required, requests for them will be made in advance as needs are identified. Any such requests will be subject to a change request and a subsequent SOW revision.

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 on whose behalf they are signing, to sign this Statement of Work and to bind their respective party thereto.

<p>OMES:</p> <p>Authorized Signature</p> <p>Printed Name Dan Cronin</p> <p>Title Chief Information Officer</p> <p>Date</p>	<p>AGENCY:</p> <p>Authorized Signature</p> <p>Printed Name Thomas Gorman</p> <p>Title OWRB Board Vice Chairman</p> <p>Date</p>
<p>OMES:</p> <p>Authorized Signature</p> <p>Printed Name</p> <p>Title</p> <p>Date</p>	<p>AGENCY:</p> <p>Authorized Signature</p> <p>Printed Name Suzanne Landess</p> <p>Title OWRB Board Secretary</p> <p>Date</p>

SEAL:











835 OWRB SOW0004376 Server Data Consolidation

Final Audit Report

2025-07-15

Created:	2025-07-09
By:	Derrick Stark (derrick.stark@owrb.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQQMgkAZWFcvCNPrPu-CCdHYWwkp43p6j

"835 OWRB SOW0004376 Server Data Consolidation" History


-  Document created by Derrick Stark (derrick.stark@owrb.ok.gov)
2025-07-09 - 1:48:04 PM GMT
-  Document emailed to Derrick Stark (derrick.stark@owrb.ok.gov) for signature
2025-07-09 - 1:48:08 PM GMT
-  Email viewed by Derrick Stark (derrick.stark@owrb.ok.gov)
2025-07-09 - 1:48:54 PM GMT
-  Document e-signed by Derrick Stark (derrick.stark@owrb.ok.gov)
Signature Date: 2025-07-09 - 1:49:34 PM GMT - Time Source: server
-  Document emailed to Jay Foote (jay.foote@owrb.ok.gov) for signature
2025-07-09 - 1:49:36 PM GMT
-  Email viewed by Jay Foote (jay.foote@owrb.ok.gov)
2025-07-09 - 1:56:50 PM GMT
-  Document e-signed by Jay Foote (jay.foote@owrb.ok.gov)
Signature Date: 2025-07-09 - 1:59:25 PM GMT - Time Source: server
-  Document emailed to Jessica Billingsley (jessica.billingsley@owrb.ok.gov) for signature
2025-07-09 - 1:59:32 PM GMT
-  Document e-signed by Jessica Billingsley (jessica.billingsley@owrb.ok.gov)
Signature Date: 2025-07-09 - 5:58:56 PM GMT - Time Source: server
-  Document emailed to Anil Pillai (anil.pillai@owrb.ok.gov) for signature
2025-07-09 - 5:58:58 PM GMT

 Email viewed by Anil Pillai (anil.pillai@owrb.ok.gov)


2025-07-09 - 10:27:00 PM GMT

 Document e-signed by Anil Pillai (anil.pillai@owrb.ok.gov)

Signature Date: 2025-07-15 - 9:15:04 PM GMT - Time Source: server

 Document emailed to Sara Gibson (sara.gibson@owrb.ok.gov) for signature

2025-07-15 - 9:15:06 PM GMT

 Email viewed by Sara Gibson (sara.gibson@owrb.ok.gov)

2025-07-15 - 9:20:29 PM GMT

 Document e-signed by Sara Gibson (sara.gibson@owrb.ok.gov)

Signature Date: 2025-07-15 - 9:21:59 PM GMT - Time Source: server

 Agreement completed.

2025-07-15 - 9:21:59 PM GMT

AGENDA ITEM 3D(5)

RESOLUTION

PURPOSE:

A resolution authorizing the Oklahoma Water Resources Board to apply for funding assistance through FEMA's National Dam Safety Program State Assistance Grant Program. The funding would support Oklahoma's dam safety program.

AMOUNT:

\$408,812.00

TERM:

July 1, 2025, through June 30, 2026

**A RESOLUTION OF THE OKLAHOMA WATER RESOURCES BOARD
AUTHORIZING AN APPLICATION FOR FUNDING ASSISTANCE THROUGH
THE FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL DAM SAFETY PROGRAM STATE ASSISTANCE GRANT PROGRAM**

WHEREAS, the United States Department of Homeland Security, Federal Emergency Management Agency (“FEMA”) has implemented the National Dam Safety Program (“NDSP”) to provide grant funds to establish and maintain effective state dam safety programs.

WHEREAS, FEMA has solicited proposals for financial assistance from state dam safety programs that are authorized by state legislation and working toward meeting specific criteria and budgeting requirements.

WHEREAS, the Oklahoma Dam Safety Program understands that assistance may not be provided to a State under this program for a fiscal year unless the State maintains the aggregate expenditures of the State from all other sources for programs to ensure dam safety for the protection of human life and property at or above a level equal to the average annual level of such expenditures for the two fiscal years preceding the current fiscal year.

WHEREAS, the Oklahoma Water Resources Board (“Agency”) has identified itself as an eligible applicant under FEMA’s NDSP Grant Program, Funding Opportunity Number: DHS-25-[MT]-[041]-[00]-[97].

WHEREAS, the Agency is pursuing grant funding assistance under the NDSP grant program in an amount up to \$408,812.00 to provide maintenance of an effective state dam safety program intended to ensure dam safety, protect human life and property, and improve the state of the practice of dam safety and risk management.

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

1. The Board has reviewed the scope and purpose of the funding application and finds that the Project will serve the needs of the people of Oklahoma and satisfy the goals of the NDSP program, and on that basis, supports the staff’s submittal of the grant proposal to FEMA.
2. There is no Cost Match or Cost Share requirement for this program.
3. The Board hereby ratifies the action of its Chief Financial Officer or his designee of the Agency in applying for financial assistance from FEMA’s NDSP Grant Program and authorizes the Chief Financial Officer or his designee to execute any related document, including a cooperative financial assistance agreement with FEMA.
4. The Chief Financial Officer and staff are directed to take all other actions necessary to secure funding for the Project under the NDSP Grant Program, including working with FEMA to meet established deadlines for entering into a cooperative financial assistance agreement.

PASSED AND ADOPTED by the Oklahoma Water Resources Board on the ____ day of _____, 2025:

Thomas Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

AGENDA ITEM 3D(6)

RESOLUTION

PURPOSE:

Releasing the Boards interest in the easement at Sardis Lake to the Secretary of the Army, Army Corps of Engineers

**A RESOLUTION OF THE OKLAHOMA WATER RESOURCES BOARD
AUTHORIZING THE RELEASE OF EASEMENTS AT SARDIS LAKE TO THE
SECRETARY OF THE ARMY, ARMY CORPS OF ENGINEERS**

WHEREAS, the Secretary of the Army granted to the Oklahoma Water Resources Board ("Board") storage rights in Sardis Lake in a 1974 Contract and the easements at Sardis Lake described in Attachment 1; and,

WHEREAS, the Secretary of the Army approved the Amended Storage Contract Transfer Agreement Among City Of Oklahoma City, Oklahoma City Water Utilities Trust ("OKC"), and the State of Oklahoma Water Resources Board on May 21, 2019; and,

WHEREAS, the Amended Storage Contract Transfer Agreement transferred from the Board to OKC "all of its rights interests, and obligations in the 1974 Contract and grants and conveys all right, title, and interest of the 1974 Contract" to OKC; and,

WHEREAS, the easements described in Attachment 1 were not specifically included in the Amended Storage Contract Agreement; and,

WHEREAS, the Secretary of the Army, Army Corps of Engineers is seeking the release of the easements described in Attachment 1 for future leasing and management;

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

1. The Board has reviewed the easements in light of the Amended Storage Contract Transfer Agreement and has determined that these easements are no longer needed for the Board to accomplish its statutory responsibilities in accordance with the Board's authority in 82 O.S. § 1085.2; and,
2. There is no cost associated with the release of the easements;
3. The Board hereby releases any interest it may have in the easements described in Attachment 1 and such interest is hereby returned to the Secretary of the Army, Army Corps of Engineers.

PASSED AND ADOPTED by the Oklahoma Water Resources Board on the 16th day of September, 2025.

Bob Latham, Vice-Chair

ATTEST:

Suzanne Landess, Secretary

[SEAL]

ATTACHMENT 1

Supplemental Agreement No. 1
DACW56-2-96-257
Sardis Lake

SUPPLEMENTAL AGREEMENT
between
THE UNITED STATES OF AMERICA
and
OKLAHOMA WATER RESOURCES BOARD

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between THE UNITED STATES OF AMERICA, hereinafter called the Government, and hereinafter called the Grantee; **OKLAHOMA WATER RESOURCES BOARD, 3800 NORTH CLASSEN BOULEVARD, OKLAHOMA CITY, OKLAHOMA 73118,**

WITNESSETH, THAT:

WHEREAS, the Secretary of the Army, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2669, granted an easement, identified as DACW56-2-96-257, and hereinafter called the original easement, to the Grantee for a right-of-way for the construction, operation and maintenance of a waterline, power line, water standpipe and distribution, water transmission lines and related facilities, at the Sardis Lake, Oklahoma, project at the location described therein; and

WHEREAS, the Grantee has requested a term of **fifty (50) years;** and

WHEREAS, the additional term will not injure the interests of the United States in the property thereby.

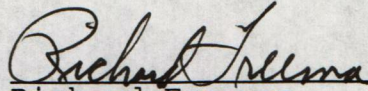
NOW, THEREFORE, in consideration of the mutual benefits inuring to both parties, it is mutually agreed by the parties hereto that the original easement is hereby amended in the following respects and none other:

In Condition 1, delete the words, "forty-five (45) years, beginning on May 1, 1996, and ending on April 30, 2041," and substitute with "**fifty (50) years, beginning May 1, 1996, and ending April 30, 2046.**"

IT IS UNDERSTOOD AND AGREED that the effective date of this Supplemental Agreement No. 1, is **October 4, 2000**, and that the original easement shall in all other respects remain in full force and effect.

ATTACHMENT 1

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 13 day of Dec, 2000.




Richard Freeman
Chief, Real Estate Division
Tulsa District, Corps of Engineers

THIS SUPPLEMENTAL AGREEMENT NO. 1 is also executed by the grantee this 14 day of November, 2000.

OKLAHOMA WATER RESOURCES BOARD

BY:


Lonnie Farmer, Chairman

Type or Print Name and Title

Add Acknowledgments

ATTACHMENT 1

CERTIFICATE OF AUTHORITY

I Grady Grandstaff certify that I am
(Name)

the Secretary of Oklahoma
(Clerk)
Water Resources Board (OWRB), that

Lonnie Farmer who signed the foregoing instrument
on behalf of the grantee was then Chairman of
OWRB. I further certify that the said
officer was acting within the scope of powers delegated to this
officer by the governing body of the grantee in executing said
instrument.

Date November 14, 2000 Grady Grandstaff
Clerk or Appropriate Official

ATTACHMENT 1

STATE OF Oklahoma)
) SS ACKNOWLEDGMENT
COUNTY OF Tulsa)

Before me, the undersigned, a Notary Public in and for said County and State, on the 13th day of December, 2000, personally appeared RICHARD FREEMAN, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Chief, Real Estate Division, Tulsa District, Corps of Engineers, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the Tulsa District, Corps of Engineers, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Lula Mae Patton
Notary Public

My Commission Expires:

Nov 2, 2004

ATTACHMENT 1

EASEMENT NO. DACW56-2-96-257

DEPARTMENT OF THE ARMY

EASEMENT FOR PIPELINE RIGHT-OF-WAY

LOCATED ON

SARDIS LAKE

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2669, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to: **OKLAHOMA WATER RESOURCES BOARD, 3800 NORTH CLASSEN BOULEVARD, OKLAHOMA CITY, OKLAHOMA 73118**, hereinafter referred to as the grantee, an easement for a right-of-way for the construction, operation and maintenance of a waterline, power line, water standpipe and distribution line, water transmission lines and related facilities hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibits A, B, B-1, B-2, and B-3 hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is hereby granted for a term of **forty-five (45) years**, beginning on **May 1, 1996**, and ending on **April 30, 2041**.

2. CONSIDERATION

The consideration for this easement shall be the construction, operation and maintenance of the water pipeline for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to **OKLAHOMA WATER RESOURCES BOARD, 3800 NORTH CLASSEN BOULEVARD, OKLAHOMA CITY, OKLAHOMA 73118**; and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Management, Post Office Box 61, Tulsa, OK 74121-0061; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited

postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary," "District Engineer," "Installation Commander," or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Tulsa District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of

the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

12. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

13. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

14. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

15. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

16. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

17. ENVIRONMENTAL PROTECTION

A. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner

that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

B. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

C. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

18. PRELIMINARY ASSESSMENT SCREENING

A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit C. Upon expiration, revocation or termination of this easement, another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition on RESTORATION.

19. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

20. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil rights Act of 1964 as amended (42 U.S.C. 2000d); the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense Directive 5500.11 and 1020.1, and Army

Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

21. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

22. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 USC 403), Section 404 of the Clean Waters Act (33 USC 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

23. PROTECTION OF TREES

That the grantee shall not remove, cut or trim trees or shrubs more than 10 feet tall or having a diameter of 2 inches or more at 4 feet above ground level without approval of the said officer. Further, the grantee will take precautions to prevent unnecessary damage to, or defacement of, trees or shrubs. In the event that any trees or shrubs are removed without approval, or the said officer determines that trees or shrubs have been damaged or defaced as a result of negligence on the part of the grantee, the grantee may be required to replace all such trees or shrubs so removed, damaged, or defaced, or at the discretion of the said officer, the grantee may be required to reimburse the United States the cost of such replacement.

24. BURIED LINES

That said line shall be buried to a minimum depth of 24 inches, where soil conditions permit, and any related electric line will be buried with said waterline, or if, rock outcropping

curtail burying the electric line, it then shall be placed in conduit.

25. ELECTRICAL CODES

a. All electrical equipment will be installed, operated and maintained in compliance with all Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located, including, but not limited to, the provisions of the latest edition of the National Electrical Safety Code (NESC) and the Environmental Protection Agency regulations on Polychlorinated Biphenyls (PCB's).

b. Electrical service to submerged motors or those located above water shall be by means of a sealed, water-proof, multiple, conductor cable with controls and switches located on land. The location of such motors and the electrical feeders shall be clearly marked to be visible to boaters and swimmers. Additionally, signs warning "**DANGER-HIGH VOLTAGE - Unauthorized Access Prohibited**" shall be erected to be visible from the land and water approaches to the equipment.

26. ASSIGNMENT

Notwithstanding Condition 11 regarding approval of assignments, references regarding restriction of assignments shall not apply to any transfer or assignment to the Farmers Home Administration or its successor agency, or nominee, given in connection with the pledging of this lease as security for any loans or arising out of the foreclosure or liquidation of said loans.

27. WATER STORAGE CONTRACT

This easement is granted in conjunction with the provisions of a contract for water storage space, Contract No. DACW56-74-C-0134, including any supplements thereto, issued in accordance with Section 6 of the Flood Control Act of 1944 (33 U.S.C. 708) or the Water Supply Act of 1958, as amended (43 U.S.C. 390b-f). If the terms of the aforesaid contract are not met, this easement is revoked and the provisions contained in condition 15 of this easement apply. Provided, however, that the terms of this condition shall not become effective until 1 June 1997.

28. NON-USE OF FACILITIES PENDING SATISFACTION OF STATUTORY AND CONTRACT OBLIGATIONS

By acceptance of this easement the grantee agrees that, notwithstanding any provision of the aforesaid water storage contract, if, at the time the facilities to be constructed and operated hereunder are completed, the grantee has not met its statutory and contract obligations under the said contract, it

ATTACHMENT 1

will not place any part of the said facilities in use until such obligations are met. Failure of the grantee to comply with this condition shall be a basis for revocation of this easement as provided by condition 15 hereof.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, _____.

RICHARD FREEMAN
Chief, Real Estate Division
Tulsa District, Corps of Engineers

THIS EASEMENT is also accepted by the grantee this _____ day of _____, _____.

OKLAHOMA WATER RESOURCES BOARD

BY: _____

Title

Add Acknowledgments

ATTACHMENT 1

LEGAL DESCRIPTION

PARCEL 1

A parcel of land 20 feet wide and 2,400 feet long described as 10 feet on each side of the following described line:

Located in the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 5 and in the W $\frac{1}{2}$ of Section 4, Township 2 North, Range 19 East, Pushmataha County, Oklahoma, described as follows:

Starting at the Southwest corner of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 5; thence N 88° 55' 23" E a distance of 902.74 feet; thence N 01° 04' 37" W a distance of 557.56 feet to the point of beginning (being an 'X' cut in the concrete at the East end of the existing intake structure); thence S 72° 07' 40" E a distance of 186.11 feet; thence S 76° 07' 02" E a distance of 276.54 feet; thence S 70° 33' 10" E a distance of 161.13 feet; thence S 64° 20' 58" E a distance of 190.41 feet; thence S 81° 52' 28" E a distance of 288.42 feet; thence S 80° 35' 33" E a distance of 1294.10 feet to the Westerly right-of-way line of State Highway 2; thence continuing on the same line a distance of 112.03 feet to the Easterly right-of-way line of State Highway 2 and the Westerly line of Lot 11, Block 1 of Sardis Acres. All bearings are based on the Oklahoma Plane Coordinates (Lambert South Zone).

Containing 1.10 acres, more or less.

PARCEL 2

A parcel of land being a part of the SW $\frac{1}{4}$ of Section 18, Township 2 North, Range 18 East, Pushmataha County, Oklahoma, described as follows:

Starting at the Southwest corner of said Section 18; thence N 88° 37' 10" E a distance of 1,187.97 feet; thence N 01° 34' 28" W a distance of 381.75 feet to the point of beginning; thence N 88° 37' 10" E a distance of 50 feet; thence N 01° 22' 50" W a distance of 50 feet; thence S 88° 37' 10" W a distance of 50 feet; thence S 01° 22' 50" E a distance of 50 feet to the point of beginning.

A strip of land being 10 feet on each side of the following described centerline:

Starting at the Southwest corner of said Section 18 thence N 01° 22' 50" W a distance of 1804.53 feet; thence N 88° 37' 10" E a distance of 741.89 feet to the point of beginning; thence S 23° 14' 25" E a distance of 433.58 feet; thence S 46° 07' 15" E a distance of 178.12 feet; thence S 11° 04' 05" W a distance of 117.96 feet; thence S 25° 08' 55" E a distance of 212.89 feet; thence S 11° 24' 25" E a distance of 337.04 feet; thence S 69° 45' 25" E a distance of 40.96 feet; thence S 10° 30' 09" W a

ATTACHMENT 1

distance of 187.91 feet to a point 10 feet East of the Northwest corner of the above-described tract.

PARCEL 3

A Twenty-foot wide easement lying 10 feet each side of a centerline in Section 4, Township 2 North, Range 18 East, Pushmataha County, Oklahoma, said centerline being more particularly described as follows:

Commencing at the Northeast corner of the NE $\frac{1}{4}$ of said Section 4; thence South 76° 31' 38" West a distance of 90.54 feet to the Point of Beginning; thence South 03° 40' 30" East a distance of 1264.47 feet to a point on the Northerly Right-of-Way line of a County Road, being the Point of Terminus. Said Point of Terminus being South 01° 54' 22" East a distance of 1268.29 feet and South 72° 38' 38" West a distance of 51.53 feet from the Northeast corner of said NE $\frac{1}{4}$ of Section 4.

PARCEL 4

A twenty-foot wide easement lying 10 feet each side of a centerline in Section 24, T2N, R18E and in Section 19, T2N, R19E, Pushmataha County, Oklahoma, said centerline being more particularly described as follows:

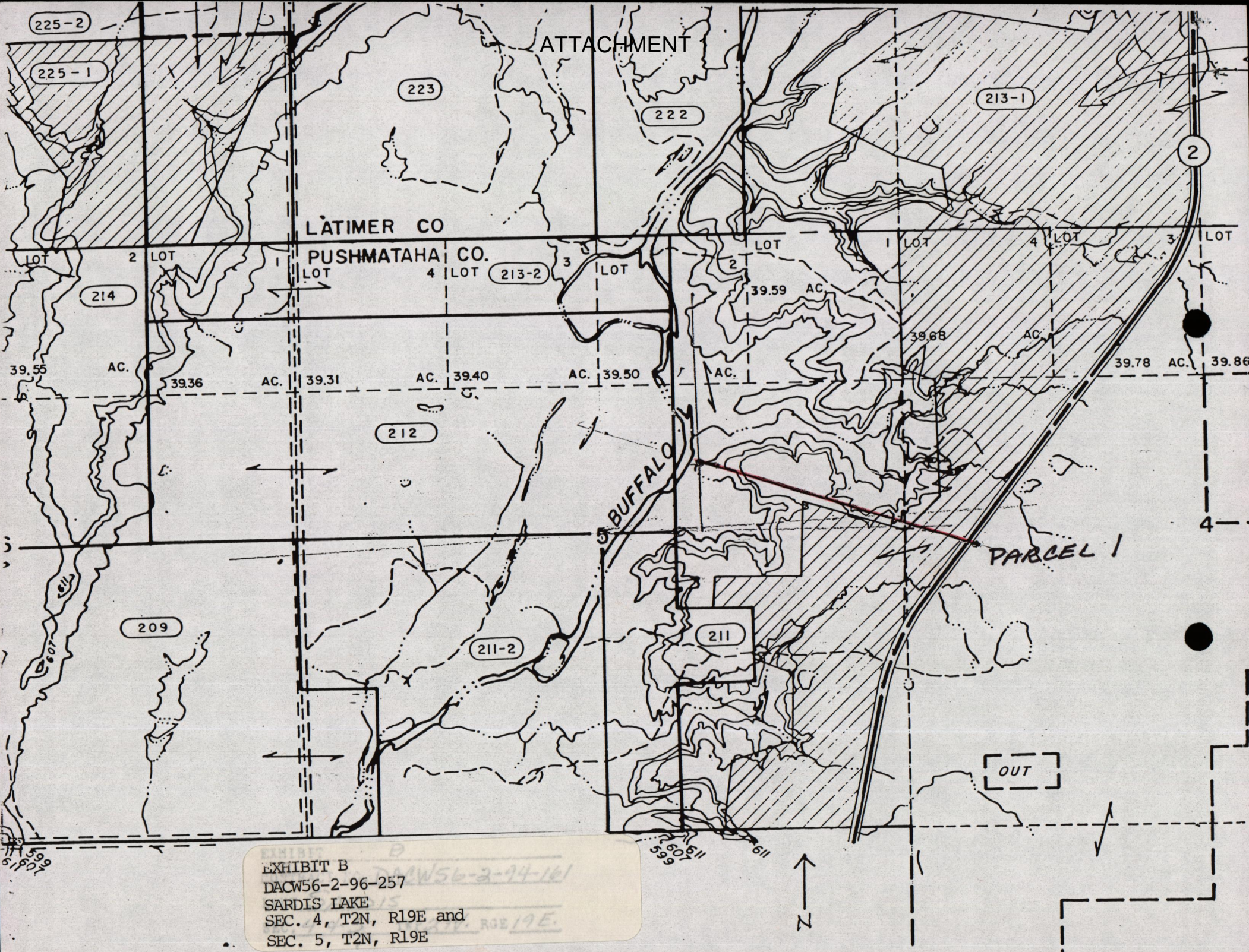
Commencing at the Southeast corner of the SW $\frac{1}{4}$ of said Section 19; thence South 88° 30' 44" West, along the South line of said SW $\frac{1}{4}$, a distance of 946.62 feet; thence North 02° 35' 33" West a distance of 540.94 feet to the Point of Beginning; thence Northwesterly along a non-tangent curve to the left having a radius of 763.00 feet (said curve having a chord bearing North 30° 15' 46" West a distance of 301.41 feet) an arc distance of 303.40 feet; thence North 68° 10' 39" West a distance of 130.34 feet; thence North 79° 57' 39" West a distance of 88.02 feet; thence South 85° 31' 51" West a distance of 230.39 feet; thence South 80° 06' 21" West a distance of 130.86 feet; thence South 79° 27' 51" West a distance of 113.11 feet; thence North 80° 53' 09" West a distance of 270.15 feet; thence North 89° 05' 39" West a distance of 345.29 feet; thence North 24° 01' 54" West a distance of 353.03 feet; thence North 28° 15' 05" West a distance of 127.99 feet; thence North 20° 03' 45" East a distance of 93.46 feet; thence North 35° 47' 34" East a distance of 104.20 feet to a point on the Southwesterly Right-of-Way line of a County Road, being the Point of Terminus.

