

## **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.**

**September 16, 2025, Regular Meeting Draft Official Minutes  
For consideration at the October 21, 2025 Board Meeting**

## CALL TO ORDER

The Regular Meeting of the Oklahoma Water Resources Board was called to order by Chairman Tom Gorman, on September 16, 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 September 12, 2025, at 11:00 a.m., at the Oklahoma Water Resources Board's offices at 3800 N. Classen Boulevard, Oklahoma City, Oklahoma.

A. Roll Call. Chair Gorman 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  
Bandy Silk  
Darren Cook  
Heather McCall  
Bob Latham\*\*\* Acting Chairman

### Board Members Absent

Tom Gorman

### 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

Mary Stallings  
DeDe Morris  
Kaylee Davis-Madda  
Bryan Nowlin  
Travis Archer  
Keith Huitt  
Michelle Wynn  
Tyler Sell  
Chris W.  
Beatriz Reyna  
Jennifer Smith  
Kurt Mayabb  
Stuart England  
Josh Williams  
Brent Polise  
Chris Mattingly  
Ryan Greenlee  
Jesus Rayos  
Ron Peterson  
Marla Peek

Randy McDaniel  
Bodie Bachelor

B. Discussion, Amendments and Vote to Approve Official Minutes of July 2025, Regular meeting. Chairman Latham inquired if all members reviewed the minutes of the July 15, 2025, meeting and if no questions, or changes, requested a motion to approve. No comments or amendments; Mr. Campbell motioned to approve, and Mr. Stallings seconded the motion. Chairman Latham called for the vote.

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

**C. Executive Director's Report:**

Director Cunningham reported we have had the 8<sup>th</sup> wettest January-August on record at 8.79 inches above normal. She also reported on the interim study being held by Representative Newton regarding studies on groundwater. We will be presenting on status of groundwater levels across the state, trends in water rights applications along with water law and rights administration.

Director Cunningham also met with the American Council of Engineers of the Oklahoma City chapter, and they are really interested in working with state agencies and legislators and how to support Oklahoma's infrastructure needs and developments. On August 1<sup>st</sup> we held our water board managers' retreat which focuses on strategic management and had a workshop on artificial intelligence within the workplace.

Happening in the legislature currently, we have more interim studies including a study on scenic rivers in the state and the impacts of scenic rivers act. Another one is a study on economic development and affordable housing needs in Eastern Oklahoma County.

**D. Financial Update**

Mr. Jay Foote, Chief Administrative Services Division, presents the budget report for the period ending August 2025. Mr. Foote reports the agency has spent 8 % of its appropriated budget leaving 92 %; spent 9% of its revolving budget, leaving 91%; has spent 3% of its federal budget, leaving 97%. Overall, the total budget remaining is 93%.

**2. FINANCIAL ASSISTANCE DIVISION**

A. Consideration of and Possible Action on a Proposed Order Approving Clean Water Funding Application for The Wilburton Public Works Authority, Latimer County, Oklahoma. Recommended for Approval.

This is a loan request The Wilburton Public Works Authority in the amount of \$1,582,700. They have requested the funds to replace and repair vital equipment at the wastewater treatment plant that is in poor and deteriorating condition resulting in failures during rain events. The loan will be funded through the Clean Water State Revolving Fund loan program with a fixed interest rate plus an admin fee with a maturity not to exceed 20 years. The loan will be secured with a lien on Wilburton's water, sewer, and sanitation systems revenue and a 1.5 cent sales tax and includes a mortgage on the water and sewer systems. This will be Wilburton's 3<sup>rd</sup> open loan with the board. They currently have a combined loan balance of \$6.6 million and their debt coverage ratio stands at 1.44 times.



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

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

NAY: None

ABSTAIN: None

ABSENT: Gorman

- B. Consideration of and Possible Action on a Proposed Resolution Consenting To Amendment of Lien Position Securing Clean Water SRF Loan for Bixby Public Works Authority, Tulsa County. Recommended for Approval.
- C. Consideration of and Possible Action on a Proposed Resolution Consenting To Amendment of Lien Position Securing Clean Water SRF Loan for Bixby Public Works Authority, Tulsa County. Recommended for Approval.
- D. Consideration of and Possible Action on a Proposed Resolution Consenting To Amendment of Lien Position Securing Drinking Water SRF Loan for Bixby Public Works Authority, Tulsa County. Recommended for Approval.