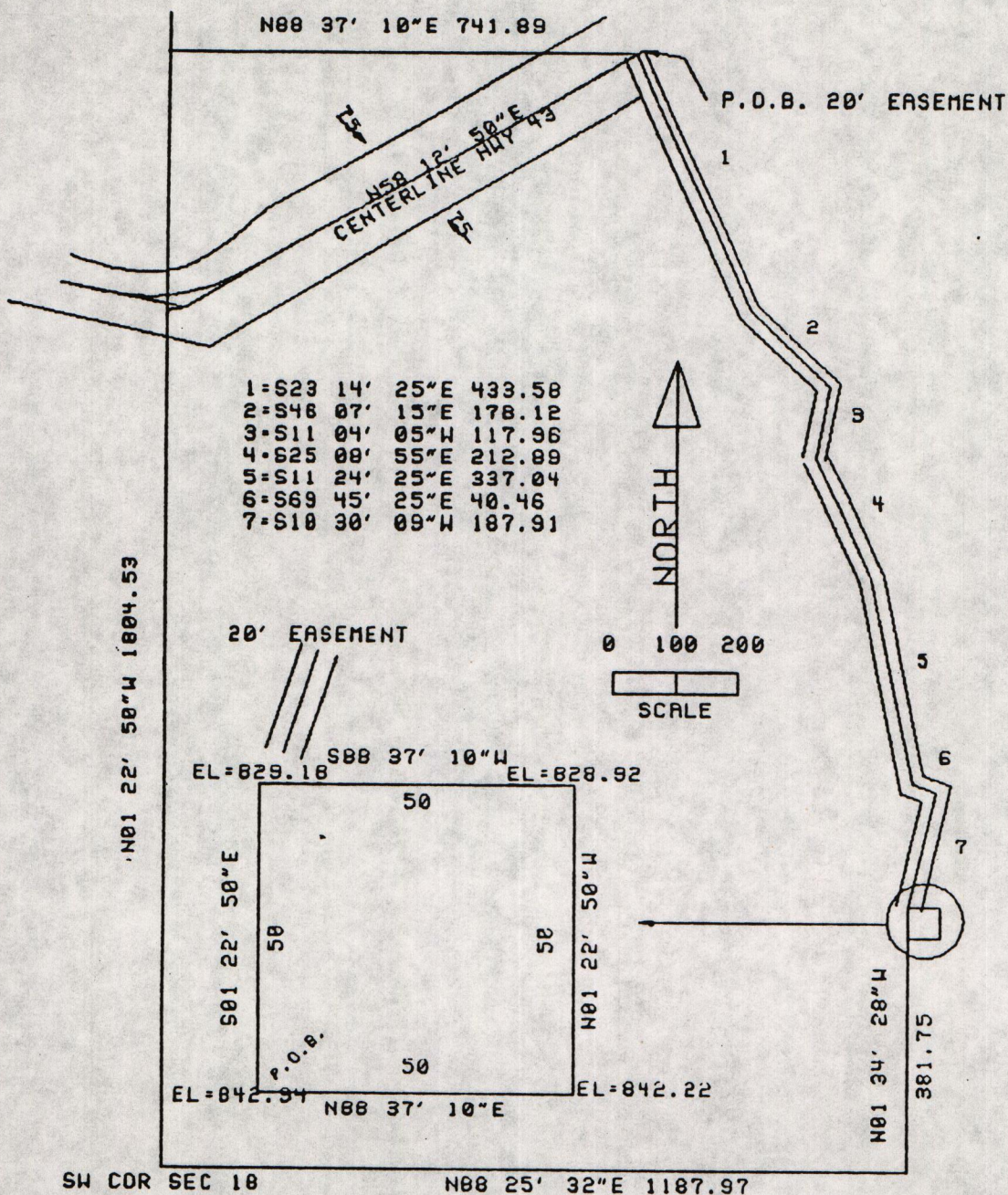
DESCRIPTION CHECKED AND

VERIFIED Dm May 8 '96

EXHIBIT A

ATTACHMENT





I, David L. Page, hereby certify that this plat accurately represents my survey of a part of the SW/4 of Section 18 Township 2 North, Range 18 East, Pushmataha County, Oklahoma described as follows: Starting at the Southwest corner of said Section 18; thence N 88 37' 10" E a distance of 1187.97 feet; thence N 01 34' 28" W a distance of 381.75 feet to the point of beginning; thence N 88 37' 10" E a distance of 50 feet; thence N 01 22' 50" W a distance of 50 feet; thence S 88 37' 10" W a distance of 50 feet; thence S 01 22' 50" E a distance of 50 feet to the point of beginning.

AND

A strip of land for the purpose of an easement described as follows: Being 10 feet on each side of the following described centrline; starting at the Southwest corner of said Section 18 thence N 01 22' 50" W a distance of 1904.53 feet; thence N 88 37' 10" E a distance of 741.89 feet to the point of beginning; thence S 23 14' 25" E a distance of 433.58 feet; thence S 46 07' 15" E a distance of 178.12 feet; thence S 11 04' 05" W a distance of 117.96 feet; thence S 25 00' 55" E a distance of 212.89 feet; thence S 11 24' 25" E a distance of 337.04 feet; thence S 69 45' 25" E a distance of 40.96 feet; thence S 10 30' 09" W a distance of 187.91 feet to a point 10 feet East of the Northwest corner of the above described tract

PARCEL 2

EXHIBIT B-1
DACW56-2-96-257
SARDIS LAKE
SEC. 18, T2N, R18E

2-16-93
DATE

David L. Page
DAVID L. PAGE P.R.L.S #1324

ATTACHMENT 1
RECORD OF SURVEY
PUSHMATAHA COUNTY, OKLAHOMA

SECTION 4, TOWNSHIP 2 NORTH, RANGE 18 EAST
SURVEY MADE FOR: SPEAR & MCCAULEY CO., INC.
DATE: FEB. 26, 1996
SURVEYOR: JAMES R. ROBERTS

ROBERTS SURVEYING
P.O. BOX 806
STILWELL, OK 74960
918-696-7791

SCALE
1"=200'

THE BEARING OF S 01°54'22" E AS SHOWN ON
THE EAST LINE OF THE NE 1/4 OF SECTION 4
HEREON WAS USED AS THE BASIS OF
BEARINGS FOR THIS SURVEY.

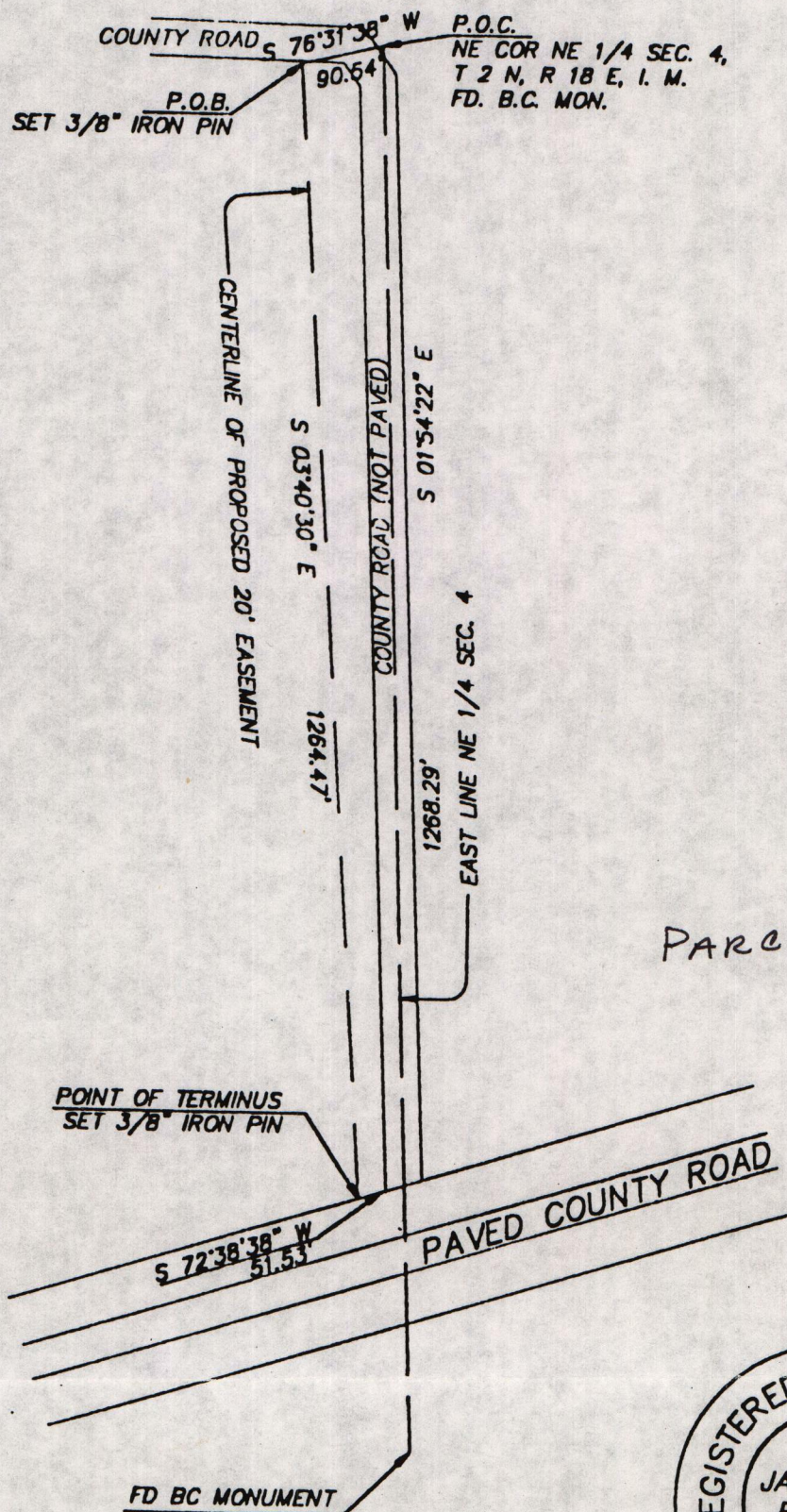
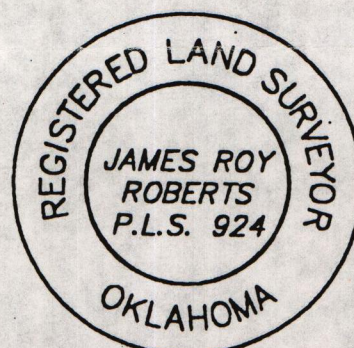


EXHIBIT B-2
DACW56-2-96-257
SARDIS LAKE
SEC. 4, T2N, R18E



RECORD OF SURVEY

PUSHMATAHA COUNTY, OKLAHOMA

SECTION 24, TOWNSHIP 2 NORTH, RANGE 18 EAST
 SECTION 19, TOWNSHIP 2 NORTH, RANGE 19 EAST
 SURVEY MADE FOR: SPEAR & MCCAULEY CO., INC.

DATE: FEB. 26 & 27, 1996

SURVEYOR: JAMES R. ROBERTS

THE BEARING OF N 17°34'36" W AS SHOWN
 ON THE WEST LINE OF C. OF E. PROPERTY
 HEREON WAS USED AS THE BASIS OF
 BEARINGS FOR THIS SURVEY.

ROBERTS SURVEYING

P.O. BOX 806

STILWELL, OK. 74960

918-696-7791

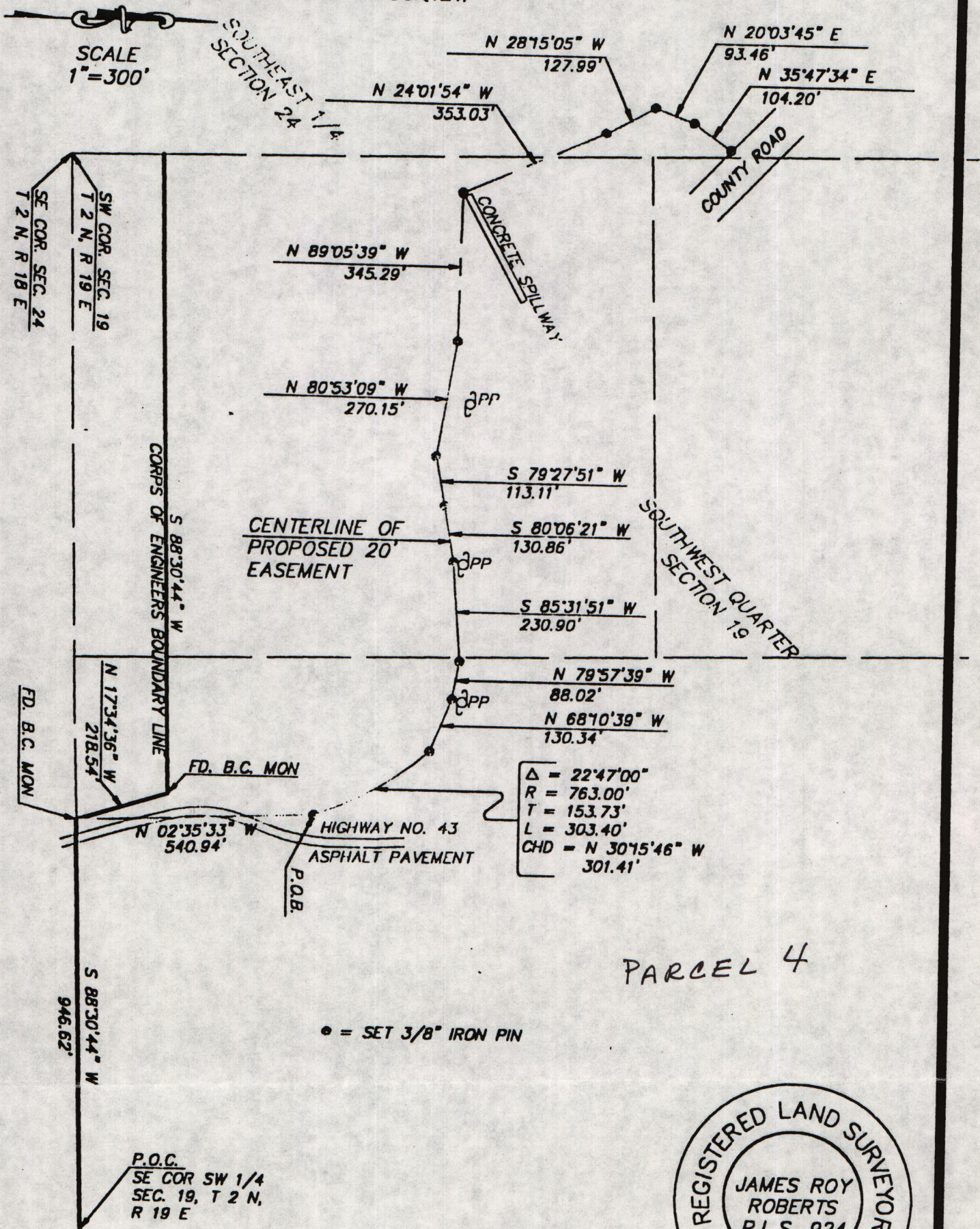


EXHIBIT B-3

DACW56-2-96-257

SARDIS LAKE

SEC. 24, T2N, R19E and

SEC. 19, T2N, R19E

AGENDA ITEM 3D(7)

RESOLUTION

PURPOSE:

Resolution appointing members of the Board's Well Drillers and Pump Installers Advisory Council.

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

WHEREAS, the Oklahoma Legislature enacted House Bill 2033 during the 2000 legislative session to amend provisions of Section 1020.16 of Title 82 of the Oklahoma Statutes; and

WHEREAS, House Bill 2033 provided authority to the Oklahoma Water Resources Board to establish rules relating to the creation and organization of a Water Well Drillers and Pump Installers Advisory Council; and,

WHEREAS, the Board has adopted Oklahoma Administrative Code 785:35-1-6 to create the Advisory Council; and,

WHEREAS, the Board desires to appoint qualified members of the Water Well Drillers and Pump Installers Advisory Council.

IT IS THEREFORE RESOLVED that the following persons are deemed qualified to become Water Well Drillers and Pump Installers Advisory Council members, and the same are hereby appointed pursuant to Orders of Appointment:

<u>Appointee's Name</u>	<u>Activity Represented</u>	<u>Date Term Expires</u>
Pat Smith	Pump installation	September 1, 2027
Julie Cunningham	Ex Officio	No Term
Michael R. Ritter	Pump installation	September 1, 2027
Steve Vannoy	Groundwater wells	September 1, 2027
Robert C. Keyes	Monitoring wells and geotechnical borings	September 1, 2027
Brent Lang	Groundwater wells	September 1, 2027
Terry Williams	Groundwater wells	September 1, 2027
Clark Giles	Heat exchange wells	September 1, 2027

ADOPTED in regular and open meeting of the Oklahoma Water Resources Board on the 16th day of September 2025.

Tom Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

[SEAL]

AGENDA ITEM 3D(8)
CONTINUED AGREEMENT

WITH: Carollo Engineers

PURPOSE: This is the fourth amendment that continues the original contract programmatic work plan for the 2025 Oklahoma Comprehensive Water Plan (OCWP) Update. Specific tasks and OCWP work items to finalize and support the OCWP are included.

TERM: Amendment of existing contract for an extension of time through 6/30/26

AMOUNT: Increase in contract not to exceed \$655,000

CONTRACTS CHECKLIST

Before submitting a contract for inclusion in the Board agenda/packet, please complete the following and submit with the final agreement:

Initials

YS

Draft approved by Division Chief

JB

Jessica Billingsley: Contract amount has been budgeted

AP

JP

Anil Pillai: All purchasing requirements have been satisfied

All other parties have agreed to the terms of the contract

Final copy is free of any track changes or other highlighting, etc.

SPC

Final draft approved by General Counsel

Contact Info for OWRB

Yohanes Sugeng

Oklahoma Water Resources Board

3800 N Classen Blvd STE 100

Oklahoma City OK 73118

Contact info for Contractor

John P. Rehring

Carollo Engineers Inc.

211 N Robinson STE 1300 North Tower

Oklahoma City OK 73102

REMEMBER, any document that contains "terms" and requires a signature is considered a contract.

No contract will be added to the Board agenda/packet unless this checklist is complete. All tasks will need to be completed prior to the deadline for the draft agenda each month to be added to the agenda/packet.

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement ("Agreement") dated July 1, 2020, is made and entered into as of the 16 day of September, 2025 ("Effective Date"), by and between the Oklahoma Water Resources Board ("BOARD") with its principal place of business at 3800 North Classen Boulevard, Oklahoma City, Oklahoma, and Carollo Engineers, Inc. ("CONTRACTOR"), 211 N. Robinson, Suite 1300 North Tower, Oklahoma City, Oklahoma.

1. **Scope of Work.** During the term of this Agreement CONTRACTOR shall furnish Engineering Services in connection with the BOARD'S Oklahoma Comprehensive Water Plan ("Project"), as described in the Scope of Work attached hereto as Attachment A.
2. **Term.** The term of this Agreement shall be from the Effective Date through June 30, 2026, unless otherwise terminated as provided herein or extended by mutual written agreement of the parties. The Agreement may be renewed at the same terms and conditions for up to three (3) additional one year periods, not to extend beyond June 30, 2028.
3. **Independent Contractor.** During the term of this Agreement, CONTRACTOR shall act at all times as an independent contractor and shall have the responsibility for and control over the details and means of performing the work. CONTRACTOR acknowledges it has the duty to provide continuous, adequate supervision of its personnel, consultants and subcontractors, if any. Nowhere in this Agreement shall it be construed or implied that CONTRACTOR or any of its consultants, subcontractors, affiliates, employees, agents, or representatives are employees, representatives, or agents of BOARD. CONTRACTOR shall be subject to the direction of BOARD only with respect to the scope of the work and the general results required. CONTRACTOR shall not make any commitment nor incur any charge or expense in BOARD's name without the prior written approval of BOARD.
4. **Payment.** The total amount to be paid by BOARD to CONTRACTOR under this Agreement shall not exceed Four Million One Hundred Eighty Eight Thousand Dollars (\$4,188,000). Pursuant to 74 O.S. § 85.44B, invoices will be paid in arrears after products have been delivered or services provided. Interest on late payments made by BOARD is governed by 62 O.S. § 41.4a and 62 O.S. § 41.4b. Invoices will be prepared in accordance with CONTRACTOR's standard invoicing practices and will be submitted to BOARD by CONTRACTOR, unless otherwise agreed in writing. Each invoice shall be accompanied by all supporting documentation as required by BOARD, including, but not limited to, an updated progress schedule.

Payment of undisputed invoices is due and payable within forty-five (45) days of BOARD'S receipt of a complete and accurate invoice. Invoices must be received by the 5th of the month following the month for which the work is being billed. In the event payment of undisputed amounts has not been made within this time period, CONTRACTOR may, after giving seven (7) days written notice to BOARD, suspend services under this Agreement until CONTRACTOR has been paid in full all amounts due for services accepted, expenses, and other related charges. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

In the event of any termination, CONTRACTOR will be entitled to invoice BOARD and will be paid in full for all services accepted and all reasonable reimbursable expenses incurred through the effective date of termination.

5. Confidentiality.

5.1 CONTRACTOR acknowledges that BOARD is a public entity subject to the provisions of the Oklahoma Open Records Act. CONTRACTOR acknowledges that it has been or may be exposed to confidential or proprietary information, oral or written (“Confidential Information”), including, but not limited to, customer information, financial and business information (including, without limitation, revenues, expenses, taxes and contracts), partner relationships, patents, trade secrets, technical processes, formulae related to products and services, pricing and any device, technique or compilation of information used in BOARD business. CONTRACTOR agrees that it shall not use, commercialize or disclose such Confidential Information to any person or entity, except to its own employees having a “need to know.” CONTRACTOR may only disclose Confidential Information to third parties upon prior written approval by BOARD, and shall comply with BOARD approval in making such disclosure. CONTRACTOR shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information, but in no event less than reasonable care. Nothing is intended to or shall grant CONTRACTOR an ownership right, a license or other right of any nature to use Confidential Information except as expressly provided herein.

5.2 The disclosure provisions of Section 5.1 shall not apply to information that a) CONTRACTOR had in its possession prior to disclosure by BOARD; b) becomes public knowledge through no fault of CONTRACTOR; c) CONTRACTOR lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or d) is required to be disclosed by law or court order.

5.3 CONTRACTOR acknowledges, understands, and agrees that the results generated by CONTRACTOR hereunder shall constitute the sole, separate, and exclusive property of BOARD, and that neither CONTRACTOR, nor any of CONTRACTOR’s officers, agents, employees or subcontractors shall disclose the results obtained in the fulfillment of this Agreement without the prior consent of BOARD.

6. Subcontractors. CONTRACTOR may retain subcontractors to carry out the Services outlined in this Agreement. BOARD reserves the right to approve all subcontractors prior to their use by CONTRACTOR. There shall be no relationship, fiduciary or otherwise, between BOARD and the subcontractors hired by CONTRACTOR. CONTRACTOR shall ensure that all subcontractors retained by CONTRACTOR acknowledge this Agreement, including the confidentiality provisions, in writing.

7. Warranties.

7.1 CONTRACTOR agrees to perform Services with the same degree of care, skill and diligence as is ordinarily possessed and exercised in the same profession under similar circumstances and shall ensure that its subcontractors, if any, have the level of skill in the area commensurate with the requirements of the scope of services to be performed.

7.2 If it is shown within twelve (12) months of completion of the Services that CONTRACTOR or its subcontractors committed an error in the performance of the Services or that normal standards of care and diligence have not been met, and BOARD promptly notifies CONTRACTOR of such an error or deficiency, CONTRACTOR shall perform corrective Services at no cost to BOARD as may be necessary to remedy the error or deficiency. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, BOARD may have the corrective Services performed by a third party, and all costs, losses, and damages arising out of or relating to such correction will be paid by CONTRACTOR.

8. Indemnification/Liability.

8.1 CONTRACTOR hereby releases BOARD and shall fully protect, defend, indemnify and hold harmless BOARD, its officers, members, employees, agents and representatives from and against any and all claims, costs (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature to the extent caused by the willful misconduct or negligent, reckless or tortious acts or omissions of CONTRACTOR in the performance of its obligations under this Agreement. Notwithstanding the foregoing, and as allowed under the laws of the State of Oklahoma, for any claim alleging CONTRACTOR's negligent performance of professional services, CONTRACTOR's obligations regarding BOARD's defense under this paragraph include only the reimbursement of BOARD's reasonable defense costs incurred to the extent of CONTRACTOR's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution.

8.2 Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to BOARD under Oklahoma law. Notwithstanding the foregoing, and as allowed under the laws of the State of Oklahoma, CONTRACTOR shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the BOARD or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, CONTRACTOR shall not be responsible for acts and decisions of third parties, including governmental agencies, other than CONTRACTOR's subconsultants, that impact project completion and/or success.

9. Insurance.

9.1 For the duration of this Agreement, CONTRACTOR shall, at his own expense, procure and maintain insurance and shall require all subcontractors of all tiers to provide and maintain insurance of the type and with limits as set forth below, on all of its operations, and with

companies authorized to do business in the State of Oklahoma, or with companies acceptable to BOARD, as follows:

- (a) **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than \$500,000 each accident for bodily injury by accident, with a \$500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease.
- (b) **General Liability Insurance.** Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (1) premises and operations liability;
 - (2) products and completed operations liability;
 - (3) contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement;
 - (4) broad form property damage (including completed operations);
 - (5) X.C.U. Coverage – If the Agreement requires any work procedures involving blasting, excavating, tunneling, or other underground work, the liability coverage shall include coverage commonly referred to as X.C.U. for explosion, collapse and underground hazards;
 - (6) personal injury liability; and

The limits of liability shall not be less than:

\$1,000,000 each occurrence (combined single limit for bodily injury and property damage);
\$1,000,000 for Personal Injury Liability;
\$2,000,000 Aggregate for Products-Completed Operation; and
\$2,000,000 General Aggregate.

BOARD, its officers, members and employees shall be named Additional Insureds.

- (c) **Automobile Liability Insurance** (Bodily Injury and Property Damage Liability) including coverage for all owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 Combined Single Limit for each accident. CONTRACTOR's Automobile Liability insurance policy shall include coverage for Automobile Contractual Liability.
- (d) **Professional Liability.** Professional Liability insurance including errors and omissions coverage in an amount of not less than \$1,000,000 per

occurrence (or claims made) and aggregate for licensed professional consultants.

CONTRACTOR shall verify its subcontractors' compliance with the requirements of sections (a) through (d), and cause their certificates of insurance to be provided to CONTRACTOR, and upon request, to be made available to BOARD.

9.2 Any deductible or self-insured retention greater than \$25,000 per claim must be declared to and approved by BOARD. Any and all deductibles or self-insurance retentions in the foregoing insurance policies shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR and its subcontractors.

9.3 Certificates of insurance shall be furnished by CONTRACTOR to BOARD before any Services are commenced hereunder by CONTRACTOR. The certificates of insurance shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days' prior written notice to BOARD. On all policies except for Professional Liability and Workers' Compensation, the certificates shall also contain a specific endorsement adding the required entities as additional insureds, as well as specifically stating that all coverage furnished by CONTRACTOR is primary, and that any insurance held by BOARD is excess and non-contributory. If CONTRACTOR does not comply with this section, BOARD may, in addition to any other remedies it may have, terminate this Agreement, subject to any provision of this Agreement. Alternatively, BOARD may, at its option, provide insurance coverage to protect BOARD and charge CONTRACTOR for the cost of that insurance. The required insurance shall be subject to the approval of BOARD, but any acceptance of insurance certificates by BOARD shall not limit or relieve CONTRACTOR of the duties and responsibilities assumed by it under this Agreement.

9.4 The insurance coverage required within this entire insurance section shall not minimize, limit, nor eliminate CONTRACTOR's responsibility for any uninsured or uncovered claims, losses, or expenses occurring during or after completion of the Services. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR, and any approval of said insurance by BOARD, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liability and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to the provisions concerning indemnification. BOARD reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the insurance requirements outlined above.

10. Representatives and Notice.

10.1 BOARD may appoint a representative to act as liaison with CONTRACTOR. BOARD'S representative may be changed upon prior written notice to CONTRACTOR. All notices necessary or required under this Agreement shall be in writing and shall be personally

delivered, sent by overnight delivery service, or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to THE BOARD: Oklahoma Water Resources Board
Attn: Yohanes Sugeng
3800 North Classen Boulevard
Oklahoma City, Oklahoma 73118
Phone: (405) 530-8800

If to CONTRACTOR: Carollo Engineers, Inc.
Attn: John P. Rehling
211 N. Robinson, Suite 1300 North Tower
Oklahoma City, Oklahoma 73102
Phone: (303) 635-1220 / (405) 840-7785

10.2 Notice given by personal delivery, overnight delivery, or mail shall be effective upon actual receipt. The parties may change any address to which notice is to be given by giving notice as provided above of such change of address.

11. Changes in Work. Subject to Section 14.3, CONTRACTOR shall be entitled to reasonable compensation for additional work requested by BOARD in writing or for changes in the manner or method of work performance not solely caused by CONTRACTOR and as approved by BOARD in writing. An “Amendment for Professional Services” is the instrument that shall be signed by authorized representatives of the CONTRACTOR and BOARD on or after the Effective Date of the Agreement to authorize any waiver, amendment, modification, addition, deletion, or revision in the Agreement. BOARD shall not be liable for payment of any additional work performed by CONTRACTOR not previously authorized by BOARD in writing.

12. Force Majeure. Neither party shall be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence including strikes, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

13. Dispute Resolution.

13.1 If a dispute arises between the parties relating to this Agreement, the following procedure shall be followed:

A. The parties shall hold a meeting promptly, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the parties thereunder or be deemed a

waiver by a party hereto of any remedies to which such party would otherwise be entitled thereunder unless otherwise agreed to by the parties in writing.

B. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.

C. The parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall, as the sole mediator, conduct mediation for the parties.

13.2 The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) calendar days. The substantive and procedural law of the State of Oklahoma shall apply to the proceedings. If the parties are not successful in resolving the dispute through mediation, then the parties shall be free to litigate the matter.

14. Appropriation of Funds.

14.1 Performance of BOARD'S obligations under this Agreement is expressly subject to appropriation of funds by the Oklahoma Legislature. In the event funds are not appropriated in whole or in part sufficient for performance of BOARD'S obligations under this Agreement then this Agreement shall thereafter become null and void by operation of law, and BOARD shall thereafter have no liability for compensation or damages to CONTRACTOR in excess of BOARD'S authorized appropriation for this Agreement or the applicable spending limit, whichever is less. BOARD shall notify CONTRACTOR as soon as reasonably practicable in the event of non-appropriation or in the event a spending limitation becomes applicable.

14.2 CONTRACTOR and BOARD agree and acknowledge as a part of this Agreement that no amendment that requires additional compensable work to be performed under this Agreement shall be issued by BOARD unless funds are available to pay such additional costs, and CONTRACTOR has been given written assurance by BOARD that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in this Agreement.

15. Termination.

15.1 The following conduct shall be deemed to be a default of CONTRACTOR under this Agreement and shall constitute cause for termination of this Agreement by BOARD:

- a) The Services under this Agreement are abandoned by CONTRACTOR; or
- b) The Agreement is assigned by CONTRACTOR without the written consent of BOARD; or
- c) CONTRACTOR is adjudged bankrupt; or
- d) A general assignment of CONTRACTOR's assets is made for the benefit of its creditors; or
- e) A receiver is appointed for CONTRACTOR or any of its property; or

- f) At any time BOARD certifies in writing that the performance of the Services under this Agreement is being unnecessarily delayed, that CONTRACTOR is violating any of the material conditions of this Agreement or that CONTRACTOR is executing the same in bad faith or otherwise not in accordance with the terms of said Agreement; or
- g) The Services are not substantially completed within the time named for its completion.

15.2 Upon default, BOARD may serve written notice upon CONTRACTOR of BOARD's intention to terminate this Agreement. If CONTRACTOR agrees to corrective action, then CONTRACTOR will have an additional five (5) calendar days to develop a corrective action plan acceptable to BOARD for completion of the work. If CONTRACTOR fails to complete the previous two activities within the prescribed timeframes, or if CONTRACTOR fails to complete the work pursuant to the corrective action plan, then BOARD may terminate this Agreement without further notice to CONTRACTOR. In the event of such termination, BOARD may take over and prosecute the work to completion, by contract or otherwise. CONTRACTOR shall be liable to BOARD for all reasonable costs sustained by BOARD by reason of such prosecution and completion.

15.3 This Agreement may be terminated without cause by BOARD upon thirty (30) days advance written notice to CONTRACTOR. CONTRACTOR shall not be paid for any Services performed after the date of termination, unless otherwise mutually agreed upon by the parties in writing.

15.4 Notwithstanding the foregoing, either party may terminate this agreement prior to the end of any fiscal year of BOARD for any reason, with or without cause, by providing 30 days written notice to the other party. If no such notice is received on or prior to June 1 of any term year, the Agreement shall be deemed to have been renewed for an additional fiscal year, subject to the rights to terminate this Agreement as set forth above.

16. Copyrights/Intellectual Property.

16.1 CONTRACTOR agrees that BOARD will have extensive input in the process of producing all materials associated with this Agreement. Therefore, CONTRACTOR agrees and acknowledges that all materials produced as a result of this Agreement (e.g. video, artwork, brochures, covers, labels, writings, designs, models, etc.) that have been or will be used by or paid for by BOARD, pursuant to this Agreement is a work made for hire as that term is defined by the United States copyright laws, but within full control of BOARD, and that BOARD is the sole owner of any work product which CONTRACTOR has made or will make under this Agreement, including but not limited to all intellectual property rights in said work product under copyright, patent, trademark, trade secret and other applicable law, and that compensation to CONTRACTOR for acceptance and acknowledgment of this Agreement is included in any compensation or price whatsoever paid to CONTRACTOR. It is the intent of the parties that THE BOARD shall have full ownership of the work product produced pursuant to this Agreement upon payment in-full by THE BOARD to CONTRACTOR.

16.2 CONTRACTOR hereby warrants to BOARD that it will take no action to copyright, patent, trademark, or trade secret any and all of the work product described in this Agreement.

16.3 In the event this Agreement is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this Agreement provision shall act as an irrevocable disclaimer by CONTRACTOR in favor of BOARD and as an irrevocable assignment to BOARD by CONTRACTOR of any and all intellectual property rights in CONTRACTOR's work product, including, but not limited to, copyright, patent, trademark and trade secrets, including, but not limited to, all rights in perpetuity. Under this irrevocable assignment, CONTRACTOR hereby assigns to BOARD the sole and exclusive right, title, and interest in and to CONTRACTOR's work product, in any and all countries. It is CONTRACTOR's specific intent to assign all right, title, and interest whatsoever in any media and for any purpose, to BOARD, including all rights of renewal and extension. To that end, CONTRACTOR agrees to execute and deliver all necessary documents requested by BOARD in connection therewith and appoints BOARD as CONTRACTOR's agent and attorney-in-fact to act for and in CONTRACTOR's behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by CONTRACTOR. Further, the parties expressly agree that the provisions of this paragraph shall be binding upon the parties and their legal representatives, successors, and assigns.

Notwithstanding any other provision of this Agreement between CONTRACTOR and BOARD or any provision of the scope of work, work assignments, work authorizations, or any amendment issued hereunder, all of CONTRACTOR's pre-existing or proprietary information, documents, templates, professional seals, materials, computer programs, or software not developed specifically pursuant to this Agreement shall remain the exclusive property of CONTRACTOR. In addition, CONTRACTOR may keep and maintain one record copy of all materials produced as a result of the Services.

17. Non-Discrimination. CONTRACTOR shall comply with all federal and state nondiscrimination laws and have an equal employment opportunity policy. CONTRACTOR shall also comply with BOARD's Equal Employment Opportunity/Affirmative Action policies regarding nondiscrimination and harassment, which includes sexual harassment, in the conduct of its business while on BOARD's property and/or interacting with BOARD's employees.

18. Audit.

(A) 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. CONTRACTOR agrees that any pertinent State of Oklahoma or Federal agency will have the right to examine and audit all records relevant to execution and performance of the Agreement.

(B) The CONTRACTOR shall retain records relative to the Agreement for the duration of the Agreement and for a period of three years following completion and/or termination of the Agreement. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records shall 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.

19. **Severability.** If any provision of this Agreement shall be found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken for as long as it remains illegal or unenforceable.
20. **Assignment.** There shall be no assignment of the rights or obligations contained in this Agreement by either party without the prior written consent by the other party, and any such assignment shall be null and void. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than BOARD and CONTRACTOR.
21. **Compliance with Laws and Regulations.** This Agreement and the rights and obligations of the parties hereunder shall be subject to all applicable laws, orders, court decisions, directives, rules and regulations of any duly constituted governmental body or official having jurisdiction.
22. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Oklahoma without reference to conflicts of laws. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising there under shall be in the District Court in and for Oklahoma County, Oklahoma, and, if necessary for exclusive federal questions, the United States District Court for the Western District of Oklahoma.
23. **Survival.** The provisions of this Agreement with respect to confidentiality, warranties and indemnification shall survive the termination of this Agreement.
24. **Counterparts; Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed original and all of which together shall constitute one and the same instrument. Facsimile copies of signatures shall be permitted for purposes of the binding nature of this Agreement.
25. **Time of the Essence.** The parties agree that time is of the essence and performance of the Services under this Agreement shall be developed, completed and implemented according to the Scope of Work. Any delays in performance within the control of CONTRACTOR, its consultants, subcontractors, employees or agents shall not be cause for extending the date for completion of the Services.
26. **BOARD-Provided Information and Services.** The BOARD shall furnish CONTRACTOR available studies, reports and other data pertinent to CONTRACTOR's services; obtain or authorize CONTRACTOR to obtain or provide additional reports and data as required; furnish to CONTRACTOR services of others required for the performance of CONTRACTOR's services hereunder, and CONTRACTOR shall be entitled to use and rely upon all such information and services provided by BOARD or others in performing CONTRACTOR's services under this Agreement.
27. **Estimates and Projections.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONTRACTOR has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or

structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONTRACTOR makes no warranty that BOARD's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONTRACTOR's opinions, analyses, projections, or estimates.

28. Third Parties. The services to be performed by CONTRACTOR are intended solely for the benefit of the BOARD. No person or entity not a signatory to this Agreement shall be entitled to rely on CONTRACTOR's performance of its services hereunder, and no right to assert a claim against CONTRACTOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONTRACTOR's services hereunder.

29. Entire Agreement. This Agreement with attachments constitutes the entire agreement between the parties and supersedes all previous written or oral communications, understandings, and agreements between the parties unless specifically stated herein. This Agreement may only be amended by a written agreement signed by both parties. Email and all other electronic (including voice) communications from BOARD in connection with this Agreement are for informational purposes only. No such communication is intended by BOARD to constitute either an electronic record or an electronic signature, or to constitute any agreement by BOARD to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed.

In witness whereof, the representatives of each party hereto certifies via execution below that they are duly authorized to commit their organization to this Agreement in its entirety:

OKLAHOMA WATER RESOURCES BOARD CONTRACTOR

By: _____

Name: Tom Gorman

Title: Chairman

Date: _____

ATTEST:

Suzanne Landess
Secretary

By: _____

Name: John P. Rehring

Title: Vice President

Date: _____

By: _____

Name: Becky J. Luna

Title: Senior Vice President

Date: _____

**AMENDMENT NO. 4
SCOPE OF WORK**

**Oklahoma Water Resources Board
On Call Professional Engineering Service**

THIS AMENDMENT NO. 4 is made and entered into this 16th day of September, 2025 by and between the Oklahoma Water Resources Board (Board) and Carollo Engineers, Inc. (Contractor).

This Scope of Work describes the work to be performed by Contractor and any subcontractors for the Board pursuant to the mutual promises, covenants and conditions contained in the Professional Services Agreement between the above named parties dated the 1st day of July, 2020, as modified by Amendment No. 1 to Professional Services Agreement dated the 15th day of March, 2022, Amendment No. 2 to Professional Services Agreement dated the 17th day of October, 2023, and Amendment No. 3 to Professional Services Agreement dated the 25th day of February, 2025 in connection with:

Oklahoma Comprehensive Water Plan (“Project”)

PURPOSE

The purpose of this Scope of Work is to define the services to be provided by Contractor in support of the Project.

CONTRACTOR'S SERVICES

The not to exceed payment amount on page 1 of the Professional Services Agreement, as previously amended, is increased by \$655,000 to a new not to exceed amount of \$4,188,000.

The not to exceed amount on page 2 of Attachment A Scope of Work is replaced with the new not to exceed amount of \$4,188,000.

This Scope of Work describes the OCWP as a whole project. Based on the Programmatic Work Plan (PWP) updated February 2025, the OCWP is co-funded by OWRB and the USACE and extends into State Fiscal Year 2026 (see Figure below from the PWP).

Programmatic Work Plan (February 2025)	Estimated Cost in \$1,000s	SFY 21				SFY 22				SFY 23				SFY 24				SFY 25				SFY 26			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Phase 1: Plan	\$ 335																								
1.A. Vision, Goals, and Objectives																									
1.B. Draft Programmatic Work Plan and Engagement Plan																									
1.C. Final Programmatic Work Plan																									
1.D. Project Coordination and Collaboration																									
1.E. Quality Management																									
Phase 2: Analyze	\$ 1,760																								
2.A. Consumptive Water Demand Forecasts																									
2.B. Water Supply Availability Analyses																									
2.C. Supply Planning Model, Database, and Interface																									
2.D. Water Quality Analyses																									
Phase 3: Develop	\$ 2,430																								
3.A. Resilience Assessment																									
3.B. Regional and Basin-Level Water Management Strategies (WMS) and Supplemental Investigations																									
3.C. Local Projects and Programs (LPPs)																									
3.D. Focus Basin Identification and Solutions																									
3.E. Water Management Policies Analyses																									
Phase 4: Rollout	\$ 1,090																								
4.A. Reports																									
4.B. OCWP Dashboard Rollout																									
4.C. Financial Assistance Needs and Recommendations																									
4.D. Implementation Plans																									
Phase 5: Engagement	\$ 1,085																								
5.A. Engagement - Phase 1 Plan																									
5.B. Engagement - Phase 2 Analyze																									
5.C. Engagement - Phase 3 Develop																									
5.D. Engagement - Phase 4 Rollout																									
Total	\$ 6,700																								

OCWP Schedule and Estimated Cost

The following represents an estimate of the Contractor's work as envisioned at this time. The specific work that the Contractor will perform on the OCWP will be defined by Task Orders issued periodically and in total amount not to exceed the revised not to exceed Contract Amount defined above.

Task Order 1 - \$210k	Delineate Goals and objectives Establish Technical Platform Stakeholder Engagement Develop Programmatic Work Plan	Complete
Task Order 2 - \$290k	PWP Tasks: <ul style="list-style-type: none"> 2A100 – Data collection and analysis, water demands 2B100 – Data collection and analysis, water supply 2B300 – Physical supply availability analysis, traditional sources 2C100 – Confirm functionality and planning scenarios 2C210 – Update and modernize the Oklahoma H₂O Tool 5A – Engagement Plan and Phase I Engagement with Tribal Nations, Regional Planning Groups, and Water Users 	Complete
Task Order 3 - \$1.5M	PWP Tasks: <ul style="list-style-type: none"> 2A120 – Water Demand – Gather and Review ODOC and FSA Data 2A210 – Develop demand model and forecast for water use sectors 2A220 – Cross-reference or integrate regional/local developed forecasts, part 1 	Complete

	<ul style="list-style-type: none"> • 2A230 - Water Demand - revise projections using 2020 census and/or 2020 USGS, part 1 • 2A400 – Climate Change Demand Scenario, part 1 • 2A510 – Allocate demands to basins for baseline scenario • 2A520 – Allocate revised demands to basins for baseline scenario • 2A901 – Demand Forecast Report, part 1 • 2B100 – Data collection and analysis, water supply (continue work begun under Task Order 2), part 2 • 2B200 – Characterize Interstate Compact Requirements, part 1 • 2B300 – Physical supply availability analysis, traditional sources (continue work begun under Task Order 2), part 2 • 2B601 – Permit Supply Availability Analysis (“legal” supply), part 1 • 2B901 – Water Supply Availability Report, part 1 • 2C220 – Update and modernize the Oklahoma H₂O Tool (continue work begun under Task Order 2), part 2 • 2C401 – Interactive User Interface / OCWP Web Portal, part 1 • 2C601 – Run Model Supply/Demand Baseline Scenarios to Forecast Shortages in Each Basin, part 1 • 2C901 – Document H₂O Tool Development, part 1 • 2D100 – Water Quality Parameter Selection and Data Collection • 2D101 – Develop Water Quality Workplan • 2D200 – Summary of Surface Water and Groundwater Data/Thresholds, part 1 • 3B100 – Establish categories of Regional and Basin-level water management strategies (WMS) • 3B610.1 – Potential Nonconsumptive Flow Strategies, part 1 • 3B620.1 – Source Water Protection Strategies, part 1 • 3B675.1 – Irrigators Workgroup, part 1 • 3B6B0.1 – Regional Water Planning, part 1 • 3B6C0.1 – Oklahoma Water Reuse Action Plan, part 1 • 3B6D0.1 – Workforce Development, part 1 • 3C230 – Coordinate survey with other OCWP elements, part 1 • 3E101 - Assess Progress in Addressing 2012 OCWP Policy Needs, part 1 • 5B and 5C, part 1 – Engagement Phase 2: Analyze and Phase 3: Develop Engagement with Water Unity Nations, Regional Planning Groups, Agencies, and Water Users • 3P – Project coordination associated with above tasks • 3R – Adapting and Prioritizing PWP Tasks 	
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Task Order 4 - \$400k	PWP Tasks: <ul style="list-style-type: none"> • 2A902 - Demand Forecast Report, part 2 • 2B602 - Revise baseline legal supply availability analysis based on feedback from OWRB and regional meetings • 2C301 - Populate PowerBI with Baseline Demand and Supply Scenario Data, part 1 • 2C602 - Run H2O Tool using updated demand/supply numbers developed under 2A231 and 2B301 • 2D202 - Water Quality - Summary of Surface Water and Groundwater Quality Data/Trends • 3B612 - Nonconsumptive Flow Strategies, part 2 • 3B622 - Source Water Protection, part 2 • 3B6C2 - OWRAP, part 2 • 3B6D2 - Workforce Development, part 2 • 3C215 - New LPP Only Survey, part 1 • 5B-5C - Engagement, part 2 • PAS-SUP - Support OWRB on PAS Funded Tasks, part 1 • 4P - Project coordination associated with above tasks • 4R - Adapting and Prioritizing PWP Tasks 	Complete
Task Order 5 - \$500k	PWP Tasks: <ul style="list-style-type: none"> • 2A903 - Demand Forecast Report, Part 3 • 2B500 Weather Extremes Supply • 2B603 - Revise baseline legal supply availability analysis based on feedback from OWRB and regional meetings, part 2 • 2C302 - Populate PowerBI with Baseline Demand and Supply Scenario Data, Part 2 • 2C603 - Run H2O Tool using updated baseline demand/supply numbers, part 3 • 3B301 Assess Effectiveness for Applicable WMS Categories for Basins • 3B623 - Source Water Protection, Part 3 • 3B6D3 - Workforce Development, Part 3 • 3C216 - New LPP Only Survey, Part 2 • 3E201 - Synthesize Potential Policy Priorities, part 1 • 4B100 - Dashboard - Identify, Refine, and Add Functionality • 5B-5C - Engagement, Part 3 • 5P - Project coordination associated with above tasks • PAS-Sup - Support OWRB on PAS Funded Tasks, Part 2 	Complete
Task Order 6 - \$633k	PWP Tasks: <ul style="list-style-type: none"> • 2B300 - Baseline Physical Water Supply Report • 2B501 Weather Extremes Supply, part 2 	Anticipated completion September 2025

	<ul style="list-style-type: none"> • 2B604 - Revise baseline legal supply availability analysis based final values from OWRB, part 3 • 2C902 - Document H2O Tool refinement, database, etc. for Baseline Scenario, part 2 • 2D300 - Continue supporting OWRB through Water Quality dashboard and documentation, part 1 • 3B390 Document Water Management Strategy effectiveness evaluation • 3B624 - Source Water Protection, Part 4 • 3B6D4 - Workforce Development, Part 4 • 3C217 - New LPP Only Survey, Part 3 • 3C350 - Extrapolate infrastructure needs across the state for up to 2 planning years, part 1 • 3E202 - Synthesize Potential Policy Priorities, part 2 • 4A100 - 2025 OCWP Rollout - documents, implementation plans, etc., part 1 • 4B102 - Dashboard - Identify, Refine, and Add Functionality, part 2 • 5B-5C-5D - Engagement, Part 4 • 6P - Project coordination associated with above tasks • 6R - Adapting and Prioritizing PWP Tasks 	
Task Orders 7 and 8 - \$655k total (anticipated)	<p>Anticipated Tasks (partial or full as defined in Task Order 7):</p> <ul style="list-style-type: none"> • 71000 Finalize technical reports • 72000 OCWP Executive Summary and Technical Summary Report • 73000 Extrapolate infrastructure needs across the state, part 2 • 74000 OCWP Dashboards, part 3 • 75000 Continue supporting OWRB through Water Quality dashboard and documentation, part 2 • 76000 Weather Extremes, part 3 • 77000 OCWP Implementation Support • 78000 OCWP Marketing • 79000 Project Coordination 	September 2025 – June 2026

NOTE: Remainder of OCWP PWP Tasks will be completed contingent on potential future amendments and/or PAS funding if/as it becomes available.

Signature: 

Email: yohanes.sugeng@owrb.ok.gov

Signature: 

Email: anil.pillai@owrb.ok.gov

Signature: 

Email: sara.gibson@owrb.ok.gov

Signature: 

Email: jessica.billingsley@owrb.ok.gov

Signature: 

Email: jay.foote@owrb.ok.gov

AGENDA ITEM 3D(9)
EXTENSION AGREEMENT

WITH: Oklahoma City Water Utilities Trust

PURPOSE: A no-cost time extension to the agreement between the OWRB and Oklahoma City, originally executed on October 17, 2023, for the FEMA Rehabilitation of High Hazard Potential Dams grant program. The \$509,100 grant covers up to 65% of project costs, with the extension moving the period of performance end date to September 2026.

TERM: End of September 2026

CONTRACTS CHECKLIST

Before submitting a contract for inclusion in the Board agenda/packet, please complete the following and submit with the final agreement:

Initials

YS Draft approved by Division Chief
JB Jessica Billingsley: Contract amount has been budgeted
AP Anil Pillai: All purchasing requirements have been satisfied
NAO All other parties have agreed to the terms of the contract
NAO Final copy is free of any track changes or other highlighting, etc.
SG Final draft approved by General Counsel

Contact Info for OWRB

Natalie Orbesen
Dam Safety Program Manager
Natalie.Orbesen@owrb.ok.gov
405 – 530 – 8847

Contact info for Contractor

Constance Littleton
OKC Utilities Department
Constance.littleton@okc.gov
405 - 627 - 0804

REMEMBER, any document that contains "terms" and requires a signature is considered a contract.

No contract will be added to the Board agenda/packet unless this checklist is complete. All tasks will need to be completed prior to the deadline for the draft agenda each month to be added to the agenda/packet.

Signature:
Email:

Jessica Billingsley
Jessica Billingsley (Sep 10, 2025 10:31:27 CDT)
Jessica.Billingsley@owrb.ok.gov

Signature:
Email:

Natalie Orbesen
Natalie Orbesen (Sep 9, 2025 10:50:07 CDT)
Natalie.Orbesen@owrb.ok.gov

Signature:
Email:

yohanes sugeng
yohanes sugeng (Sep 10, 2025 09:25:50 CDT)
Yohanes.Sugeng@owrb.ok.gov

Signature:
Email:

Anil Pillai
Anil Pillai (Sep 10, 2025 10:31:27 CDT)
Anil.Pillai@owrb.ok.gov

Signature:
Email:

Sara Gibson
Sara Gibson (Sep 9, 2025 09:55:03 CDT)
Sara.Gibson@owrb.ok.gov

NO-COST TIME EXTENSION AGREEMENT

THIS NO-COST TIME EXTENSION AGREEMENT, dated for convenience of reference as of the 16th day of September 2025, but to be effective only as provided herein, by and between the Oklahoma Water Resources Board ("OWRB"), an agency and instrumentality of the State of Oklahoma, and the Oklahoma City Water Utilities Trust ("Subrecipient").

WITNESSETH:

WHEREAS, OWRB and Subrecipient entered into a certain Agreement dated October 17, 2023 (the "Rehabilitation of High Hazard Potential Dams Grant Agreement"), which provided, among other things, for Subrecipient to complete the Phase 1: Final Design for Overholser Improvements Project and for the grant to pay for such work as described in said Rehabilitation of High Hazard Potential Dams Grant Agreement; and

WHEREAS, a portion of the work has not yet been fully performed and a portion of the funding therefore remains unexpended; and

WHEREAS, subject to the terms of the underlying funding for the project, Subrecipient and OWRB mutually desire to renew and extend the Original Agreement for an additional period of time.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein, it is agreed:

1. AMENDMENT AND EXTENSION OF AGREEMENT. The Original Agreement by and between OWRB and the Oklahoma City Water Utilities Trust as renewed and extended by the No-Cost Time Extension Agreement is hereby amended and extended at no additional cost for an additional one-year period, to be effective through September 14, 2026. All reimbursement requests for eligible project activities must be received by the Board by June 14, 2026. If the project is unable to be completed by June 14, 2026, the Subrecipient shall submit a request for a project extension. If the extension is determined by the Board to be necessary and appropriate, the OWRB or staff may approval additional time, but no later than September 14, 2026. If an acceptable reimbursement is not received on or before September 14, 2026, then the approval of this grant shall expire and no grant funds will be released to the Subrecipient, unless authorized by the grantor.
2. OTHER TERMS AND CONDITIONS. Except for the term of the Agreement as provided in paragraph 1 herein, all other terms, conditions and provisions set forth in the Original Agreement in its entirety with all attachments shall remain unchanged and are incorporated by reference as though fully set forth in this No-Cost Time Extension Agreement. The parties shall continue to perform their obligations described in the Original Agreement in accordance with the time for performance stated in paragraph 1 herein.

In consideration of Subrecipient's agreement to these terms and conditions, Subrecipient has entered and signed this HHPD Grant Agreement this ____ day of _____, 20__

OKLAHOMA WATER RESOURCES BOARD

Thomas Gorman, Vice-Chair

ATTEST:

Suzanne Landess, Secretary

(BOARD SEAL)

* * * * *

Reviewed by:

Yohanes Sugeng, Chief
Engineering and Planning Division

Oklahoma City Water Utilities Trust

Chris Browning

Chris Browning, General Manager

Date: 9/5/25

ATTEST:

By: Carl O. Curry

Title: Administrative Specialist



OKLAHOMA WATER RESOURCES BOARD

REHABILITATION OF HIGH HAZARD POTENTIAL DAMS GRANT AGREEMENT Between the Oklahoma City Water Utilities Trust, Oklahoma County and Oklahoma Water Resources Board

This Agreement, dated as of the date of the last signature herein but to be effective as provided below, by and between Oklahoma City Water Utilities Trust, Oklahoma County (UEI: L8NDGFG9HNH8) (hereinafter "Subrecipient"), and the Oklahoma Water Resources Board (hereinafter "the Board"), an agency of the State of Oklahoma and State Administrative Agency of the Federal Emergency Management Agency's (hereinafter "FEMA") Rehabilitation of High Hazard Potential Dams (hereinafter "HHPD") Grant Program.

The Board is a Recipient of a Federal grant award from the FEMA, Federal Award Identification Number DHS-2022-GR-00116-S01 Catalog of Federal Domestic Assistance Number 97.041, National Dam Safety Program. The award was received on September 27, 2022. This agreement is a contract from the Board to Subrecipient, of said federal grant funds and is for non-research related activities. No indirect costs are allowed under this award, however, Management & Administration (M&A) costs are available and up to five percent (5%) of expenditures can be used for this purpose if identified as an eligible expense in the approved Scope of Work (Attachment 2). The Period of Performance of this award is from October 17, 2023, to September 14, 2025.

In accepting said grant, Subrecipient duly acknowledges and agrees that in all regards and respects, Subrecipient must and shall comply with the requirements of all applicable federal and state statutory provisions and all Board rules, regulations, and the HHPD Grant Program applicable policies. Without limiting the generality of the foregoing, Subrecipient agrees as follows:

1. **Description of Approved Project** This grant has been approved by the Board for Subrecipient's project which shall consist of the Phase 1: Final Design for Overholser Improvements Project; the scoping narrative for the project is attached hereto as Attachment 2. The Subrecipient shall provide the services to the Board set forth in the Agreement documents and, specifically, as defined in the Scope of Work and Milestones. All deliverables shall conform to accepted standards and practices.
2. **Determination of Amount of Grant** The amount of this grant shall not exceed sixty-five percent (65%) of the eligible activity costs or the amount of \$509,100.00 whichever is less. Cost share will be required as described in Paragraph 10.
3. **Creation and Maintenance of Separate Accounting** As a prerequisite to receiving grant funds from the Board, Subrecipient shall establish and maintain, to the satisfaction of the Board staff, separate accounting for said HHPD funds. Prior to the Board's release of any grant funds, Subrecipient shall file a Vendor/Payee form with the State of Oklahoma identifying the method by which funds will be administered, in accordance with 2 CFR 200.305.
4. **Award Compensation** The Board shall release the grant award to the Subrecipient on a cost-reimbursement basis upon receipt and approval of the Subrecipient's programmatic and/or fiscal reports, as required by this Agreement. Matching funds must be reported and expended in proportion to federal fund expenditures. The Board is under no obligation to reimburse work performed prior to the commencement or after the expiration of the contracted time of performance. The Board reserves the right to withhold a minimum of fifteen percent (15%) of the Subrecipient's total grant allocation until the final grant report and all services, reports and deliverable are received and approved by the Board. Acceptance of work completed under this Agreement shall be decided at the sole discretion of the Board and shall be final.
5. **Requests for Reimbursement** To receive reimbursement funding, Subrecipient shall submit to the Board a FEMA Rehabilitation of High Hazard Potential Dams Grant Reimbursement Form (Attachment 4), an expenditure report, including proof of payment, detailing the project activities to be funded, and the total cost of those activities. Once the Board has deemed the proposed activities listed in the reimbursement request are eligible for HHPD Grant Program funding and are within the approved scope of work, the Board shall reimburse up to sixty-five percent (65%) of the total eligible activity cost as defined above in Section 2. Subrecipient shall then expend funds from the account only as permitted in this Agreement, Board rules, FEMA Guidelines, and all

applicable Federal award regulations. The remaining thirty-five percent (35%) of the eligible activity costs shall be considered matching fund expenditures to be paid by Subrecipient. Matching fund expenditures or in-kind contributions must be directly related to the project or statement of work for eligible activities.

6. **Expenditure of Funds in Grant Account only for Authorized Project Purposes** Subrecipient shall disburse or expend funds from the HHPD Grant Account only toward reimbursement of eligible and authorized purposes for the project approved by the Board. Authorized project costs include technical, planning, design, other pre-construction activities, and approved construction activities. The Board shall deny reimbursement of any costs not directly related to the award project or approved Scope of Work (Attachment 2). Any amount of grant funds expended from the HHPD Grant Account for unauthorized purposes shall be repaid by Subrecipient to the Board, together with payment of interest accrued from the date of the expenditure at the maximum rate allowed by law, no later than thirty (30) days after the date of written demand from Board staff.
7. **Subrecipient Reporting** The Board shall report awards in the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). The FFATA requires Recipients to report Subrecipient awards of \$30,000.00 or more in the FSRS by the end of the month, following the month the subaward or obligation was made.

Subrecipient shall maintain proper books, records, and supporting documentation (such as invoices, billing statements, and canceled checks drawn on the HHPD Grant Account) showing to the satisfaction of the Board staff the amounts and purposes of all expenditures from the HHPD Grant Account and shall make the same available for inspection and examination by the Board. Any disbursement of grant funds without adequate supporting documentation shall be deemed to be an unauthorized expenditure of grant funds which Subrecipient shall repay to the Board with interest as provided above. Subrecipient shall direct to the Board staff any and all questions regarding whether an expenditure is authorized prior to making the expenditure.

The Subrecipient shall provide the Board with quarterly reports and a final report, on Performance and Financial Progress, detailing the progress of work set forth in the Agreement documents. Reporting quarters shall be defined by the attached HHPD Quarterly Milestone Workplan Table (Attachment 4b). Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Subrecipient as being true and accurate to the best of the Subrecipient's knowledge, as indicated by their signature on Attachment 4.

Each report, due on the 15th day following the close of the quarter, shall contain the following:

1. **A Succinct Narrative** - Describe the progress fulfilling the Scope of Work and activities for each deliverable. Provide a financial narrative with itemized details of expenditures, and
2. **An Updated Quarterly Milestones Workplan Table** Provide target and actual completion dates by quarter for each project activity defined in the Scope of Work. The Quarterly Milestone Workplan Table (Attachment 4b) shall be provided by the Board. Reporting quarters are defined as follows:
 - January-March
 - April-June
 - July-September
 - October-December

The final report, due within thirty (30) days after the Agreement termination date, shall summarize all major project accomplishments and challenges, as well as expenditures and matching contributions during the period after the project began through the completion of all required work. Deliverable in the approved Board Construction Permit and photographs taken before, during, and after project implementation should be included in the final report. The final reimbursement request must be submitted with the final report and the Board will not reimburse any requests received thirty (30) days after the Agreement termination date.

8. **Time Limit to File for Reimbursement; Expiration of Approval** Reimbursements for eligible activities are only applicable for approved activities to be completed after the finalization of this agreement. Any costs incurred prior to this agreement date are not allowable. All reimbursement requests for eligible project activities must be received by the Board by June 15, 2025. If the project is unable to be completed by June 15, 2025, the Subrecipient

shall submit a request for a project extension. If the extension is determined by the Board to be necessary and appropriate, the Board or its staff may permit additional time, but no later than September 15, 2025, to file an acceptable reimbursement request. The approval of this grant shall not extend past September 15, 2025 without prior approval from the grantor (FEMA). If an acceptable reimbursement is not received on or before September 15, 2025, then the approval of this grant shall expire and no grant funds will be released to Subrecipient, unless authorized by the grantor.

9. **Return of unexpended grant funds** Subrecipient shall return to the Board any unexpended grant funds, including any unexpended contingencies funds, within thirty (30) days after completion of the construction of the project or within thirty (30) days from Subrecipient's receipt of all invoices, whichever is later.
10. **Subrecipient Cost Share** Subrecipient will provide documentation to the Board showing the appropriate amount of subrecipient cost share is available for the grant, prior to approval. Subrecipient shall provide match of thirty-five percent (35%) of eligible project costs under this award. To receive the full award amount described in Paragraph 2, the minimum Subrecipient matching funds in the amount of \$274,131.00 are required.
11. **Additional Requirements** Subrecipient may be subject to additional requirements as may be directed by the Board in accordance with the HHPD Grant Program and associated procedures for implementing the program. The Board may require additional documentation or information as needed to meet any of the requirements of the HHPD Grant Program.
12. **Retention of Records** All documents, books, records related to the sub-award must be retained and made available to the federal awarding agency, Department of Homeland Security Office of the Inspector General, Recipient, and state auditors for a minimum period of three years from the date of the Board's final financial report. The final date of records retention will be communicated through a closeout letter from the Board to the Subrecipient.
13. **Regulatory** All Federal funds awarded are subject to the provisions of 2 CFR 200 Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards. Additionally, Subrecipient must and shall comply with the requirements of all applicable federal, state, and local statutory provisions; all Board rules, regulations, and grant program guidance; HHPD Grant Program applicable policies and HHPD Notice of Funding Opportunity provisions and policies.
14. **Hazard Mitigation Plan** All activities relating to the public in the area around the dam will be performed in accordance with the hazard mitigation plan. Subrecipient has been granted use by FEMA of the *Mitigation Plan Extraordinary Circumstances* request to fulfill the Hazard Mitigation Plan (HMP) requirements of this award. The HMP must be approved by FEMA by 08/04/2023.
15. **EHP Requirements** Subrecipient must comply with Federal Environment Planning and Historic Preservation (EHP) regulations and submit to the Board, summary reports/studies conducted as part of this project.
16. **Floodplain Management Plan** Subrecipient must have in place (or develop not later than 2 years after the date of execution of the dam rehabilitation project and implement not later than 2 years after the date of completion of the project) a floodplain management plan to reduce the impacts of future flood events in the area impacted by the project.

Programmatic Terms and Conditions

17. **Assistance** The Board agrees, upon request of the Subrecipient, to furnish, or otherwise make available to the Subrecipient, copies of existing non-proprietary materials in the possession of the Board that are reasonably associated with this project. This includes materials that are necessary to Subrecipient for completion of its performance under this agreement.
18. **Financial Records Availability** The Subrecipient agrees to retain all books, records and other documents relative to this agreement for three years after final payment. The Board, its authorized agents, and/or state auditors shall have full access to, and the right to examine any of, said materials during said period.

19. **Food and Refreshments** Not applicable to this award.

20. **Federal Employee Costs** The Subrecipient understands that the funds for this project may not be used to pay for the travel of federal employees, or for other costs associated with federal participation in this project unless the federal agency is performing special technical assistance to the Subrecipient as allowed under the provisions of the Intergovernmental Cooperation Act.

21. **Termination and Breach** Either party may terminate this agreement upon 30 days written notice to the other party. The Board may terminate this Agreement for any reason necessary to support its current policy and financial status, including the need to redirect funds to another program. The Board may also terminate this agreement for failure of Subrecipient to make sufficient progress so as to reasonably ensure completion of the project within the project period. Sufficient progress will be measured by examining the performance required under the scope of work (Attachment 2) and milestones, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

It is understood and agreed between the parties, herein, that the Board shall be bound, hereunder, only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.

In the event of breach by the Subrecipient of this Agreement, the Board shall provide written notice to the Subrecipient specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Subrecipient has not substantially corrected the breach within sixty (60) days of receipt of the written notice, the Board shall have the right to terminate the Agreement. The Subrecipient shall not be paid for services rendered nor expenses incurred after receipt of the notice of termination, except such fees and expenses incurred prior to the effective date of termination as are necessary for curtailment of its work under this Agreement.

22. **Indemnification** (Not Applicable)

23. **Labor Concerns** As a condition of award, Subrecipient will certify compliance with 42 U.S.C. § 5196 - U.S. Code - Unannotated Title 42 - The Public Health and Welfare § 5196. Detailed functions of administration, Item (j)(9) as a condition of grant acceptance. The applicable section is as follows:

a. All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of any contribution of Federal funds made by the Administrator under this subsection shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with sections 3141 - 3144 , 3146 , and 3147 of Title 40 , and every such employee shall receive compensation at a rate not less than one and one-half times the basic rate of pay of the employee for all hours worked in any workweek in excess of eight hours in any workday or forty (40) hours in the work week, as the case may be. The Administrator shall make no contribution of Federal funds without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this subsection, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (5 U.S.C. App.) and section 3145 of Title 40.

b. As a condition of award, Subrecipient will certify compliance with 40 U.S.C. Chapter 11, Selection of Architects and Engineers. The language can be viewed at: https://uscode.house.gov/view.xhtml?path=prelim@title40_subtitle1.chapter11&edition=prelim.

24. **Management Fees** The Subrecipient agrees that management fees or similar charges in excess of the direct costs and approved indirect rates (if applicable) are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement.

Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work (Attachment 2). Management and Administration (M&A) costs up to five percent (5%) of this subaward is allowable for direct costs of management and administration of this award (i.e. employee salary and fringe costs for preparation and submission of reports, requests for reimbursements, preparation and submission of award closeout reports). M&A costs must be listed in the subrecipient's approved application and budget to be eligible for reimbursement.

FEDERAL PUBLIC POLICY REQUIREMENTS

25. **Whistleblower** Congress has enacted the whistleblower protection statute 41 U.S.C. §4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for contractors, Subrecipients, subcontractors, and sub Subrecipients in accordance with this Agreement. All contractors, Subrecipients, sub Subrecipients, and subcontractors for federal grants and contracts are required to:
 1. Inform their employees in writing of the whistleblower protections under 41 U.S.C. §4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
 2. Include this term and condition in any agreement made with a subcontractor or sub Subrecipient. The employees' rights under 41 U.S.C. §4712 shall survive termination of this Contract.
26. **Buy American Act** Subrecipient warrants that the purchase of supplies, equipment, and construction materials for the project with grant funds shall comply to the greatest extent practicable, with the Buy American Act requirement of 43 CFR 12, Subpart E., unless DCR allows an exception specified in 43 CFR 12.710(d) and (e) and 43 CFR 12.715.
27. **Non-Discrimination** In its performance of this Agreement, Subrecipient warrants that it will not discriminate against any employee or applicant for employment on account of race, color, sex, religion, age, disability, or national origin. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provision of this non-discrimination clause.

Subrecipient must comply with Title VI of the Civil Rights Act of 1964 including providing meaningful access to LEP individuals, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 if conducting an education program under this award, if applicable, Section 13 of the Federal Water Pollution Control Act Amendments of 1972 and Title IX obligations 40 CFR Part 5.
28. **Smoke-Free Environment** Public Law 103-277, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan or loan guarantee. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
29. **Hotel-Motel Fire Safety Act** Pursuant to 15 USC § 2225a, the Subrecipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101 - 391 as amended). Recipients may search the Hotel-Motel National Master list at <https://apps.usfa.fema.gov/hotel/motelIDSearch> to see if a property is in compliance.
30. **Recycled Paper** When directed to provide paper documents the Subrecipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to the Board. This requirement does not apply to reports prepared on forms supplied by the Board.
31. **Resource Conservation and Recovery Act** Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962),

State and local institutions or higher education hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247. Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322. State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the Subrecipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

32. **Trafficking Victims Protection Act** To implement the requirements of Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), the Subrecipient must abide by the Prohibition Statement below. The Subrecipient must inform the Board immediately of any information you received from any source alleging a violation of the Prohibition Statement below. FEMA and the associated federal funding agency have the right to unilaterally terminate this Agreement without penalty, if the Subrecipient or an employee is determined to have violated an applicable prohibition in the Prohibition Statement.

- i. **Prohibition Statement** The Board as the recipient, its employees, sub-recipients under this Agreement, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect; procure a commercial sex act during the period of time that the Agreement is in effect; or use forced labor in the performance of time Agreement or sub-awards under the Agreement.

33. **Quality Assurance/Quality Control Project Plans (if applicable)** Within 60 days of the effective date of this Agreement and if required in Attachment 4 of this Agreement, the Subrecipient will submit to the Board, for review and approval, a Quality Assurance/Quality Control Project Plan.

34. **Reporting and Tracking Information Management Systems** In accepting these funds, the Subrecipient agrees to the sharing of all deliverable and related information through state and/or federal channels (including Internet use) and, wherever possible, to provide with deliverable in a format that can be made available to other partners and the public, as appropriate.

35. **Electronic and Information Technology Accessibility** Subrecipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology.

36. **Creation of Intellectual Property** In accordance with 2 CFR 200.315, U.S. Department of Homeland Security (DHS) has the right to reproduce, publish, use and authorize others to reproduce publish and use copyrighted works or other data developed under this agreement for Federal purposes. The Board hereby grants to the Subrecipient a license to use any such material for public, non-commercial purposes within the territory of the project. Subrecipient hereby grants to the Board a license to use any such material for public, non-commercial purposes within the territory of the project.

A copyright notice shall be placed in an appropriate location on any copyrightable material being distributed or published. Such notice shall include (1) either the symbol "©", the word "Copyright" or the abbreviation "Copr." (2) the year of first publication, and (3) the name of the copyright owner (the State of Oklahoma). This information shall be followed by the words, "all rights reserved."

37. **Documents** The Subrecipient may retain any reports, studies, photographs, negatives or other documents prepared in the performance of their obligations under this Agreement and not required to be delivered to the Board shall have certain rights to use any such materials as specified above. Where necessary for its enjoyment of its rights and other rights referenced in this Agreement, the Subrecipient shall provide a clear, reproducible copy of such materials (machine readable upon request, if readily available to, the Subrecipient in such form) to the Board.

38. **Disclaimer** For reports or papers produced for public distribution (including the final product), the following sentence must be added to the end of the above credit: *The views expressed herein are those of the author(s) and do not necessarily reflect the views of U.S. Department of Homeland Security (DHS) and the State of Oklahoma.*
39. **Acknowledgements** The role of the Board, U.S. Department of Homeland Security (DHS) and the State of Oklahoma must be clearly stated in all press releases, news articles, requests for proposals, bid solicitations and other documents describing this project, whether funded in whole or in part.

Acknowledgment of financial assistance, with the use of the Board, U.S. Department of Homeland Security (DHS) and City of Lawton logos, as appropriate, must be printed on the cover of all reports, studies, web sites, map products, or other products supported by this award or any sub-award. The Subrecipient is responsible for contacting staff in adequate time to obtain the required logos in camera-ready or digital form. Prior to production, the Board's project management staff must approve the final draft. The acknowledgment should read:

This project was funded wholly or in part by the U.S. Department of Homeland Security (DHS) to support protecting the lives of Americans and their property from the risks associated with dams. The Rehabilitation of High Hazard Potential Dams Grant Program (HHPD), administered in connection with the National Dam Safety Program provides technical, planning, design, and construction assistance in the form of grants to states for non-Federal governmental organizations or nonprofit organizations for rehabilitation of eligible high hazard potential dams. For FY2022, the HHPD Grant Program will provide assistance for technical, planning, design and other pre-construction activities through DHS-22-MT-041-00-01. The contents of this document/report etc. do not necessarily reflect the views and policies of DHS nor does DHS endorse trade names or recommend the use of commercial products mentioned in this document."

40. **Assurances** By entering into this Agreement, the Subrecipient certifies that it has the legal authority to apply for federal assistance, and it has the institutional, managerial and financial capability (including funds sufficient to pay for subjects' costs until reimbursement or pay for the non-federal share of project costs) to ensure proper planning, management and completion of the project description.
41. **Suspension and debarment** Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
42. **Prohibition on certain telecommunications and video surveillance services or equipment**
- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain,
 2. Extend or renew a contract to procure or obtain; or
 - i. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - c. See Public Law 115-232, section 889 for additional information.
 - d. See also § 200.471.
43. **Appendix II to Part 200 – Contract provision for Non-federal entity contracts under Federal awards**
In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
 - c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- j. See § 200.323
- k. See § 200.216.
- l. See § 200.322.

In consideration of Subrecipient's agreement to these terms and conditions, Subrecipient has entered and signed this HHPD Grant Agreement this 30th day of November, 2023

OKLAHOMA WATER RESOURCES BOARD

ATTEST:


Suzanne T. Landess, Secretary


Jennifer Castillo, Chairman

(BOARD SEAL.)



Reviewed by:

Yohanes Sugeng

Yohanes Sugeng, Chief
Engineering and Planning Division

Oklahoma City Water Utilities Trust, Oklahoma
County Oklahoma

Attest:

By: *Carl O. Lytle*
Title: *Administrative Specialist*

Chris Browning
Chris Browning, General Manager
Date: *October 13, 2023*

Attachment 1
FEDERAL AWARD IDENTIFICATION INFORMATION

2 C.F.R. §§ 200.332(a)(1)(i)-(xiv)
Requirements for pass-through entities

Pass-through entity, and contact information for awarding official of the Pass-through entity

Oklahoma Water Resources Board

Cleve Pierce, CFO

405-530-8800

Cleve.Pierce@owrb.ok.gov

- (i) Subrecipient name
Oklahoma City Water Utilities Trust
- (ii) Subrecipient's unique entity identifier (UEI)
18NDGFG9IINH8
- (iii) Federal Award Identification Number (FAIN)
LMW-2022-GR-00116-S01
- (iv) Federal Award Date
09/27/2022
- (v) Subaward Period of Performance Start and End Date
9/15/2022 – 9/14/2025
- (vi) Subaward Budget Period Start and End Date
10/17/2023 – 9/14/2025
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
\$509,100.00
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
Total Pass-through Federal Funds: \$1,061,600.00
FY 2021 HHPD
Overholser Dam Structural Stability Study: \$552,500.00
FY 2022 HHPD
Phase 1: Final Design for Overholser Improvements: \$509,100.00
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity
\$0
- (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
Phase 1: Final Design for Overholser Improvements
- (xi) Name of Federal awarding agency

Federal Emergency Management Administration

- (xii) Assistance listings number and title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
 - a. 97.041-National Dam Safety Program DHS-21-[MT]-[041]-[00]-[01]
 - i. \$552,500.00
 - b. 97.041-National Dam Safety Program DHS-22-[MT]-[041]-[00]-[01]
 - i. \$509,100.00
- (xiii) Identification of whether the award is Research and Development (R&D)
 - R&D is not allowed under this agreement
- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per 2 CFR § 200.414
 - Indirect costs are not allowed under this agreement

ATTACHMENT 2

Phase I Rehabilitation Scope of Work for FEMA FY 2022 HHPD Grant Application

Narrative, Schedule, and Budget Prepared
By Freese and Nichols, Inc.

[Following pages]

MEMORANDUM



Innovative approaches
Practical results
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TO: Kamran Mokhtari, PE
CC: Larry Hare, PE
FROM: Colin Young, PE
SUBJECT: Phase 1 Rehabilitation Scope of Work for FEMA FY 2022 HHPD Grant Application
DATE: 9/15/2022
PROJECT: COC21442

PROJECT DESCRIPTION: The 1,200-foot-long concrete spillway was evaluated for stability and hydraulic adequacy in response to recent annual inspections. Those inspections identified dam safety deficiencies that needed further assessment. A Preliminary Engineering Report (PER) with recommendations was submitted to the City on September 12, 2022.

Two main dam safety deficiencies exist:

- 1) Hydraulic Inadequacy
 - a. There are 23 radial Tainter gates, but the system is antiquated and there is no means to open enough flood gates to pass the regulatory inflow design flood without overtopping the dam. Only one gate can be opened at a time and the time to fully open a gate is 12 hours. It was determined that 7 open gates are required to pass the regulatory design flood (75% PMF) without the dam overtopping.
 - b. The existing gate system is manual, antiquated and needs to be upgraded to an electric system with modern hoist systems to allow gates to be opened in adequate timing and appropriate sequence during flood operations.
 - c. The other 16 existing gates will be removed and replaced with permanent concrete bulkheads to eliminate a dam safety risk of future gate failures.
- 2) Structural Stability
 - a. The concrete dam, minus the central ungated overflow spillway, does not meet OWRB (and by reference, USACE) requirements for stability. In fact, the calculated factors of safety against a bearing capacity or sliding failure are significantly below minimum standards under normal pool conditions.
 - b. Seismic stability was not considered in the original designs (1916, 1923) and the dam does not meet current seismic stability criteria.

Both deficiencies represent significant risk due to the downstream consequences that would result from a structural stability failure, a flood overtopping event, or structural gate failure. All could result in complete uncontrolled loss of reservoir, with the degree of consequences varying depending on the failure mode and its progression.

Rehabilitation of the structure to mitigate these risks and bring the dam into compliance with dam safety guidelines will require extensive work. The proposed scope of work items is planned to bring the dam into compliance with State requirements:

Hydraulic Adequacy

1. Install 7 new gates meeting current USACE design criteria for steel radial gates.
2. Fabricate one set of modern steel stoplogs to provide for future gate dewatering for inspection and maintenance.
3. Install electric hoists and associated electric gate controllers.
4. Remove 16 existing gates and replace with permanent concrete bulkheads

Structural Stability Improvements:

5. Add cast-in-place concrete ballast in hollow sections between existing buttresses to improve sliding resistance and decrease bearing pressures to acceptable values.
6. Install downstream concrete slabs below older gated spillway sections to improve stability and provide scour protection.

The work will need to be phased due to funding availability. The design is broken into Phases 1-3 and Phase 1 is planned to start in the fall of 2022. Preliminary design for Phase 1 was presented the FY 2021 HHPD application. This application covers the final design activities for Phase 1 of the rehabilitation.

Subtask	Description	Amount	Scheduled Completion (from NTP)
2.1	Final Design/Permitting (60%)	\$450,000	6 months
2.2	Final Design/Permitting (90%)	\$350,000	10 months
2.3	Issue for Permit/Issue for Bid Documents	\$50,000	12 months
2.4	Management & Administration	\$100,000	12 months
Totals		\$950,000	

The deliverables for this phase of the project are associated with the major task items and are summarized as follows:

- Final design drawings, specifications, design report, and construction cost estimate at 60%, 95%, and final issue for permit/bid milestones.
- USACE Nationwide Permit 3 with PCN
- OK State Historical Preservation Office Coordination/Approvals
- Oklahoma Water Resources Board Dam Modification Permit Application

ATTACHMENT 3

OWRB BOARD RESOLUTION APPROVING
REHABILITATION OF HIGH HAZARD POTENTIAL DAMS GRANT APPLICATION
[Following pages]

**PLEASE RETAIN THE FOLLOWING
BOARD ORDER FOR YOUR RECORDS**

**A RESOLUTION OF THE OKLAHOMA WATER RESOURCES BOARD
AUTHORIZING AN APPLICATION FOR FUNDING ASSISTANCE THROUGH THE
FEDERAL EMERGENCY MANAGEMENT AGENCY PROGRAM TO
REHABILITATE HIGH HAZARD-POTENTIAL DAMS**

WHEREAS, the United States Department of the Homeland Security, Federal Emergency Management Agency ("FEMA") has implemented the Rehabilitation of High Hazard Potential Dams program to provide grant funds to reduce or eliminate the risk of dams of highest consequence and increase understanding and management of risks posed by eligible dams.

WHEREAS, FEMA has solicited proposals for cost-shared financial assistance from States, Indian Tribes, and nonprofit dam owners for projects to develop.

WHEREAS, the Oklahoma Water Resources Board ("Agency") has identified itself as an eligible applicant under FEMA's HHPD Grant Program, Funding Opportunity Number: DHS-22-[MT]-[041]-[00]-[01].

WHEREAS, the Agency is pursuing grant funding assistance under the HHPD grant program to provide technical, planning, design, pre-construction, and construction activities related to the repair, removal, or rehabilitation of eligible high hazard dams. The amount of the grant award is formula based and is calculated using the nationwide number of eligible dams and the number of states that have applied for the grant.

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

1. The Board has reviewed the scope and purpose of the funding application and finds that the Project will serve the needs of the people of Oklahoma and satisfy the goals of the HHPD program, and on that basis, supports the staff's submittal of the grant proposal to FEMA.
2. The Agency is acting as a pass-through entity and will work with eligible subrecipients to meet the minimum 35-percent cost share required to obtain grant funding under the HHPD Grant Program.
3. Pursuant to state policy, the Agency has sought approval from the Office of the Secretary of Energy and Environment in order to pursue this funding opportunity.
4. The Board hereby ratifies the action of its Chief Financial Officer or his designee of the Agency in applying for financial assistance from FEMA's HHPD Grant Program and authorizes the Chief Financial Officer or his designee to execute any related document, including a cooperative financial assistance agreement with FEMA.
5. The Chief Financial Officer and staff are directed to take all other actions necessary to secure funding for the Project under the HHPD Grant Program, including working with FEMA to meet established deadlines for entering into a cooperative financial assistance agreement.

PASSED AND ADOPTED by the Oklahoma Water Resources Board on the 17th day of January 2023:



ATTEST

Jennifer Castillo
Jennifer Castillo, Secretary

Charles Darby
~~Charles Darby~~ Matt Munter, Chairman
acting Chairman

ATTACHMENT 4

Reporting Guidelines & Forms

[Following pages]

FEMA REHABILITATION OF HIGH HAZARD POTENTIAL DAMS GRANT REIMBURSEMENT FORM

OUTLAY REPORT AND REQUEST FOR GRANT PROCEEDS FOR HHPD FUNDING		1. DISBURSEMENT REQUEST NO. 1		PAGE 1 OF 1	
2. GRANT NUMBER: EAW-KKKK-KK-KKKK		5. PERIOD OF PERFORMANCE			
3. PROJECT NUMBER: 075228_KK		FROM: (mm/dd/yyyy)		TO: (mm/dd/yyyy)	
4. PO NUMBER: KKKKKKKK		6. PERIOD COVERED BY THIS REPORT:			
6. EMPLOYEE IDENTIFICATION NUMBER: XX-XXXXXX		7. RECIPIENT ACCOUNT OR OTHER ID NUMBER: ABA XXXXXX CHECKING XXXXXX		FROM: (mm/dd/yyyy) TO: (mm/dd/yyyy)	
9. RECIPIENT ORGANIZATION Name: No. and Street: street City/State/Zip: city zip		10. PAYEE (if different than No. 9) Name: name placeholder No. and Street: street placeholder City/State/Zip: city placeholder			
11. STATUS OF FUNDS					
PROJECT TRACKING					
PROJECT CONTRACTS	TOTAL BUDGET	PREVIOUS AMOUNT	CONTRACTOR INVOICE	CUMULATIVE TOTAL	
a. Engineering Contract 1	\$ -	\$ -	\$ -	\$ -	
b. Engineering Contract 2	\$ -	\$ -	\$ -	\$ -	
c.	\$ -	\$ -	\$ -	\$ -	
d.	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	
FUNDING TRACKING					
ALLOCATION OF FUNDS	TOTAL ALLOCATION	PREVIOUS AMOUNT	REIMBURSEMENT INVOICE	REMAINING ALLOCATION	
a. Maximum Grant Funds	\$ -	\$ -	\$ -	\$ -	
b. Local Funds	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	
HHPD DISBURSEMENT			\$0.00		
12. SUMMARY OF INVOICE ACTIVITIES					
13. CERTIFICATION					
I certify that to the best of my knowledge and belief, the billed cost or disbursement represents the amount due which has not been previously requested, and that all invoiced activities are considered eligible under the FEMA HHPD requirements.	a. Recipient	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		DATE REPORT SUBMITTED	
		TYPED/PRINTED NAME AND TITLE X, XXXXXXX		TELEPHONE NO.	
	b. Representative Certifying to line 9.	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		DATE REPORT SUBMITTED	
		TYPED/PRINTED NAME AND TITLE Y, YYYYYYY		TELEPHONE NO.	

FY22 HRPD Quarterly Milestone Workplan

Fig. 10. *Periparturient* and *nonparturient* cattle group.

[illegible]

columns. Column C is the list of 1000 authors. Column D is the list of 1000 authors in your workshop.

and relative actual % completed in

by Program Reports due

[illegible][illegible]

Combine OCWUT - Fully Executed - Needs Yohanes' Signature

PDF Audit Report

2023-12-08

Created: 2023-12-08
By: Zachary Horlandsworth (zachary.horlandsworth@owtr.uk.gov)
Status: Signed
Transaction ID: 0310-90AA3AA3W7zywGd7m-4kndeD9afapXrV3DAgw

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For all contributions to a document, please ensure that all contributions are made to the document. 2023-12-08 11:11:19 PM GMT

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3. SUMMARY DISPOSITION AGENDA ITEMS

WATER RIGHTS ADMINISTRATION DIVISION

September 16, 2025

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Temporary Permits to Use Groundwater

September 16, 2025

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
2017-522 3/23/2017	Enid Municipal Authority	5	Major County, Cimarron River Alluvium and Terrace	800 acres Section 7, 12, T20N, R10WIM	Municipal use. 1,334 a.f.
2024-618 8/8/2024	Yang Neng Lee, Mai Mee Moua Lee and Mai Xia Lee	1	Cherokee County, Boone/Roubidoux	30 acres Sections 14, T19N, R22EIM	Agriculture 2 a.f.
2024-663 11/25/2024	Sol Terra, LLC	1	Grady County, El Reno	80 acres Sections 14 T8N, R5WIM	Agriculture 10 a.f.
2024-665 12/13/2025	Superior Sod Farm, LLC	4	Bryan County, Red River Alluvium and Terrace Reach III	80 acres Section 15, T9S, R9EIM	Irrigation 160 a.f.
2025-523 2/13/2025	Iofina Resources, Inc.	1	Kingfisher County, Cimarron River Alluvium and Terrace	4 acres Section 30, T18N, R6WIM	Industrial 8 a.f.
2025-536 3/5/2025	Micah Nightengale	4	Major County, Cimarron River Alluvium and Terrace	149 acres Section 30, T22N, R10WIM	Irrigation 298 a.f.
2025-538 3/10/2025	Robert A. Repp Jr. and Debra L. Repp	3	Caddo County, Rush Springs Sandstone	156 acres Section 16, T8N, R13WIM	Irrigation 312 a.f.
2025-539 3/10/2025	Russell E. Repp and Staci M Repp	3	Caddo County, Rush Springs Sandstone	157 acres Section 19, T8N, R11WIM	Irrigation 170 a.f.

2025-540 3/10/2025	Russell E. Repp and Staci M Repp	3	Caddo County, Rush Springs Sandstone	159.25 acres Section 7, T8N, R12WIM	Irrigation 135.6 a.f.
2025-546 3/24/2025	Town of Lamont	3	Grant County, Salt Fork of the Arkansas River	257 acres Section 6, 31, T25N, T26N, R3WIM	Public water supply 320 a.f.
2025-550 3/26/2025	Western Ranches, Inc.	1	Caddo County, Rush Springs Sandstone	155 acres Section 24, T9N, R12WIM	Irrigation 85 a.f.
2025-558 4/14/2025	Lisa Sanders	1	Harmon County, Blaine Formation	400 acres Section 32, T2N, R25WIM	Irrigation 800 a.f.

WATER RIGHTS ADMINISTRATION DIVISION
Applications to Amend Temporary Permits to Use Groundwater

September 16, 2025

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
1982-633 3/21/2024	John Enszt and Monica Enszt	5	Caddo County, Rush Springs Sandstone	320 acres Section 18 T8N, R11WIM	Irrigation 460 a.f.
2000-566 8/6/2024	Town of Elgin	2	Comanche County, Rush Springs Sandstone	160 acres Section 35, T4N, R10WIM	Public water supply 320 a.f.
2003-609 2/12/2025	Earnie Dean and Sharon K. Jantzen	3	Major County, Cimarron River Alluvium and Terrace	153.96 acres Section 14 T22N, R11WIM	Irrigation 76.98 a.f.
2004-524 3/27/2025	Frank H. and Scharleen Carpenter	4	Greer County, Blaine	480 acres Section 10, T3N, R23WIM	Irrigation 960 a.f.
2010-505 3/13/2025	Lloyd Joe Withers and Monica Withers	3	Caddo County, Rush Springs Sandstone	160 acres Section 31, T9N, R11WIM	Irrigation 140 a.f.
2012-565 8/12/2024	Bryan County Rural Water District #5	2	Bryan County, Woodbine Formation	317.9 acres Sections 15, 16, 21, 25, 26, T7S, R8EIM, R9EIM	Public water supply 635.8 a.f.
2017-547 3/13/2025	Lloyd Joe Withers and Monica Withers	2	Caddo County, Rush Springs Sandstone	200 acres Section 30, T9N, R11WIM	Irrigation & agriculture 160 a.f.

2023-551 2/24/2025	Stable Group, LLC	4	Le Flore County, Kiamichi	80 acres Section 36, T8N, R23EIM	Agriculture 80 a.f.
2023-593 4/7/2025	Iron Horse Midstream, LLC	4	Grady County, El Reno	120 acres Section 29, T8N, R6WIM	Oil & gas 32.26 a.f.

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Regular Permits to Use Groundwater

September 16, 2025

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
2023-557 5/8/2023	Jerry Lunsford Farms, LLC	4	Texas County, Ogallala Panhandle	738.8 acres Section 18, 22, 27, T5N, R14ECM	Irrigation & oil and gas 1,442 a.f.
2023-597 8/10/2023	Slaughterville Enterprises, LLC	1	Cleveland County, Garber Wellington	36.74 acres Section 35, T8N, R1WIM	Agriculture 1 a.f.
2023-672 11/13/2023	Chase Leroy Huebner	1	Beaver County, Ogallala Panhandle	160 acres Section 13, T5N, R20ECM	Irrigation 320 a.f.
2024-511 1/26/2024	Noorani Properties, LLC	1	Cleveland County, Canadian River Alluvium and Terrace	13 acres Section 26, T10N, R4WIM	Agriculture 13 a.f.
2024-534 2/22/2024	Fresh Plus, Inc.	1	Seminole County, Vamoosa-Ada	40 acres Section 34, T8N, R6EIM	Agriculture 80 a.f.
2024-640 8/29/2024	Philippe, LLC	5	Texas County, Ogallala Panhandle	478.5 acres Section 20, 21, T2N, R15ECM	Irrigation 957 a.f.
2024-669 12/27/2024	Jerald and Deborah Radcliff Revocable Family Trust	1	Beaver County, Ogallala Panhandle	160 acres Section 23, T6N, R23ECM	Irrigation 320 a.f.
2025-505 1/18/2025	Tim Drury and Lisa Drury	5	Tillman County, Tillman Terrace	160 acres Section 11, T1S, R18WIM	Irrigation 120 a.f.

2025-506 1/19/2025	Tim Drury and Lisa Drury	4	Tillman County, Tillman Terrace	160 acres Section 3, T1S, R18WIM	Irrigation 120 a.f.
2025-507 1/24/2025	Mark Witt & Neal Hofferber & Mary Witt	3	Texas County, Ogallala Panhandle	800 acres Section 4, 5, 20, 32, T5N, T6N, R16ECM	Irrigation 1,600 a.f.
2025-528 2/19/2025	F&K Land, LLC	1	Texas County, Ogallala Panhandle	314 acres Section 19, T4N, R18ECM	Irrigation 628 a.f.
2025-529 2/19/2025	Eric Van der Laan	2	Tillman County, Tillman Terrace	80 acres Section 13, T1N, R19WIM	Irrigation 80 a.f.
2025-531 2/21/2025	The Ken and Sherry Mach Revocable Trust	2	Canadian County, Alluvium and Terrace Deposits of the North Canadian River-Phase 2	117 acres Section 5, T12N, R6WIM	Irrigation 117 a.f.
2025-533 2/26/2025	Casey and Brandi Cowan	2	Beaver County, Ogallala Panhandle	480 acres Section 2, 35, T1N, T2N, R20ECM	Irrigation 960 a.f.
2025-544 3/14/2025	Clinton J. and Laura J. Oyler	1	Texas County, Ogallala Panhandle	160 acres Section 20, T5N, R19ECM	Irrigation 320 a.f.
2025-552 3/31/2025	The Roy and Louise Mach Trust	1	Canadian County, Alluvium and Terrace Deposits of the North Canadian River-Phase 2	83 acres Section 13, T12N, R6WIM	Irrigation and oil and gas 83 a.f.
2025-569 4/29/2025	Lori Dawn Stewart	2	Cimarron County, Ogallala Panhandle	320 acres Section 15, T2N, R8ECM	Irrigation 640 a.f.

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

September 16, 2025

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
1975-751C 3/21/2025	Tyler David McReynolds	7	Beaver County, Ogallala Panhandle	4,321.96 acres Sections 3, 4, 5, 23, 33, 34, T4N, T5N, R22ECM, Sec. 6, 15, 17, 18, 19, 20, 21, 22, 30, T5N, R23ECM, T6N, R24ECM	Irrigation, agriculture, municipal/public water supply, oil and gas 7,825.92 a.f.
1982-632 3/13/2024	Gary Rippetoe	13	Beckham County, North Fork of the Red River	260 acres Section 28, 21, T8N, R22WIM	Irrigation 260 a.f.
1984-612 1/24/2025	Lake Aluma Club, Inc.	3	Oklahoma County, Garber Wellington	64 acres Section 7, T12N, R2WIM	Recreation fish and wildlife 128 a.f.
1993-514 4/4/2024	Hickey Investments, LLC	7	Beckham County, North Fork of the Red River Alluvium and Terrace	1,999.33 acres Section 3, 10, 23, 25, 30, 34, 35, T9N, R24WIM	Irrigation 1,990 a.f.
2003-510 3/13/2024	Creek County Rural Water District No. 5	4	Creek County, Vamoosa Ada	235 acres Section 6, 31, T19N, T18N, R8EIM	Public water Supply 390 a.f.
2010-558 1/24/2025	Neal T. Hofferber	4	Texas County, Ogallala Panhandle	800 acres Section 2, 35, T5N, T6N, R15ECM	Irrigation 1,600 a.f.

WATER RIGHTS ADMINISTRATION DIVISION
Applications to Amend Prior Right to Use Groundwater

September 16, 2025

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
1948-116C 7/11/2024	Leon Waston Langford and Melissa L. Langford	3	Major County, Cimarron River Alluvium and Terrace	52 acres Section 5, T20N, R9WIM	Irrigation 98 a.f.
1952-020 5/1/2025	Vinyard, Inc.	3	Jackson County, Blaine Formation	140 acres Section 16, T2N, R23WIM	Irrigation 280 a.f.
1952-472 4/16/2025	HBP Holdings, LLC	4	Caddo County, Rush Springs Sandstone	140 acres Section, 24, T8N, R13WIM	Irrigation 150 a.f.
1954-1089 1/21/2025	The Ken and Sherry Mach Revocable Trust	2	Canadian County, North Canadian Alluvium and Terrace Deposits Phase 2	90 acres Section 5, T12N, R6WIM	Irrigation 7 a.f.
1959-011 4/16/2025	HBP Holdings, LLC	4	Caddo County, Rush Springs Sandstone	150 acres Section 24, T8N, R13WIM	Irrigation 125 a.f.
1966-107B 1/12/2024	DNC Group, LLC	1	Kingfisher County, Cimarron River Alluvium and Terrace	3.618 acres Section 2, T17N, R7WIM	Agriculture 4.7034 a.f.

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Regular Permits to Use Stream Water

September 16, 2025

APP. NO. & DATE FILED	NAME OF APPLICANT	POINTS OF DIVERSION	COUNTY & STREAM SYSTEM	PURPOSE & AMOUNT RECOMMENDED
2022-028 11/21/2022	Freedom Rock Ranch, LLC	One point of diversion on Buck Creek in Section 30, T2N, R13EIM	Atoka County SS 1-4-1	Oil and gas 260 a.f.
2024-002 3/1/2024	The Weed Patch, LLC	One point of diversion on personal pond in Section 4, T3S, R4WIM	Stephens County SS 1-11	Irrigation 1.36 a.f.
2024-018 11/4/2024	Perik Industries, LLC	One point of diversion on Butler Creek in Section 2, T26N, R12EIM	Washington County SS 2-14	Wetland habitat 30 a.f.

WATER RIGHTS ADMINISTRATION DIVISION
Well Driller and Pump Installer Licensing

September 16, 2025

DPC NUMBER	NAME OF FIRM	CERTIFIED ACTIVITIES	OPERATORS
New Licenses, Accompanying Operator Certificates and Activities:			
DPC-1151	JB Environmental Drilling	Monitoring wells	James Bieker OP-2613
DPC-1153	Elite Integrity, LLC.	Cathodic protection only	Joshua Robertso OP-2614
DPC-1155	Wade's Water Wells, LLC	GW, MW, PI, and HE	Wade Beneda Jr OP-2615
New Operators, License Name Change, and/or Activities for Existing Licenses:			
DPC-0063	Hoffman Water Wells	GW, MW, PI, and HE	Ethan Emmert OP-2616
DPC-0063	Hoffman Water Wells	GW, MW, PI, and HE	Ethan Hartzell OP-2617
DPC-1041	Western Drilling	Groundwater wells	Rodney Wolff OP-2618
DPC-1040	Vanguard Well Resources	Groundwater wells and pump installation	Franks Friesen OP-2619
DPC-0123	Layne Christensen	Groundwater wells and monitoring wells	Ryan Ward OP-2620
DPC-0932	Ace Water Well Service	Pump Installation	Brooks May OP-2621
DPC-0084	J Grantham Drilling, Inc.	Pump Installation	Jimmy Granthan OP-0118
DPC-1077	McNabb's Drilling	Pump Installation	Colin McNabb OP-2450

September 2025 Dam Safety Board items

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

1. Weleetka Dam, OK10076

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK10076	Town of Weleetka	Robert Vaughan, P.E.	High	Sec. 17, T10N, R11E1
Okfuskee County	Weleetka Dam	Infrastructure Solutions Group, LLC		

The applicant requests approval for the repair and alteration of a high hazard potential dam originally constructed in 1923. The proposed work includes placing fill on low sections of the dam crest, widening the emergency spillway, constructing an access road, and removing and replacing the concrete primary spillway and stilling basin. The primary purpose of the structure is municipal water supply. The dam is 46 feet tall, with a normal storage capacity of 373 acre-feet and a maximum storage capacity of 678 acre-feet.

2. Sooner Lake Addition Dam, OK12571

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK12571	Kelly Cawood, Dam Owner's Representative	Richard Landes, P.E.	Significant	Sec. 29, T10N, R02W1
Cleveland County	Sooner Lake Addition Dam	Landes Engineering & Associates, LLC		

The applicant requests approval for the repair and alteration of a significant hazard potential dam originally constructed in 1970. The proposed work includes removing the failed primary spillway and replacing it with a partially lined earthen and concrete spillway designed to accommodate the design flood. The primary purpose of the structure is recreation. The dam is 16 feet tall, with a normal storage capacity of 34.4 acre-feet and a maximum storage capacity of 93.7 acre-feet.

3. Blackburn Harold E Dam, OK12763

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK12763	Eric Agossou	Branden J. Strahm, P.E.	Low	Sec. 05, T20N, R07E1
Pawnee County	Blackburn Harold E Dam	Olsson inc.		

The applicant requests approval for the modification to a bridge above the spillway of a low hazard potential dam originally constructed in 1940. The proposed work includes removing the existing bridge piers and replacing the structure with a 28-foot-long prestressed concrete box beam bridge. The applicant also requests a variance to construct within fifty feet of the dam spillway. A hydrologic and hydraulic analysis has been conducted demonstrating that the bridge modifications will not impact the spillway's ability to pass the design flood and will not adversely affect the functioning of the dam spillway. The purpose of the dam and reservoir is domestic use. The dam is 50 feet tall, with a normal storage capacity of 64 acre-feet and a maximum storage capacity of 151.5 acre-feet.

4. Thompson Dam, OK30678

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30678	Jason Thompson	J. Steve Fox, P.E.	Low	Sec. 36, T07S, R07E1
Bryan County	Thompson Dam	Fox Engineering		

The applicant requests approval for the construction of a new, small, low hazard potential dam. The purposes of the dam and reservoir are fish & wildlife and recreation. The dam will be 20 feet tall, with a normal storage capacity of 133 acre-feet and a maximum storage capacity of 613 acre-feet.

5. Hilseweck Dam, OK30679

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30679	Butch Hensley	D.W. Converse, P.E.	Low	Sec. 21, T06N, R12E1
Pittsburg County	Hilseweck Dam	Converse Surveying & Engineering		

The applicant requests approval for the construction of a small, low hazard potential dam. The embankment was originally constructed prior to 1984 without approval by the Board, and it is unknown whether the embankment was designed by a Registered Professional Engineer at that time. The proposed work includes constructing a primary spillway with a valley floor drain, two emergency spillways, and regrading the slopes of the existing embankment. Additionally, the applicant requests a variance to use seepage collars along the primary spillway pipe. The purposes of the dam and reservoir are fish & wildlife and recreation. The dam is 46 feet tall, with a normal storage capacity of 1,115 acre-feet and a maximum storage capacity of 2,194 acre-feet.

6. Kings Lake Dam, OK30680

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30680	KLC Family Limited Partnership	Wayne Barker, P.E.	Low	Sec. 29, T08S, R10E1
Bryan County	Kings Lake Dam	Barker & Associates Inc.		

The applicant requests approval for the construction of a new, small, low hazard potential dam. The purposes of the dam and reservoir are fish & wildlife, recreation, and irrigation. The dam will be 30 feet tall, with a normal storage capacity of 452 acre-feet and a maximum storage capacity of 921 acre-feet.

7. Timber Ridge Pointe Pond, OK30681

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30681	IH Development	Christian Hagen, P.E.	Significant	Sec. 10, T11N, R01WI
Oklahoma County	Timber Ridge Pointe Pond	Crafton Tull Inc.		

The applicant requests approval for the construction of a small, significant hazard potential dam. The dam was first constructed prior to 1990 without approval by the Board, and it is unknown whether the embankment was designed by a Registered Professional Engineer at that time. An outlet structure was added in 2019, and in 2025 an emergency spillway and downstream channel were constructed. The primary purpose of the dam and reservoir is stormwater management. The dam is 25.6 feet tall, with a normal storage capacity of 8.4 acre-feet and a maximum storage capacity of 36.5 acre-feet.

ENGINEERING & PLANNING DIVISION
Permit Applications for Proposed Development on
State Owned or Operated Property with Floodplain Areas

September 1, 2025

APPLICATION NO.	NAME OF APPLICANT	LOCATION	PROJECT NARRATIVE
FP-2025-03	OTA	Mayes County, Oklahoma	Proposed improvements include construction of new ramps (westbound off-ramp and eastbound on-ramp) onto the existing Will Rogers Turnpike (I-44) at SH-28 interchange. Existing drainage structures will be extended and culvert under adjacent local road replaced.
FP-2025-04	OTA	McClain and Cleveland County	East-West Connector Turnpike bridges and approaches over the Canadian River floodplain. Construction of parallel 2-lane, 52-span concrete bridges over the Canadian River and tributaries, and associated floodplain. Each bridge will have an out-to-out width of 41' and a length of 1.277 mile, beginning at STA 174+35.17 and

			ending at STA 241+81.83. Typical roadway section includes 4-lane, two 12' driving lanes in each direction with 10' outside shoulders and 4' inside shoulders, separated by a cable barrier.
FP-2025-05	OTA	Cleveland County, Oklahoma	Grade, drain, bridge, and surface improvements along the East-West Connector Turnpike from the Canadian River bridge to approximately 0.2 miles east of Pennsylvania Ave, including a new bridge over Pennsylvania Ave. Typical section includes 4-lane, two 12' driving lanes in each direction with 10' outside shoulders and 4' inside shoulders, separated by a cable barrier. Two parallel 3-span bridges, 205.5' in length with an out-to-out width of 41', will be constructed from STA 255+75.25 to 257+80.75.

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

September 1, 2025

NUMBER	NAME OF COMMUNITY/CID	FLOODPLAIN ADMINISTRATOR
487	Town of Faxon	Clinton Woods
38	City of Chickasha	Nathan May
35	City of El Reno	Emily Richey
388	Town of Jones City	Michael Voss
814	Town of Webbers Falls	Norma Griffith
629	City of Broken Bow	Shilo Martin
494	Town of Bennington	Jeanne Kirk
675	Pottawatomie County	Braquel Stephens

3.Q.

**WATER RIGHTS ADMINISTRATION DIVISION
Cancellation of Groundwater Permits**

September 16, 2025

1984-503	Little River Express Inc.	Pottawatomie County
1986-521	Wind Drift Orchard, LLC	Oklahoma County
1978-589	Dan and Jerry S Nethery	Tillman County
1954-073	Cochran Family Trust	Harmon County
1994-518	Steve Ball	Oklahoma County
1990-512	Craig and Alicia Smith	Caddo County
1981-514D	Kenneth S Crews	Carter County
1982-576	Louise F Gunter	Washita County
2012-509	Bonnie M, Clay A and Jennifer Meugge	Grant County
1954-1198C	Billy B and Willene Slanaker	Caddo County
1977-888	Town and Country Ice MFG	Lincoln County
1981-177	Van Nice Angus Ranch, LLC	McIntosh County
1955-1500A	Kerry Lyle Wheeler	Beaver County
1984-554	Hazel A Hamilton	Comanche County
1989-554D	Beverly A Arnold	Kingfisher County
1996-595	Harold Thomas and Stella Dianna Brannon	Adair County
1987-509	Marvin Bichsel	Custer County
1956-129B	John and Mistie Lee	Tillman County
2011-623	Ransom Family Trust	Grant County
1978-689	Irvin E Clark	Texas County
1978-690	Irvin E Clark	Texas County
1972-300A	Hazel M Braziel	Major County
1974-068	Jack L Porter	Grady County
2019-504A	Trung Nguyen	Delaware County
1965-388	Helen Riggs	Cimarron County

3.R.

**WATER RIGHTS ADMINISTRATION DIVISION
Cancellation on Stream Water Permits**

September 16, 2025

1978-164

BL Little

Coal County

WATER RIGHTS ADMINISTRATION DIVISION
Excused Nonuse on Stream Water Permits

September 16, 2025

1959-031	William and Edda Harrison	Roger Mills County
1959-032	William and Edda Harrison	Roger Mills County
2007-048	Gary J. Montin	Johnston County

**WATER RIGHTS ADMINISTRATION DIVISION
Informal Disposition Board Orders**

September 16, 2025

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

**IN THE MATTER OF THE APPLICATION
OF GREEN DOCTOR, LLC FOR A
GROUNDWATER PERMIT AMENDMENT**

NO. 1974-0325B

PROPOSED DEFAULT ORDER

On the 21st day of August, 2025, at approximately 9:05 a.m., after allowing additional time for all persons of record to attend, the above numbered and entitled cause scheduled for 9:00 A.M. came on for hearing in the Second Floor Board Room at the office of the Oklahoma Water Resources Board, 3800 North Classen Boulevard, Oklahoma City, Oklahoma. This matter arises out of the Application No. 1974-0325B (“Application”) filed by Green Doctor, LLC (“Applicant”). The Application seeks a groundwater amended permit authorizing the withdrawal and use of 6.7 acre-feet of groundwater per calendar year for the purpose of irrigation and adding the use of agriculture of Medical Marijuana. The total land dedicated to the permit is 20 acres, located as follows: in the NW/4 SW/4 NW/4 of Section 26, Township 11 North, Range 13, West of the Indian Meridian, Caddo County, Oklahoma, located over the Rush Springs Aquifer.

Green Doctor, LLC, by and through its attorney Kindra Dotson, appeared at the time scheduled for the hearing on August 21st, 2025. Protestants Jack P. Jones and Scott Harvey have been afforded due process of law and an adequate opportunity to be heard, and have defaulted and abandoned their interests by failing to appear for the hearing pursuant to OAC 785:4-7-3(c). The Notice of the Hearing was sent by certified USPS mail to Protestant, Jack P. Jones, with a USPS Tracking Number of 9589071052700130956618 showing it was received on June 21, 2025, and to Scott Harvey, with a USPS Tracking Number of 9589071052700130956601 showing it was received on June 20, 2025.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Application No. 1974-0325B for a permit amendment requested by Applicant Green Doctor, LLC is approved and hereby granted. The permittee shall comply with all reporting and other requirements of the Oklahoma Groundwater Law and Board rules, including but not limited to annual water use reporting as set forth in 82 O.S. §1020.12 and OAC 785:30-5-9.

It is so ordered by the Oklahoma Water Resources Board in regular and open meeting this _____ day of September, 2025.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Vice-Chairman

ATTEST:

Suzanne Landess, Secretary
(SEAL)

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

IN THE MATTER of Phillip K. Ewbank
d/b/a Ewbank Geo,
Respondent.

NOV No. WD-2025-0027
DPC No. 0414

PROPOSED
DEFAULT ORDER

ON THE 7th day of July, at 1:00 p.m. after allowing an additional 15 minutes for the named Respondent or his representative(s) to attend, the above numbered and entitled cause came on for hearing in the Second Floor Board Room at the office of the Oklahoma Water Resources Board, 3800 North Classen Boulevard, Oklahoma City, Oklahoma.

The State of Oklahoma, ex rel. Oklahoma Water Resources Board (“OWRB”), was represented by Assistant General Counsel, Andrew Price, and the Respondent, Phillip K. Ewbank, (“Respondent”), did not appear in person, by representative or by legal counsel. Respondent was mailed the Notice of Violation, Assessment of Administrative Penalty, and Notice of Opportunity for Hearing by the OWRB herein, with the green card showing it was received on June 4th, 2025., pursuant to the requirements of Article II of the Administrative Procedures Act (the “APA”), 75 O.S. §§ 308a-323 and 12 O.S. § 2004(2). A copy of the green card receipt of mailing and the OWRB Notice of Violation shall be attached to this order.

In the absence of the Respondent, who had an opportunity for a hearing and for whom the OWRB has good service, a judgment by default pursuant to 75 O.S. §309(E) and OAC 785:4-7- 3(d) can be entered without further notice to the Respondent. OAC 785:4-7-3(d), states “If a respondent party fails to appear without good cause shown, the allegations set forth in the Board’s notice and supplemental statement thereto, if any, shall be deemed confessed, and the Hearing Examiner may recommend a default order based thereon to the Board without further notice to such defaulting respondent.”

The Court adopts and incorporates the uncontested Statement of Legal Authority and Board Jurisdiction set forth in Paragraph II and the Statement of the Matters Asserted in Paragraph IV of the OWRB’s Notice of Violation dated June 3rd, 2025.

Based upon applicable law, the Board draws the following Conclusions of Law through the Respondent’s default, and based upon the evidence that:

1. The proceedings in this matter were conducted in accordance with the provisions of the Oklahoma Groundwater Law, 82 O.S. §§ 1020.1 et seq., the APA, 75 O.S. §§ 250 et seq., and the rules of the OWRB OAC Title 785. The Notice of Violation, Assessment of Penalty, and Hearing gave a date, time, and location for the administrative hearing and explained the nature of the administrative hearing and the issues that would be presented in accordance with 82 O.S. § 1020 et. Seq., and the rules of the Oklahoma Water Resources Board (“Board”), OAC 785 Chapter 35. Notice of the Hearing was sufficiently delivered by certified mail restricted delivery showing it was received by the Respondent.
2. The OWRB has jurisdiction and authority pursuant to the Oklahoma Groundwater Law, 82 O.S. §§ 1020.1 et seq. and the rules of the OWRB OAC Title 785.

3. The allegations set forth in the Board's Notice of Violation, Assessment of Penalty, and Hearing are deemed confessed, pursuant to OAC 785:4-7-3(d). The Respondent has violated 82 O.S. § 1020.16 OAC 785:35-7-1 by failing to install a protective, cement surface seal in the well annulus to minimum depth requirements, and 82 O.S. §1020.16, OAC 785:35-5-2 and OAC 785:35-5-3, by failing to submit an accurate multi-purpose completion report for the well in question.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Respondent has violated all of the matters asserted in Paragraph IV of the OWRB Notice of Violation. This specifically includes: 82 O.S. § 1020.16 and OAC 785:35-7-1, by failing to install a protective, cement surface seal in the well annulus to minimum depth requirements. Further, that the Respondent has violated 82 O.S. §1020.16, OAC 785:35-5-2 and OAC 785:35-5-4, by failing to submit an accurate multi-purpose completion report for the well in question.

The Respondent is ordered to perform the following:

1. Pay a total administrative penalty of \$1,250.00. This consists of: \$1,000.00 for failure to maintain minimum standards for well construction, OAC 785:35-1-4(b)(2)(F), and \$250.00 for failure to submit an accurate or complete multi-purpose completion report under OAC 785: 35-1-4(b)(2)(E).
2. Complete all corrective measures in OWRB's Notice of Violation, Section IV, so the well meets minimum standards and provides proof that the corrections have been made.
3. Remove the casing present in the hole and plug the well in accordance with well plugging regulations for a contaminated well, pursuant to OAC 785:35-11-1(c)(5).
4. Submit an accurate and complete plugging report for the well in violation within sixty (60) days of plugging.

IT IS SO ORDERED by the Oklahoma Water Resources Board in regular and open meeting this:

16th day of September, 2025.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary (SEAL)

5. SPECIAL CONSIDERATION

WATER RIGHTS ADMINISTRATION DIVISION

September 16, 2025

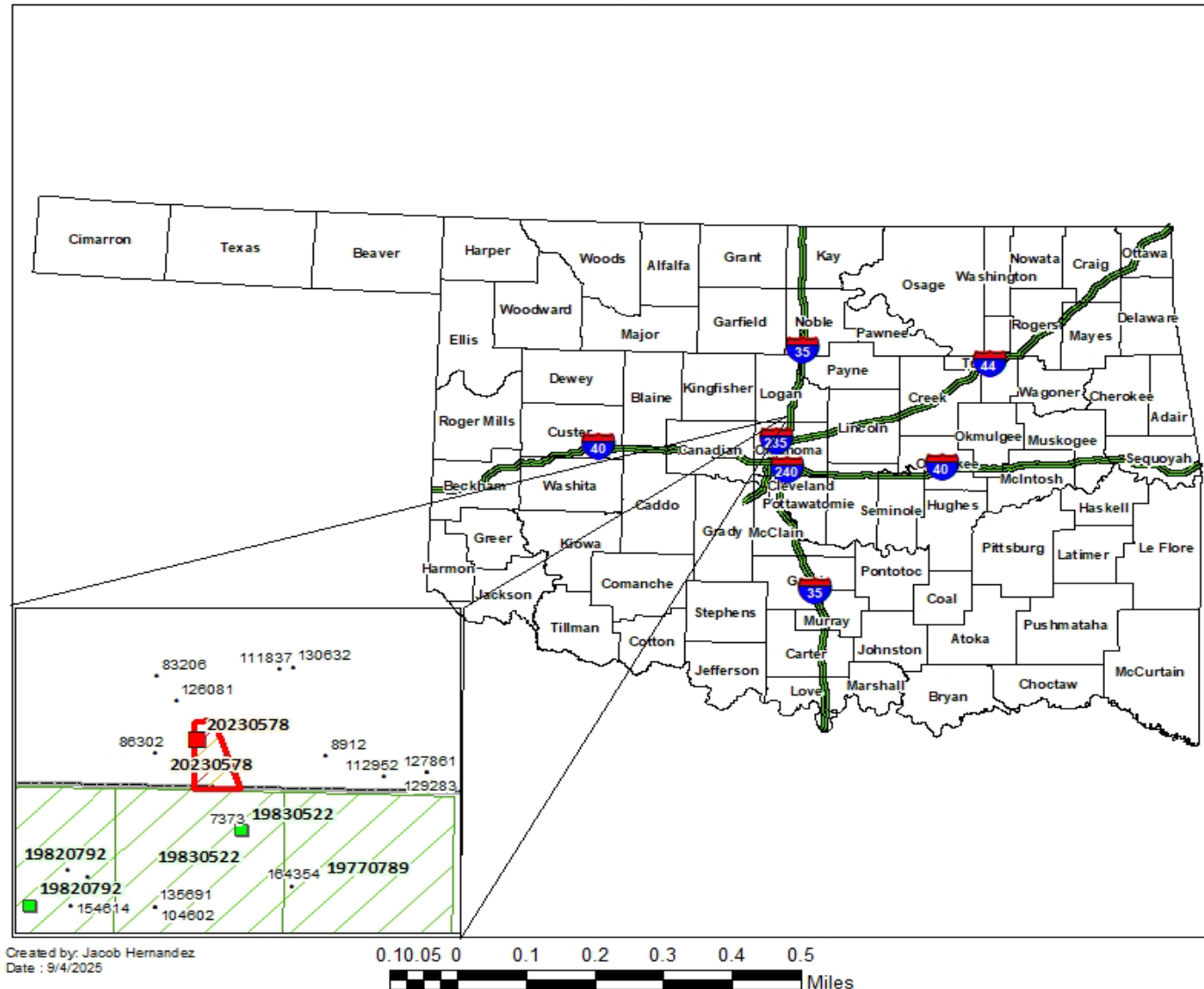
WATER RIGHTS ADMINISTRATION DIVISION
Application for a Limited Quantity Regular Groundwater Permit

September 16, 2025

NUMBER & DATE	COUNTY	NAME OF APPLICANT	RECOMMENDATION
2023-578 6/29/2023	Logan County	Halo Fury Operating, LLC	Approval for proposed order

Halo Fury Operating, LLC c/o April Dimiceli whose address is 409 W. Waterloo Rd. Edmond, OK 73025 has filed an application, #2023-578, with the Oklahoma Water Resources Board (Board) for a permit to use 6.82 acre-feet of groundwater per year. The groundwater is proposed to be used for agriculture (medical marijuana) purposes and to be withdrawn from 3.41 acres located in the SW SE of Section 35, T15N, R3WIM, Logan County. The groundwater will be used in Logan County as more specifically described in the application plat. The applicant intends to withdraw the groundwater from one (1) well located in the SW SW SE of Section 35, T15N, R3WIM, Logan County. The applicant gave proper Public Notice, the application was protested, and an administrative hearing was held on July 1, 2025. The Board concludes that the well exception request should be granted. The hearing examiner recommends approval of the application.

Groundwater Application: 2023-578 Halo Fury Operating, LLC, Logan County



Legend

- Counties
- Interstates

Inset Legend

- 2023-578 Well
- 2023-578 Dedicated Land
- OWRBGIS.WR_LT_Points**
- WATER, STATUS**
 - Groundwater, Active
 - Groundwater, Pending
- OWRBGIS.WR_LT_Lands**
- WATER, STATUS**
 - Groundwater, Active
 - Groundwater, Pending
- Counties
- Reported Well Logs

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

IN THE MATTER OF THE APPLICATION
OF HALO FURY OPERATING, LLC
TO USE GROUNDWATER IN
LOGAN COUNTY, OKLAHOMA

APPLICATION NO. 2023-0578

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

This proceeding arose from the Application for Groundwater Permit, by Halo Fury Operations, LLC (or "Applicant"), Application No. 2023-0578, for one existing well located in Logan County, Oklahoma. Protestants ("Protestants") who appeared for the hearing were: Mike Ridgell, Represented by attorney James Ferguson, George and Paula Ray, and Hani Kabariti. Applicant Halo Fury Operating, LLC appeared by and through its attorneys Tim Sowecke and Tyler Self, with their witness, Thomas Dimiceli testifying on behalf of Halo Fury Operating, LLC. The Protestants named Mark A. Wolff and Susan Wolff, who withdrew their protest by email dated June 19th, 2025, did not appear, and are hereby dismissed.

A hearing was held at the Oklahoma Water Resources Board ("Board") offices in Oklahoma City, Oklahoma on July 1st, 2025. After the hearing was adjourned, the matter was taken under advisement by the hearing examiner. A Proposed Order was prepared, served on the parties, and presented to the Board for consideration and action. Based upon the separately stated Findings of Fact and Conclusions of Law that follow, the Board determines that Application No. 2023-0578 should be granted as set forth below:

FINDINGS OF FACT

Upon its evaluation of the evidence and additional records and facts officially noticed in the record, the Board hereby makes the following Findings of Fact:

BACKGROUND OF APPLICATION

1. On or about June 28th, 2023, the Applicant applied for a Regular Groundwater Permit that authorizes the withdrawal of 6.82 acre-feet of groundwater per year from one existing (1) well of the Applicant. The land encompasses 3.41 acres located in the SW/4 SW4 SE/4 of Section 35, Township 15 North, Range 3, West of the Indian Meridian, Logan County, Oklahoma. The purpose of the requested use is for the agricultural indoor grow of Medical Marijuana. The land dedicated to the permit overlies the groundwater basin known as the Garber - Wellington Basin. The Board has approved a maximum annual yield for this basin and the amount of groundwater available to the Applicants is 2.0 (two) acre-feet per acre of dedicated land per year.

NOTICE OF APPLICATION AND PROTESTS

2. Board staff notified Applicants by letter dated May 9th, 2024, that the application had been reviewed and directed them to give notice of the application by certified mail to each surface owner within 1,320 feet of the outside boundary of each ten (10) acre-tract of wells covered by the application. The notice set a protest deadline of ten (10) days after receipt of notice. See OWRB Exhibit “3”.

3. Applicant filed with the Board an Affidavit of Notification, dated as signed on September 18th, 2024, stating the notification of the application occurred by certified mail, as supported by the documentation included in OWRB Exhibit No. “4”.

HEARING SUMMARY

4. The hearing was held on July 1st, 2025, as scheduled. Counsel for Applicant filed a Motion to Dismiss all Protestants based upon lack of standing on June 27th, 2025, and orally moved to Dismiss the Protestants at the beginning of the hearing. Counsel for Protestant Shirley Ann Ridgell requested a continuance of the hearing, having indicated the written copy of Applicant’s Motion had not yet received by him. The continuance was denied, and the Motion to Dismiss was taken under advisement. The hearing was opened, evidence and arguments were received, and the hearing was adjourned. The Hearing Examiner provided the Protestant Shirley Ann Ridgell’s counsel fifteen (15) days, as per OAC 785:4-5-7(b), the option to file a written response, if any, to the Motion to Dismiss Protestants for lack of standing. The following day counsel informed the Court they declined to file a response and would rest on their oral arguments in the hearing.

5. The admitted exhibits from the hearing were: Oklahoma Water Resources Board file consisting of Exhibit 1: Application, Exhibit 2: Ownership Documents, Exhibit 3: Notice of Application, Exhibit 4: Proof of Service; Exhibit 5: Protest Letters, Exhibit 6: Notice of Hearing and Green Cards, Exhibit 7: Entry of Appearance by Counsel for Applicant, and Exhibit 8: Entry of Appearance for Protestant Trustee Shirley Ridgell, Exhibit 9: Protest Withdrawal Letter of Mr. and Mrs. Wolff, Exhibit 10: Applicant’s Motion to Dismiss dated June 27, 2025, Exhibit 11: Attendance Sheet. The Applicant’s Exhibits were as follows: A-1: Google Earth Map of Applicant and Protestant Properties; A-2: Multi-Purpose Well Completion & Plugging Report, A-3: Effluent Limitations Monitoring Requirements; A-4: OAC 785:32-3-3 Well-Spacing Rule; A-5: Oklahoma Medical Authority License Certificates for Halo Fury Operating LLC; and A-6: Groundwater Well Inspections.

THE WELL IS ON LAND PROPERLY DEDICATED TO THE PERMIT

6. The Warranty Deed dated as signed on September 10th, 2020, and Groundwater Lease Agreement dated as signed on February 15, 2025, demonstrated that Applicant has the well on property that is properly and validly dedicated for the taking of groundwater for the permit application.

THE LAND OVERLIES A GROUNDWATER BASIN

7. The property dedicated to the permit overlies a groundwater basin known as the Garber-Wellington Basin. The Board has approved a maximum annual yield for this basin and the amount of groundwater available to the Applicant is 2.0 (two) acre-feet per acre of dedicated land per year.

BENEFICIAL USE: “LAWFUL PURPOSE” ELEMENT

8. Applicants propose to use the groundwater for the beneficial use of the agricultural indoor grow of Medical Marijuana. The undisputed evidence at the hearing presented by the Applicant was that Halo Fury Operating, LLC, is current and valid on its Oklahoma Medical Marijuana Authority licensure requirements. The Board finds it therefore meets the lawful purpose element for a beneficial agricultural use.

WASTE BY POLLUTION ELEMENT

9. There was no evidence that waste by pollution would likely occur or will likely occur. As a result, the findings of fact based upon the evidence indicate that it is more probable than not that no waste by pollution will occur.

WASTE BY DEPLETION ELEMENT

10. There was no evidence to indicate that Applicants' groundwater well use is, or will be, inefficient. There was no evidence of an indication that in the future the applicant would be likely take or use fresh groundwater without a permit, take more fresh groundwater than is authorized by the permit, or take or use fresh groundwater in any manner so that the water is lost by depletion for beneficial use.

THE WELL-SPACING EXCEPTION REQUEST IS PROPER

11. No evidence was shown that there would be a better location on the property owned by Applicants to justify the cost of placing a new well elsewhere. Therefore, it is found that a disallowance of a location exception would result in an inequitable or unreasonable result, and the well-spacing exception request that was made pursuant to OAC 785:30-3-6 should be granted by the Board.

STANDING OF THE PROTESTANTS AND APPLICANT'S MOTION TO DISMISS

12. Applicant Halo Fury Operating, LLC, on June 27th, 2025 filed a Motion to Dismiss all Protestants as parties to the case for lack of standing, as articulated in Paragraph 4. Counsel for the Protestant Trustee Shirley Ridgell informed the Court on July 2nd, 2025 that he did not plan to file a written response to the Motion and stands on the oral arguments in objection to the Motion at the hearing that was held. The parties were notified of their respective burdens of proof and applicable legal standards in the Notice of Hearing dated March 20th, 2025. This included for the Protestants in Paragraph 4 (four) notice that proper proof of legal standing is part of the elements for proof pursuant to OAC 785:4-5-4 for them to become legally recognized as parties to the case.

12.1 The Board has found and determined based upon the evidence on the merits that Applicant has met its burden of proof for their respective elements, as articulated above. Regardless, a ruling on motions presented to the Court is necessary, pursuant to OAC 785:4-5-7(d). Based up on the testimony and Protest letters filed herein, the evidence showed the following well information for the Protestants: (1) Hani Kabariti testified that he did not currently have a well existing on his property, and the hearing evidence indicated his property is outside of the well-spacing distance of 1,320 feet; (2) Shirley Ridgell has a well that is outside of the 1,320 feet from the Applicant's; (3) Paula and George Ray have a well within the distance of 1,320 from Applicant's well. The distance of 1,320 feet from Applicant's well to each Protestant's well is relevant to Protestants' standing in terms of any well-spacing issue arguments, because the Garber-Wellington Basin is a bedrock groundwater basin where the maximum annual yield has been determined,

and it sets the 1,320 feet of distance from an Applicant's well to a Protestant's well as a physical delineation under the "well-spacing rule", OAC 785:30-3-6(a)(1).

12.2 The arguments relating to the concerns for general depletion of an aquifer that were made by Protestants do not relate to an actual or threatened injury for which relief can be granted, since the stated purpose of Oklahoma Groundwater Law is to promote the reasonable development and use of the groundwater resources by overlying landowners. 82 O.S. § 1020.2(A). As written, the law contemplates the eventual depletion of the groundwater resources, and "the use or nonuse by one landowner neither decreases nor increases the proportionate share of another." OWRB v. Texas County Irr. And Water Resources Ass'n, Inc. 1984 OK 96, ¶ 7, 711 P.2d 38.

12.3 It is found that all of the Protestants who filed a letter of objection did not demonstrate with specific information to show how approval of the application would directly and adversely affect legally protected interests for which relief can be granted under applicable Oklahoma Water Law, pursuant to the standing requirements set by OAC 785:4-5-4(b). Applicant's Motion to Dismiss is sustained to the extent it dismisses the Protestants' asserted interest to be characterized as *parties* with legal standing in relation to this Application.

CONCLUSIONS OF LAW

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

LAW APPLICABLE TO USE OF GROUNDWATER GENERALLY

13. Under Title 60 O.S. § 60, the owner of the surface of a given tract of land owns the fresh groundwater beneath the surface of that land. That surface owner, or a lessee of the surface owner, may use such groundwater in accordance with the use regulations imposed by the Oklahoma Groundwater Law, Title 82, Oklahoma Statutes. As written, the law contemplates the eventual depletion of the groundwater resources, and "the use or nonuse by one landowner neither decreases nor increases the proportionate share of another." OWRB v. Texas County Irr. And Water Resources Ass'n, Inc., 1984 OK 96, ¶ 7, 711 P.2d 38.

SUBJECT MATTER JURISDICTION

14. The Board has subject matter jurisdiction to adjudicate applications for use of groundwater according to the Oklahoma Groundwater Law and the Board's rules promulgated pursuant thereto.

PERSONAL JURISDICTION AND DUE PROCESS

15. Due and proper notice of this proceeding was given to all potentially interested persons as required by law. The Applicant and the Protestants of record have been afforded due process of law and an adequate opportunity to be heard.

GROUNDWATER LAW: ELEMENTS TO BE DETERMINED

16. When a person makes an application for new groundwater permit, OAC 785:30-3-5 in this context, the rules require the Board to determine several specific issues. These are:

- a. The applicant owns the surface of the dedicated land or has a valid lease or other legal authority for the taking of groundwater from the land;
- b. The dedicated land overlies a fresh groundwater basin or sub-basin.
- c. The use to which the Applicant intends to put the water is a beneficial use. Defined by OAC 785:30-1-2, a beneficial use is “the use of such quantity of stream or groundwater when reasonable intelligence and reasonable diligence are exercised in its application for a lawful purpose and as is economically necessary for that purpose. Beneficial uses include but are not limited to municipal, industrial, agricultural, irrigation, recreation, fish and wildlife, etc.”
- d. Waste by depletion and waste by pollution as defined by 82 O.S. § 1020.15 will not occur.
- e. If the new or proposed well site location is inside of the well-spacing requirements, whether drilling or completing the well at a location within the well-spacing requirements would be inequitable or unreasonable. OAC 785:30-3-6.

If the Board finds for the Applicant on all these issues according to OAC 785:30-3-5, the rule provides that the Board shall approve the application.

EVIDENCE OF VALID OWNERSHIP FOR THE WELL LAND
DEDICATED TO THE PERMIT WAS PROPERLY ESTABLISHED

17. The Board finds that Applicants have provided sufficient proof of ownership and rights showing that the land is dedicated to the location being sought to be permitted.

LAND OVERLIES A GROUNDWATER BASIN

18. Based upon the submitted evidence, the Board concludes that the property dedicated to the permit overlies a groundwater basin known as the Garber-Wellington Basin. The Board has approved a maximum annual yield for this basin and the amount of groundwater available to Applicants is 2.0 (two) acre-feet per acre of dedicated land per year.

BENEFICIAL USE FOR LEGAL PURPOSES WAS ESTABLISHED

19. The Board adopts and incorporates the reasons provided in paragraph 8 and concludes that the Applicants met the requirements for the beneficial use of groundwater.

NO WASTE BY POLLUTION SHOWN TO BE LIKELY TO OCCUR

20. The Groundwater Law and Board rules provide that the Board must determine whether Applicant will allow waste by pollution as specified by OAC 785:30-3-5 to occur.

21. For the reasons set forth in Paragraph 9, the Board concludes that Applicants will not commit waste by pollution as described in 82 O.S. § 1020.15 and OAC 785:30-3-5 by using the requested permit.

NO WASTE BY DEPLETION

22. The Groundwater Law and Board rules provide that the Board must determine whether Applicant will allow waste by depletion as specified by OAC 785:30-3-5 and 82 O.S. § 1020.15 to occur.

23. The Board acknowledges Protestants' important public concerns about the groundwater supply in the area and that the use of groundwater could potentially be adversely affected by neighboring uses of groundwater from the same basin. However, there is no basis in this case to determine that Applicant's proposed use will be impermissible or unlawful. The stated purpose of Oklahoma Groundwater Law is to promote the reasonable development and use of the groundwater resources by overlying landowners. 82 O.S. § 1020.2(A). As written, the law contemplates the eventual depletion of the groundwater resources, and "the use or nonuse by one landowner neither decreases nor increases the proportionate share of another." OWRB v. Texas County Irr. And Water Resources Ass'n, Inc. 1984 OK 96, ¶ 7, 711 P.2d 38.

24. Based upon the Findings of Fact in paragraph 10, the Board concludes that Applicants will not commit waste by depletion as described in 82 O.S. § 1020.15 and OAC Title 785:30-3-5 by using the requested permit.

A WELL-SPACING EXCEPTION IS PROPER

25. OAC 785:30-3-6(a)(1) requires the Board to examine whether disallowing a well-spacing exception would be unreasonable or inequitable.

26. For the reasons set forth in Paragraph 11, the Board concludes that the applicable well-spacing exception should be granted.

ULTIMATE CONCLUSION

27. Based on the Findings of Fact and Conclusions of Law above, the Board concludes Regular Groundwater permit with a well-spacing exception shall be granted.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the application for a new Regular Groundwater Permit No. 2023-0578, with a well-spacing exception, in the name of Halo Fury Operating, LLC, is hereby granted.

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

IT IS SO ORDERED by the Oklahoma Water Resources Board in regular and open meeting this _____ day of _____, 2025.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Vice Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

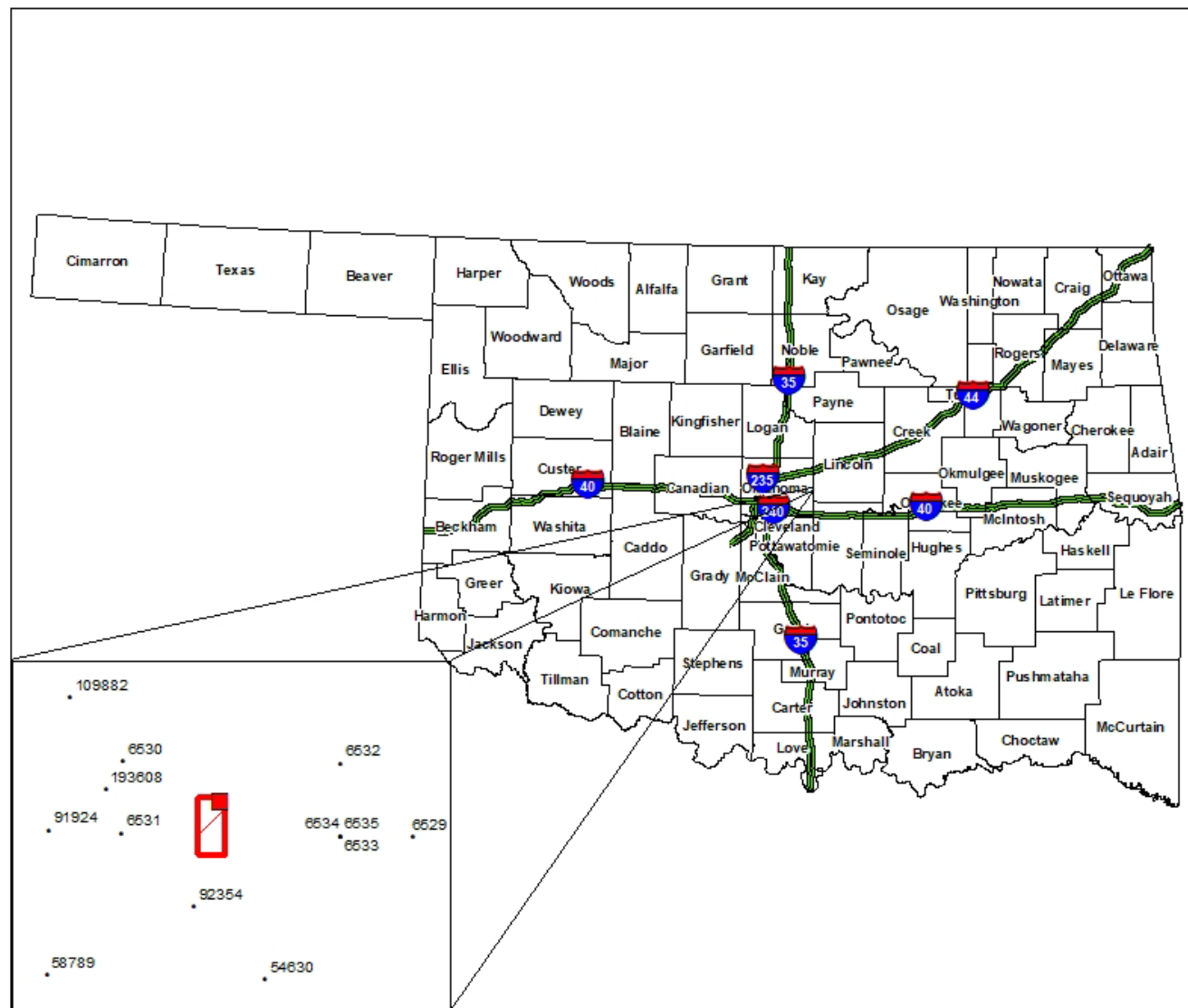
WATER RIGHTS ADMINISTRATION DIVISION
Application for a Limited Quantity Regular Groundwater Permit

September 16, 2025

NUMBER & DATE	COUNTY	NAME OF APPLICANT	RECOMMENDATION
2023-687 12/22/2023	Oklahoma County	Sundance Adventures, LLC	Approval for proposed order

Notice is given by Sundance Adventures, LLC c/o Elizabeth Regan of 7146 N. Harrah Road, Harrah, OK 73045 has filed an application, #2023-687, with the Oklahoma Water Resources Board (Board) for a permit to use 6.06 acre-feet of groundwater per year. The groundwater is proposed to be used for agriculture (medical marijuana) purposes and to be withdrawn from 3.03 acres located in the NE NW SW of Section 1, T12N, R1EIM, Oklahoma County. The groundwater will be used in Oklahoma County as more specifically described in the application plat. The applicant intends to withdraw the groundwater from one (1) well located in the NE NW SW of Section 1, T12N, R1EIM, Oklahoma County. The applicant gave proper Public Notice. The application was protested and an administrative hearing was held on July 22, 2025. The Board concludes that the well exception request should be granted. The hearing examiner recommends approval of the application.

Groundwater Application: Permit #2023-687 Sundance Adventures, LLC, Oklahoma County



Legend

- Counties
- Interstates

Inset Legend

- 2023-687 Well
- 2023-687 Dedicated Lands
- Reported Well Logs
- Counties

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

IN THE MATTER OF THE APPLICATION
OF SUNDANCE ADVENTURES, LLC
TO USE GROUNDWATER IN
OKLAHOMA COUNTY, OKLAHOMA

APPLICATION NO. 2023-0687

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

A hearing was held at the Board offices in Oklahoma City, Oklahoma on July 22, 2025. After the hearing was adjourned, the matter was taken under advisement by the hearing examiner. A Proposed Order was prepared, served on the parties, and presented to the Board for consideration and action. Based upon the separately stated Findings of Fact and Conclusions of Law that follow, the Board determines that Application No. 2023-0687 should be granted as set forth below.

This proceeding arose from the Application for a Groundwater Permit, by Sundance Adventures, LLC (or "Applicant"), No. 2023-0687 for an existing groundwater well in Oklahoma County, Oklahoma. Protestants ("Protestants") who appeared for the hearing were: Dana McEntire, Glenn and Mary Chartney, Melvin and Martha Marler, Kevin and Lori Walker, Robert and Tammy Jo Orr, and Deborah Orr. Applicant Sundance Adventures, LLC appeared by and through its attorneys John M. Hickey and Bryan Nowlin, their client, Elizabeth Regan, and their expert witness, Matthew Coe, a registered professional engineer and a hydrologist.

FINDINGS OF FACT

Upon its evaluation of the evidence and additional records and facts officially noticed in the record, the Board hereby makes the following Findings of Fact:

BACKGROUND OF THE APPLICATION

1. On or about December 28, 2023, the Applicant applied for a Regular Groundwater Permit that authorizes the use of 6.06 acre-feet of groundwater per year from one existing (1) well located on the dedicated land owned/leased by the Applicant. The land dedicated to this permit encompasses 3.03 acres located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 1, Township 12 North, Range 1, East of the Indian Meridian, Oklahoma County, Oklahoma. The purpose of the requested use is for the agricultural indoor grow of Medical Marijuana. The land dedicated to the permit overlies the groundwater basin known as the Garber-Wellington groundwater basin. The Board has approved a maximum annual yield for this basin, and the amount of groundwater available to the Applicants is 2.0 acre-feet of groundwater per acre of dedicated land per year.

NOTICE OF APPLICATION AND PROTESTS

2. Board staff notified Applicants by letter dated May 20, 2024, that the application had been reviewed and directed them to give notice of the application by certified mail to each surface owner within 1,320 feet of the outside boundary of each 10-acre-tract of wells covered by the application. The notice set a protest deadline of 10 days after the receipt of notice. See OWRB Exhibit 3.

3. Applicant filed with the Board an Affidavit of Notification by Certified Mail, dated as received on August 12th, 2024, stating the notification of the application occurred by certified mail, as supported by the documentation included in OWRB Exhibit No. 4. Notice of the Application is found to be proper.

HEARING SUMMARY

4. The hearing was held on July 22, 2025, as scheduled. The hearing was opened, evidence and arguments were received, and the hearing was adjourned. Protestant Kevin Walker made a verbal request at the beginning of the hearing, for it to be reset for another date, indicating that he did not understand that the matter was a formal hearing proceeding, and stated he and the others wanted to have more time to obtain legal counsel. The attorney for Sundance Adventures, LLC, objected to the verbal motion or request for continuance. The impromptu continuance request made at the hearing was not timely, nor expected. The request to continue was denied. The basis of disallowing the continuance request or motion was within the context of the following determined facts contained in the application file:

- a. Sundance Adventures, LLC, and their legal counsel from their law firm based out of Tulsa, Oklahoma, appeared and were ready to proceed with the hearing. Particularly, they additionally had with them their expert witness, Matthew Coe, a licensed professional engineer and a hydrologist, who was present and ready to testify.
- b. The records show that Sundance Adventures, LLC, filed its Application with the OWRB nearly two years prior, on December 28, 2023. The Application was deemed complete by the OWRB on or about May 20, 2024, and as stated above, the Affidavit of Notification by Applicant occurred on or about August 12, 2024.
- c. Advance notice of the hearing that was docketed for July 22, 2025, had itself provided a relatively long period of time for the parties to prepare accordingly for their hearing appearances, and a copy of it is contained as OWRB Exhibit No. 7. The Hearing Notice's Certificate of Mailing shows it was mailed out on or about May 9, 2025 to the Protestants at least two months prior to the hearing. The Protestant who raised the request for a continuance is shown to have received his notice of hearing on May 15, 2025, according to the green card that was returned to OWRB.
- d. The hearing notice dated May 9, 2025, contained specific details of the legal scope of issues and burdens of proof, including with it relevant legal citations. It unmistakably identifies the scheduled event as a hearing, using the word "hearing" approximately 25 times, and that interested parties may appear personally or by an attorney.

4.5 The Protestants Richard Lee Carter, Nancy Clay, Bobby Dwayne McIntire, James K. Armstrong, Cindy Jones, Johnny and Mary Rostykus, Winding Creek Development, LLC and its attorney, Matthew Griffith, did not appear for the hearing, according to the attendance sheet. They have defaulted and abandoned any interests pursuant to Oklahoma Administrative Code ("OAC") 785:4-7-3(c).

5. The admitted exhibits from the hearing were: Oklahoma Water Resources Board application file consisting of Exhibit 1: Application, Exhibit 2: Ownership Documents, Exhibit 3: Notice of Application, Exhibit 4: Proof of Service, Exhibit 5: Licenses and Certificates, Exhibit 6: Protest, Exhibit 7: Notice of Hearing, and Exhibit 8: Applicant's Attorney Entry of Appearance, Exhibit 9: Protestant's Attorney Entry of Appearance, Exhibit 10: Attendance Sheet. The Applicant's Exhibits were as follows: Exhibit 5: Groundwater Lease and Lease Agreement, Exhibit 6: Garber-Wellington Hydrologic Survey and simulation of water available in Storage Staff Report 2019, Exhibit 7: Drawdown Calculation – Values from Report at Full AFY, Exhibit 8: Drawdown Calculation from Report at Current, and Exhibit 9, Water Permit Usage Information. No Protestants to the Application offered any hearing exhibits for evidence.

APPLICANT'S WELL IS ON LAND PROPERLY DEDICATED TO THE PERMIT

6. The uncontroverted evidence shown by Applicant's properly executed Groundwater Lease filed on March 17, 2025 with the Oklahoma County Clerk, and a Lease Agreement dated as signed on May 2, 2023, both found in Applicant's Exhibit No. 5, along with the testimony of Elizabeth Regan, showed that the land dedicated to the permit application is properly leased to the Applicant.

THE LAND OVERLIES A GROUNDWATER BASIN

7. The property dedicated to the permit overlies a groundwater basin known as the Garber-Wellington groundwater basin. The Board has approved a maximum annual yield for this basin, and the amount of groundwater available to the Applicant is 2.0 acre-feet per acre of dedicated land per year.

BENEFICIAL USE: "LAWFUL PURPOSE" ELEMENT

8. Applicant proposes to permit the beneficial use of the agricultural indoor grow of Medical Marijuana. The undisputed evidence at the hearing presented by the Applicant was that Sundance Adventures, LLC, is current and valid on its Oklahoma Medical Marijuana Authority licensure requirements. The Board finds it therefore meets the lawful purpose element for a beneficial agricultural use.

WASTE BY POLLUTION ELEMENT

9. There was no evidence that waste by pollution, as defined by 82 O.S. §1020.15 would be likely to occur or will likely occur. As a result, the findings of fact based upon the evidence indicate that it is more probable than not that no waste by pollution will occur.

WASTE BY DEPLETION ELEMENT

10. There was no evidence to indicate that Applicants' groundwater well use will take or use groundwater in a manner that would cause the water to be lost by depletion for the proposed beneficial use. Applicant's expert witness, Matthew Coe, a licensed professional engineer testified that this particular

medical marijuana indoor grow facility is more water efficient than others he has seen. There was no evidence that the Applicant would more likely than not take or use fresh groundwater without a permit, or take more fresh groundwater than is authorized by the permit.

10.5 The statute found in 82 O.S. §1020.15 does not authorize the Board to deny a permit because neighbors predict aquifer depletion, speculate about contamination, or fear economic loss. The Oklahoma Legislature addressed long-term aquifer effects by capping every landowner's annual right at two acre-feet per acre of dedicated land (unless a local election chooses less) for unstudied basins and a scientifically set amount for studied basins like this one (the maximum annual yield and equal proportionate share), and by delegating water-quality enforcement to other agencies (e.g., Oklahoma Department of Environmental Quality ("ODEQ") for discharges). When withdrawals stay inside the equal-proportionate share, the fact that a Protestant's well *might* produce less water is immaterial. As written, the law contemplates the eventual depletion of the groundwater resources, and "the use or nonuse by one landowner neither decreases nor increases the proportionate share of another." OWRB v. Texas County Irr. And Water Resources Ass'n, Inc., 1984 OK 96, ¶ 7, 711 P.2d 38. Therefore, based upon the evidence it is found that the Applicant met this element.

THE WELL-SPACING EXCEPTION REQUEST IS PROPER

11. No evidence was shown to contradict the testimony from Applicant's expert witness, Matthew Coe, a registered professional engineer and a hydrologist, nor from the Applicant's well-spacing request in Applicant's Exhibit 4, that there would be a better location on the Applicant's leased property area for constructing a new well. Therefore, it is found that a disallowance of a location exception would result in an inequitable or unreasonable result, and the well-spacing exception request that was made pursuant to 82 O.S. 1020.18 and OAC 785:30-3-6 should be granted by the Board.

CONCLUSIONS OF LAW

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

LAW APPLICABLE TO USE OF GROUNDWATER GENERALLY

12. Under Title 60 O.S. § 60, the owner of the surface of a given tract of land owns the fresh groundwater beneath the surface of that land. That surface owner, or a lessee of the surface owner, may use such groundwater in accordance with the use regulations imposed by the Oklahoma Groundwater Law, Title 82, Oklahoma Statutes. As written, the law contemplates the eventual depletion of the groundwater resources, and "the use or nonuse by one landowner neither decreases nor increases the proportionate share of another." OWRB v. Texas County Irr. And Water Resources Ass'n, Inc., 1984 OK 96, ¶ 7, 711 P.2d 38.

12.5 All evidence presented at a hearing before the OWRB must be "relevant and material to the subject matter of the application and hearing. Evidence and testimony which is clearly irrelevant, immaterial, incompetent or unduly repetitions or cumulative may be excluded or limited." OAC 785:4-7-5.

SUBJECT MATTER JURISDICTION

13. The Board has subject matter jurisdiction to adjudicate applications for use of groundwater according to the Oklahoma Groundwater Law and the Board's rules promulgated pursuant thereto.

PERSONAL JURISDICTION AND DUE PROCESS

14. Due and proper notice of this proceeding was given to all potentially interested persons as required by law. The Applicant and the Protestants of record have been afforded due process of law and an adequate opportunity to be heard.

GROUNDWATER LAW: ELEMENTS TO BE DETERMINED

15. When a person makes an application for new groundwater permit, OAC 785:30-3-5 in this context, the rules require the Board to determine several specific issues. If the Board finds for the Applicant on all these issues according to OAC 785:30-3-5, the rule provides that the Board *shall* approve the application. These are:

- a. The applicant owns the surface of the dedicated land or has a valid lease or other legal authority for the taking of groundwater from the land;
- b. The dedicated land overlies a fresh groundwater basin or subbasin.
- c. The use to which the Applicant intends to put the water is a beneficial use. Defined by OAC 785:30-1-2, a beneficial use is "the use of such quantity of stream or groundwater when reasonable intelligence and reasonable diligence are exercised in its application for a lawful purpose and as is economically necessary for that purpose. Beneficial uses include but are not limited to municipal, industrial, agricultural, irrigation, recreation, fish and wildlife, etc."
- d. Waste by depletion and waste by pollution as defined by 82 O.S. §1020.15 will not occur.
- e. If the new or proposed well site location is inside of the well-spacing requirements, whether drilling or completing the well at a location within the well-spacing requirements would be inequitable or unreasonable. OAC 785:30-3-6.

15.5 Regarding some of the Protestants' expressed desire to require a mandatory statement by the Applicant that guarantees they will not exceed the permitted amount or impact the wells of others, no such requirement by applicable law exists. Likewise, there is also no mandatory water metering requirement established by Oklahoma law for obtaining a groundwater permit. The permit itself, however, is the administrative means by which the OWRB is empowered with authority to automatically expect to receive annual water use reports. "Holders of permits shall be required to report to the Oklahoma Water Resources Board annually their use of water pursuant to their permits. Willful failure to report annual usage may result in cancellation of the permit by the Board upon proper notice and hearing as provided in the Administrative Procedures Act." 82 O.S. § 1020.12(A.) *See also*, OAC 785:30-5-9.

EVIDENCE OF VALID LEASE RIGHTS FOR THE WELL BEING ON LAND DEDICATED TO THE PERMIT WAS PROPERLY ESTABLISHED

16. The Board finds that Applicants have provided sufficient proof of lease rights in the form of a Groundwater Lease filed with the Oklahoma County Clerk, dated March 17, 2025, and a Lease Agreement dated April 1, 2021, in Applicant's Exhibit 5. The land is found to be properly dedicated to the location being sought to be permitted.

THE LAND OVERLIES A GROUNDWATER BASIN

17. Based upon the submitted evidence, the Board concludes that the property dedicated to the permit overlies a groundwater basin known as the Garber-Wellington groundwater basin. The Board has approved a maximum annual yield for this basin and the amount of groundwater available to Applicants is 2.0 acre-feet per acre of dedicated land, per year.

THE BENEFICIAL USE FOR LEGAL PURPOSES WAS ESTABLISHED

18. The Board adopts and incorporates the reasons provided in paragraph 8 and concludes that the Applicants met the requirements for the beneficial use of groundwater.

NO WASTE BY POLLUTION WAS SHOWN TO BE LIKELY TO OCCUR

19. The Groundwater Law and Board rules provide that the Board must determine whether Applicant will allow waste by pollution as specified by OAC 785:30-3-5 to occur. Aesthetic concerns about visual, auditory, or smell issues from an area used by an applicant for groundwater are also *not* elements of “waste” and are not within the narrow agency jurisdiction of the Oklahoma Water Resources Board to address for the approval of a groundwater permit.

20. For the reasons set forth in Paragraph 9, the Board concludes that Applicants will not commit waste by pollution as described in 82 O.S. § 1020.15 and OAC 785:30-3-5 by using the requested permit.

NO WASTE BY DEPLETION WAS SHOWN TO BE LIKELY TO OCCUR

21. The Groundwater Law and Board rules provide that the Board must determine whether the Applicant will allow waste by depletion to occur, as specified by OAC 785:30-3-5 and 82 O.S. § 1020.15.

22. The Board acknowledges Protestants’ important public concerns about the groundwater supply in the area and that the use of groundwater could potentially be adversely affected by neighboring uses of groundwater from the same basin. However, there is no basis in this case to determine that Applicant’s proposed use will be impermissible or unlawful. The stated purpose of Oklahoma Groundwater Law is to promote the reasonable development and use of the groundwater resources by overlying landowners. 82 O.S. § 1020.2(A). As written, the law contemplates the eventual depletion of the groundwater resources, and “the use or nonuse by one landowner neither decreases nor increases the proportionate share of another.” OWRB v. Texas County Irr. And Water Resources Ass’n, Inc., 1984 OK 96, ¶ 7, 711 P.2d 38.

23. Based upon the Findings of Fact in paragraph 10, the Board concludes that Applicant will not commit waste by depletion as described in 82 O.S. § 1020.15, and OAC 785:30-3-5, by using the requested permit.

A WELL-SPACING EXCEPTION IS PROPER

24. 82 O.S. §1020.18 and OAC 785:30-3-6(a)(1) require the Board to examine whether disallowing a well-spacing exception would be unreasonable or inequitable.

25. For the reasons set forth in Paragraph 11, the Board concludes that the applicable well-spacing exception should be granted.

ULTIMATE CONCLUSION

26. Based on the Findings of Fact and Conclusions of Law above, the Board concludes a Regular Groundwater permit with a well-spacing exception shall be granted.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the application for a new Regular Groundwater Permit No. 2023-0687, with a well-spacing exception, in the name of Sundance Adventures, LLC, is hereby granted.

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

IT IS SO ORDERED by the Oklahoma Water Resources Board in regular and open meeting this _____ day of _____, 2025.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Vice Chairman

ATTEST:

Suzanne Landess, Secretary
(SEAL)

WATER RIGHTS ADMINISTRATION DIVISION
Application for a Limited Quantity Regular Groundwater Permit

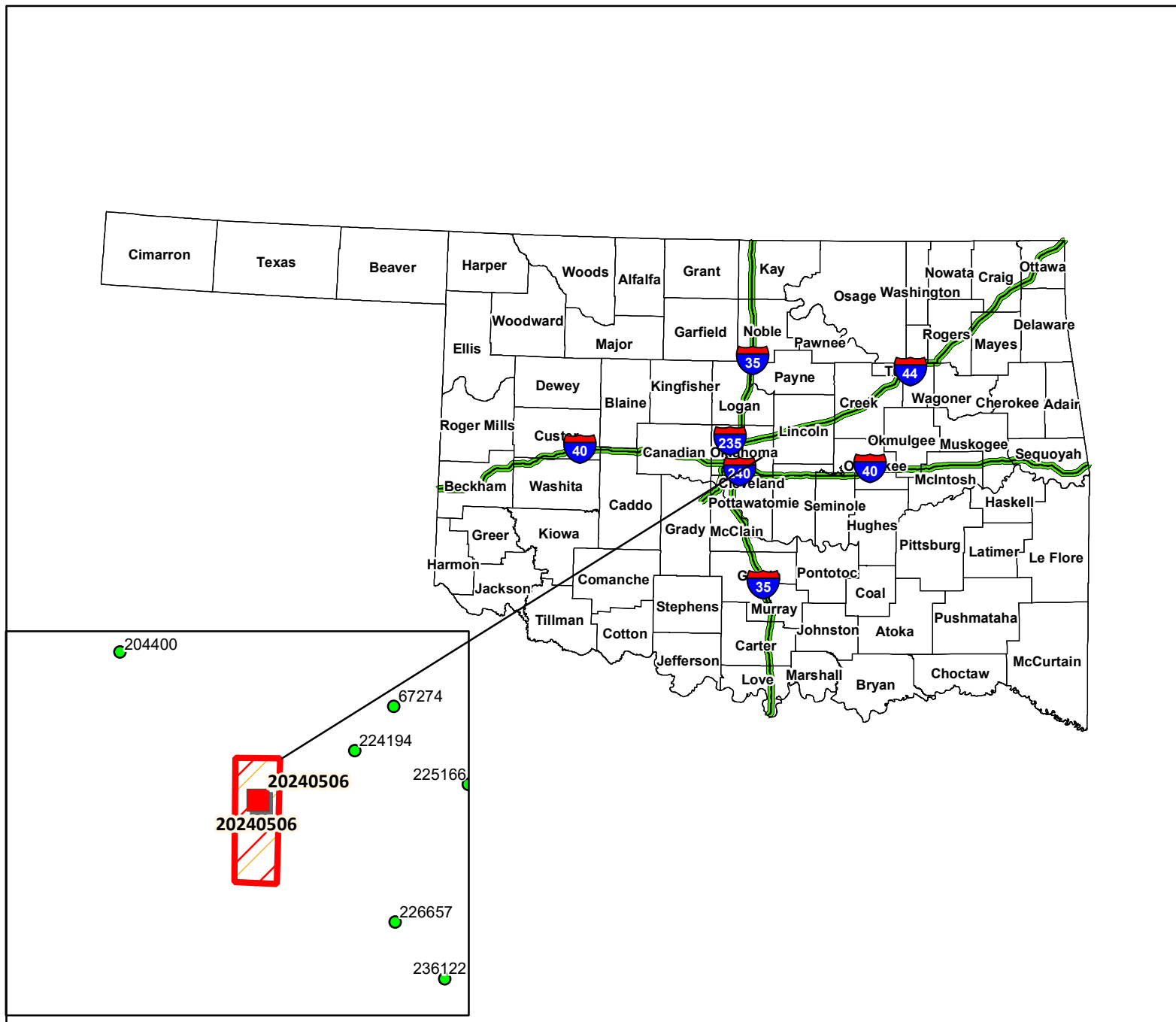
September 16, 2025

NUMBER & DATE	COUNTY	NAME OF APPLICANT	RECOMMENDATION
2024-506 1/10/2024	Oklahoma County	TL Management, LLC	Approval for proposed order

Notice is given by TL Management, LLC c/o Beatriz Reyna of 1201 SE 23rd Street, Oklahoma City, OK 73129 has filed an application, #2024-506, with the Oklahoma Water Resources Board (Board) for a permit to use eight (8) acre-feet of groundwater per year. The groundwater is proposed to be used for agriculture (medical marijuana cultivation) purposes and to be withdrawn from 4 acres located in the W2 NE NE of Section 19, T12N, R1WIM, Oklahoma County. The groundwater will be used in Oklahoma County as more specifically described in the application plat. The applicant intends to withdraw the groundwater from one (1) well located in the NW NE NE of Section 19, T12N, R1WIM, Oklahoma County. The applicant gave proper Public Notice. The application was protested and an administrative hearing was held on July 24, 2025. The Board concludes that the well exception request should be granted. The hearing examiner recommends approval of the application.

Groundwater Application: Permit #20240506

TL Managemen LLC- Oklahoma County



Legend

Counties

Interstates

Interstates

Insert Legend

20240506 Dedicated Land

20240506 Existing Well to be Permitted

Groundwater Wells

Reported Well Logs

Counties

State Boundary

Groundwater, Pending

Groundwater, Pending

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

IN THE MATTER OF THE APPLICATION
OF TL MANAGEMENT, LLC
TO USE GROUNDWATER IN
OKLAHOMA COUNTY, OKLAHOMA

Application No. 2024-0506

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

A hearing on the merits was held at the Board offices in Oklahoma City, Oklahoma on July 24, 2025. After the hearing was adjourned, the matter was taken under advisement by the hearing examiner. A Proposed Order was prepared, served on the parties, and presented to the Board for consideration and action. Based upon the separately stated Findings of Fact and Conclusions of Law that follow, the Board determines that Application No. 2024-0506 should be granted as set forth below.

This proceeding arose from the Application for a Groundwater Permit, by TL Management, LLC (or “Applicant”), No. 2024-0506 for an existing groundwater well in Oklahoma County, Oklahoma. Persons who had filed letters in objection to the Application were Aretha Cole, Gerald Burton, Elmer and Davondra Owens, Oliver Van, Mary Haywood Metcalf, and Rosyln Burton, Marie Burton, Tamara Jennings, Kent Eldridge, Mae Jackson, William Harper, and George H. Smith, as Mayor of Forest Park. Of those, the Protestants (“Protestants”) of record who appeared for the hearing on July 24, 2025 were: Marie Burton, Tamara Jennings, Kent Eldridge, Mae Jackson, William and Lorna Harper, and George H. Smith, as Mayor of Forest Park. The Applicant, TL Management, LLC, appeared by and through its attorney, Nathaniel F. Raddatz, with Beatriz Reyna, co-owner of TL Management, LLC and owner of Trichome Labs, LLC.

FINDINGS OF FACT

Upon its evaluation of the evidence and additional records and facts officially noticed in the record, the Board hereby makes the following Findings of Fact:

BACKGROUND OF THE APPLICATION

1. On or about January 10, 2024, the Applicant applied for a Regular Groundwater Permit from one well of the Applicant. The land encompasses 4 acres located in the W ½ NE ¼ NE ¼ of Section 19, Township 12 North, Range 1, West of the Indian Meridian, Oklahoma County, Oklahoma. The purpose of the requested use is for the agricultural indoor grow of Medical Marijuana. The land dedicated to the permit overlies the groundwater basin known as the Garber-Wellington Groundwater Basin. The Board has approved a maximum annual yield for this basin, and the amount of groundwater available to the Applicants is 2.0 acre-feet per acre of dedicated land per year, and Applicant’s request is for half of that amount.

NOTICE OF THE APPLICATION AND PROTESTS

2. Board staff notified Applicants by letter dated April 1, 2024, that the application had been reviewed and directed them to give notice of the application by certified mail to each surface owner within 1,320 feet of the outside boundary of each 10 acre-tract of wells covered by the application. The notice set a protest deadline of 10 days after the receipt of notice. See OWRB Exhibit “3”.

3. Applicant filed with the Board an Affidavit of Notification by Certified Mail, dated as received on December 19, 2024, stating the notification of the application occurred by certified mail, as supported by the documentation included in OWRB Exhibit No. 4. Therefore, notice of the Application is found to be proper.

HEARING SUMMARY

4. The hearing was held on July 24, 2025, which was preceded by a pre-hearing conference held on May 28, 2025. The hearing was opened, evidence and arguments were received, and the hearing was adjourned. Protestants Aretha Cole, Gerald Burton, Elmer and Davondra Owens, Oliver Van, Mary Haywood Metcalf, and Rosyln Burton did not appear for the hearing on July 24th, 2025, according to the attendance sheet, and as a result have defaulted and abandoned any interests pursuant to Oklahoma Administrative Code ("OAC") 785:4-7-3(c).

5. The admitted exhibits from the hearing were: Oklahoma Water Resources Board application file consisting of Exhibit 1: Application, Exhibit 2: Ownership Documents, Exhibit 3: Notice of Application, Exhibit 4: Proof of Service, Exhibit 5: Originally supplied Oklahoma Medical Marijuana Authority (“OMMA”) Commercial Grower Certificate, License Number GAAA-7B41-SEOB, with expiration date of February 15, 2024, Exhibit 6: Protests, Exhibit 7: Notice of Hearing, Exhibit 8: Applicant’s Attorney Entry of Appearance, Exhibit 9: Pre-hearing Conference Order, Exhibit 10: Attendance Sheet. The Applicant’s Exhibits were as follows: Exhibit 1: OWRB Long Term Permits and Applications document, Exhibit 2: Oklahoma Bureau of Narcotics and Dangerous Drugs Control Certificate, Registration No. 10005675, Exhibit 3: OMMA Renewal Update document, and Exhibit 4, OMMA Commercial Grower License, License Number GAAI-7B41-SEOB, with expiration date of October 18, 2025.

APPLICANT’S WELL IS ON LAND PROPERLY DEDICATED TO THE PERMIT

6. The evidence shown by Applicant’s properly executed Warranty Deed filed on April 21, 2023 with the Oklahoma County Clerk, evidences that the land dedicated to the groundwater permit application demonstrates properly that it is owned by the Applicant, TL Management, LLC. See OWRB Exhibit 2.

THE LAND OVERLIES A GROUNDWATER BASIN

7. The property dedicated to the permit overlies a groundwater basin known as the Garber-Wellington Groundwater Basin. The Board has approved a maximum annual yield for this

basin, and the amount of groundwater available to the Applicant is 2.0 acre-feet per acre of dedicated land per year.

BENEFICIAL USE ELEMENT WAS MET BY APPLICANT

8. As defined by OAC 785:30-1-2, "Beneficial use" means the use of such quantity of stream or groundwater when reasonable intelligence and reasonable diligence are exercised in its application for a lawful purpose and as is economically necessary for that purpose. Beneficial uses include but are not limited to municipal, industrial, agricultural, irrigation, recreation, fish and wildlife, etc." Applicant proposes to use the requested groundwater permit for agricultural use on its owned property for indoor commercial growing of Medical Marijuana.

9. Beatriz Reyna testified that she has an ownership interest in both Trichome Labs, LLC, a Medical Marijuana limited liability company, and TL Management, LLC (as co-owner), a limited liability company that owns the property, thus the connection. The testimony and evidence demonstrated that Trichome Labs, LLC is current and valid with its Oklahoma Medical Marijuana Authority ("OMMA") Commercial Grower's License numbered GAAI-7B41-SEOB, and with its Registration numbered 10005675 from the Oklahoma Bureau of Narcotics and Dangerous Drugs Control ("OBN"). See Applicant's Exhibits 1 and 4. The Oklahoma Medical Marijuana Authority is the state agency tasked with duties specific to Oklahoma's Medical Marijuana program, which includes but is not limited to the licensing of commercial marijuana growers, including the ensuring that research on marijuana is being conducted for public purposes including agronomic, horticultural, medical and pharmacopoeia best practices. 63 O.S. §427.3(D)(1)(b) and (c). Therefore, it is found that Applicant meets the "beneficial use" requirement under OAC 785:30-3-5(a), defined by OAC 785:30-1-2.

WASTE BY POLLUTION ELEMENT WAS MET BY APPLICANT

10. The Applicant by way of Beatriz Reyna testified that used water will not be drained back into the ground. There was no evidence to show it is more likely than not that Applicant will permit or cause pollution of the Garber-Wellington Groundwater Basin through an act that would permit or cause fresh groundwater polluted by minerals, or other waste, to either filter or intrude into it. 82 O.S. §1020.15 A(7).

WASTE BY DEPLETION ELEMENT WAS MET BY APPLICANT

11. The Board has approved a maximum annual yield for this basin, and the amount of groundwater available to the Applicants is 2.0 acre-feet per acre of dedicated land per year. Applicant is applying for one-half of that amount. Beatriz Reyna, co-owner of TL Management, LLC, and owner of Trichome Labs, LLC, testified that there is an incentive to not overwater the indoor plants. There was no evidence to indicate that Applicants' groundwater well use will take or use groundwater in a manner that would more likely than not violate the applicable subsections of 82 O.S. §1020.15.

12. Some of the Protestants expressed a desire to have OWRB require water metering by an independent tester for the Applicant's well. Currently no such law has been passed and signed

into law, and Oklahoma law does not compel the water metering of groundwater wells as a precondition or continuing requirement for a permit. Annual self-reporting is the only administrative mechanism available as an affirmative requirement for the Board to obtain an assessment of actual amounts of groundwater used on a non-domestic well. “Holders of permits shall be required to report to the Oklahoma Water Resources Board annually their use of water pursuant to their permits. Willful failure to report annual usage may result in cancellation of the permit by the Board upon proper notice and hearing as provided in the Administrative Procedures Act.” 82 O.S. § 1020.12(A.) *See also*, OAC 785:30-5-9.

13. The statute of 82 O.S. §1020.15 does not authorize the Board to deny a permit because neighbors predict aquifer depletion, speculate about contamination, or fear economic loss. The Oklahoma Legislature addressed long-term aquifer effects by capping every landowner’s annual right at two acre-feet per acre of dedicated land (unless a local election chooses less) for unstudied basins and a scientifically set amount for studied basins like this one (the maximum annual yield and equal proportionate share), and by delegating water-quality enforcement to other agencies (e.g., Oklahoma Department of Environmental Quality (“ODEQ”) for discharges). When withdrawals stay inside the equal-proportionate share, the fact that a Protestant’s well might produce less water is immaterial. As written, the law contemplates the eventual depletion of the groundwater resources, and “the use or nonuse by one landowner neither decreases nor increases the proportionate share of another.” OWRB v. Texas County Irr. And Water Resources Ass’n, Inc., 1984 OK 96, ¶ 7, 711 P.2d 38. Therefore, based upon the evidence it is found that the Applicant met this element.

THE WELL-SPACING EXCEPTION REQUEST
AS AUTHORIZED BY 82 O.S. §1020.18 IS APPROPRIATE

14. OAC 785:30-3-6 is applicable to non-domestic wells in the Garber-Wellington Groundwater Basin location because the Board has established a maximum annual yield amount, as previously specified herein. “Well spacing (a) Spacing requirements. (1) Within bedrock groundwater basins or subbasins where the maximum annual yield has been determined, no new or proposed well(s) shall be authorized by regular permit to be drilled and completed within one thousand three hundred twenty feet (1,320') of an authorized existing well or proposed well location on lands of another, provided that the well on lands of another is capable of taking water from the same basin”. Lorna Harper, spouse of Protestant William Harper, testified that her well was estimated to be approximately 1,200 feet away and within the distance of 1,320 feet to Applicant’s well. However, when it is shown in an individual proceeding that to require the drilling of a well at the prescribed location should be inequitable or unreasonable and that criteria and conditions established by the Board in rules are met, the Board shall authorize a well location exception and permit the well to be drilled and completed at a location which varies from that previously established, pursuant to 82 O.S. §1020.18.

15. Applicant’s well-spacing exception request is based upon the area of 4 acres being so small that relocating the well would not be possible without it still being within the 1,320 feet from other wells in the area. No evidence was shown to contradict that the amount or dimensions of the land dedicated to the permit precludes the drilling of a new well in compliance with the spacing requirement. Therefore, it is found that the disallowance of a location exception would result in an inequitable or unreasonable result and the well-spacing exception request, as found under OAC 785:30-3-6(b) and 82 O.S. §1020.18, should be granted by the Board.

CONCLUSIONS OF LAW

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

LAW APPLICABLE TO USE OF GROUNDWATER GENERALLY

16. Under Title 60 O.S. § 60, the owner of the surface of a given tract of land owns the fresh groundwater beneath the surface of that land. That surface owner, or a lessee of the surface owner, may use such groundwater in accordance with the use regulations imposed by the Oklahoma Groundwater Law, Title 82, Oklahoma Statutes. As written, the law contemplates the eventual depletion of the groundwater resources, and “the use or nonuse by one landowner neither decreases nor increases the proportionate share of another.” OWRB v. Texas County Irr. And Water Resources Ass’n, Inc., 1984 OK 96, ¶ 7, 711 P.2d 38.

17. OAC 785:30-3-5 (a) states: When a person makes an application for a groundwater permit, the Board shall consider relevant evidence and data before taking final action on the application. Subject to subsection (f) of this section, if the Board finds that the Applicant owns the surface of the dedicated land or has a valid lease or other legal authority for the taking of groundwater from the land; the dedicated land overlies a fresh groundwater basin or subbasin; the applicant's intended use for the water is a beneficial use; and that waste by depletion and waste by pollution as specified in 82 O.S. § 1020.15 will not occur, then the Board shall approve the application and issue the appropriate permit.

SUBJECT MATTER JURISDICTION

18. The Board has subject matter jurisdiction to adjudicate applications for use of groundwater according to the Oklahoma Groundwater Law and the Board's rules promulgated pursuant thereto.

PERSONAL JURISDICTION AND DUE PROCESS

19. Due and proper notice of this proceeding was given to all potentially interested persons as required by law. The Applicant and the Protestants of record have been afforded due process of law and an adequate opportunity to be heard.

GROUNDWATER LAW: ELEMENTS TO BE DETERMINED

20. When a person makes an application for a new groundwater permit, OAC 785:30-3-5 in this context, the applicable rules and statutes require the Board to determine narrowly and specifically defined issues. If the Board finds for the Applicant on all these issues according to OAC 785:30-3-5, the rule provides that the Board shall approve the application. These are:

- a. The applicant owns the surface of the dedicated land or has a valid lease or other legal authority for the taking of groundwater from the land;
- b. The dedicated land overlies a fresh groundwater basin or subbasin.

- c. The use to which the Applicant intends to put the water is a beneficial use, defined by OAC 785:30-1-2.
- d. Waste as defined by 82 O.S. § 1020.15 will not occur.
- e. If the new or proposed well site location is inside of the well-spacing distance requirements, whether drilling or completing the well at a location within the well-spacing requirements would be inequitable or unreasonable. OAC 785:30-3-6(b).

EVIDENCE OF VALID OWNERSHIP RIGHTS FOR THE WELL BEING ON LAND
DEDICATED TO THE PERMIT WAS PROPERLY ESTABLISHED

21. The Board finds that Applicant provided sufficient proof of land ownership rights in the form of a Warranty Deed filed on April 23, 2023, with the Oklahoma County Clerk. The land is found to be properly dedicated to the location being sought to be permitted.

THE LAND OVERLIES A GROUNDWATER BASIN

22. Based upon the submitted evidence, the Board concludes that the property dedicated to the permit overlies a groundwater basin known as the Garber-Wellington Groundwater Basin. The Board has approved a maximum annual yield for this basin and the amount of groundwater available to Applicants is 2.0 acre-feet per acre of dedicated land, per year.

THE BENEFICIAL USE FOR LEGAL PURPOSES WAS ESTABLISHED

23. The Board adopts and incorporates the reasons provided in paragraph 8 and 9, and concludes that the Applicants met the requirements for the beneficial use of groundwater.

NO WASTE BY POLLUTION WAS SHOWN TO BE LIKELY TO OCCUR

24. The Groundwater Law and Board rules provide that the Board must determine whether Applicant will allow waste by pollution to occur as specified by 82 O.S. § 1020.15, and found within OAC 785:30-3-5.

25. For the reasons set forth in Paragraph 10, the Board concludes that Applicants will not commit waste by pollution as described in 82 O.S. § 1020.15 by using the requested permit.

NO WASTE BY DEPLETION WAS SHOWN TO BE LIKELY TO OCCUR

26. The Groundwater Law and Board rules provide that the Board must determine whether the Applicant will allow waste by depletion to occur, as specified by OAC 785:30-3-5 and 82 O.S. § 1020.15.

27. The Board acknowledges Protestants' important public concerns about the groundwater supply in the area and that the use of groundwater could potentially be adversely affected by neighboring uses of groundwater from the same basin. However, there is no basis in this case to determine that Applicant's proposed use will be impermissible or unlawful. The stated purpose of Oklahoma Groundwater Law is to promote the reasonable development and use of the

groundwater resources by overlying landowners. 82 O.S. § 1020.2(A). As written, the law contemplates the eventual depletion of the groundwater resources, and “the use or nonuse by one landowner neither decreases nor increases the proportionate share of another.” OWRB v. Texas County Irr. And Water Resources Ass’n, Inc. 1984 OK 96, ¶ 7, 711 P.2d 38.

28. Based upon the Findings of Fact in paragraphs 11 through 13, the Board concludes that the Applicant will not commit waste by depletion as described in 82 O.S. § 1020.15 and OAC 785:30-3-5.

A WELL-SPACING EXCEPTION AS
AUTHORIZED BY 82 O.S. §1020.18 IS PROPER

29. OAC 785:30-3-6(b) requires the Board to examine whether disallowing a well-spacing exception would be unreasonable or inequitable. *See also*, 82 O.S. §1020.18.

30. For the reasons set forth in Paragraphs 14 and 15, the Board concludes that the applicable well-spacing exception should be granted.

ULTIMATE CONCLUSION

31. Based on the Findings of Fact and Conclusions of Law above, the Board concludes Regular Groundwater permit with a well-spacing exception shall be granted.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the application for a new Regular Groundwater Permit No. 2024-0506 with a well-spacing exception, in the name of TL Management, LLC, is hereby granted. The permittee shall comply with all reporting and other requirements of the Oklahoma Groundwater Law and Board rules, including but not limited to annual water use reporting as set forth in 82 O.S. §1020.12 and OAC 785:30-5-9. All other terms and provisions set forth in the application and not inconsistent with the provisions of this Order shall be incorporated into and made a part of the permit.

IT IS SO ORDERED by the Oklahoma Water Resources Board in regular and open meeting this _____ day of _____, 2025.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Vice Chairman

ATTEST:

Suzanne Landess, Secretary
(SEAL)

CERTIFICATE OF MAILING

I certify that on the _____ day of August, 2025, I mailed a true and correct copy of the above and foregoing instrument to:

Nathaniel F. Raddatz, Attorney for TL Management, LLC 1415 NW 43 rd Street Oklahoma City, OK 73118	Mayor George H. Smith 4201 N. Coltrane Road Forest Park, OK 73121
Gerald Burton, Marie Burton, Roslyn Burton 10628 NE 36 Spencer, OK 73084	Aretha Cole 3800 Diana Ave. Spencer, OK 73084
Tamara Jennings and Mae Jackson 1623 N. Missouri Ave. Oklahoma City, OK 73117	Mary Haywood Metcalf 837 NE 29 th St. Oklahoma City, OK 73105-7922
William Harper and Lorna Harper 3221 N. Westminster Rd. Spencer, OK 73084	Elmer and Davondra Owens 12500 NE 36 th St. Choctaw, OK 73020
Kent Eldridge, Esq. 222 NW 13 th St. Oklahoma City, OK 73103	Oliver Van 2939 Vine St. Denver, CO 80205

Angela Rodriguez, Administrative Hearings Clerk
Oklahoma Water Resources Board