\*\* Items B,C, and D were struck from the agenda; no motions or vote\*\*

- E. 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. Recommended for Approval.

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

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

NAY: None

ABSTAIN: None

ABSENT: Gorman

### **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.

C. Consideration of and Possible Action on Financial Assistance Division Items:

1. Emergency Grant Applications:

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
a.	FAP-25-0004-G	The Walters Public Works Authority	Cotton	\$ 33,804.00
b.	FAP-26-0001-G	Norman Utilities Authority	Cleveland	\$ 100,000.00

2. Rural Economic Action Plan (REAP) Grant Applications:

None.

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-25-0017-CW	The Sallisaw Municipal Authority	Sequoyah	\$1,457,142.85
b.	ORF-26-0018-CW	Lexington Public Works Authority	Cleveland	\$ 1,500,000.00
c.	ORF-26-0021-CW	The Wynnewood Utilities Authority	Garvin	\$ 1,500,000.00

4. DWSRF Principal Forgiveness Loan Applications:

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
a.	ORF-25-0045-DW	Clarita-Olney Rural Water District	Coal	\$ 315,970.00

5. Sewer Overflow and Stormwater Reuse Municipal Grants (“OSG”)

None.

6. American Rescue Plan Act (ARPA) Grant Applications:

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
a.	ARP-23-0144-G	Rural Water, Sewer and Solid Waste Management District No. 1	Beckham	\$ 612,500.00
b.	ARP-23-0081-G	The Orlando Public Works Authority	Logan	\$ 1,000,000.00
c.	ARP-23-0037-G	The Seiling Public Works Authority	Dewey	\$ 1,000,000.00
d.	ARP-23-0179-G	Norman Utilities Authority	Cleveland	\$ 2,000,000.00
e.	ARP-23-005-DPG	City of Oklahoma City	Oklahoma	\$ 3,239,004.06

7. Progressing Rural Economic Prosperity Fund (PREP) Grant Applications:

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
a.	PRP-25-0001-G	Rural Water District No. 1	Logan	\$ 2,000,000.00
b.	PRP-25-0002-G	Piedmont Municipal Authority	Canadian	\$ 2,000,000.00

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

1. Joint Funding Agreement between OWRB and US Department of Agriculture – Agriculture Research Service for Upper Washita River Basin Water Resources Monitoring and Evaluation.
2. Interagency Agreement with the Oklahoma Office of Management & Enterprise Services for use to purchase information technology services from OMES on an as-needed basis to include - cabling, websites, Wi-Fi, office moves, and imaging.

3. Interagency Agreement with the Oklahoma Office of Management & Enterprise Services - Appendix C to Master Service Agreement to update the costs associated with information technology service provided by OMES.
4. Interagency Agreement with the Oklahoma Office of Management & Enterprise Services for Server Data Consolidation: This statement of work (SOW) is for planning, design, and resourcing of OWRB's Server Data Consolidation.
5. Resolution Agreement with the Federal Emergency Management Agency 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.
6. Resolution Agreement releasing the Board's interests in the easement at Sardis Lake to the Secretary of the Army, Army Corps of Engineers.
7. Resolution Agreement appointing members of the Board's Well Drillers and Pump Installers Advisory Council.
8. Continued Agreement with Carollo Engineers - 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.
9. Extension Agreement with Oklahoma City Water Utilities Trust - 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.

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

1. Enid Municipal Authority, Major County, 2017-522
2. Yang Neng Lee, Mai Mee Moua Lee, and Mai Xia Lee, Cherokee County, 2024-618
3. Sol Terra, LLC, Grady County, 2024-663
4. Superior Sod Farm, LLC, Bryan County, 2024-665
5. Iofina Resources, Inc. Kingfisher County, 2025-523
6. Micah Nightengale, Major County, 2025-536
7. Robert A. Repp Jr. and Debra L. Repp, Caddo County, 2025-538
8. Russell E. Repp and Staci Repp, Caddo County, 2025-539
9. Russell E. Repp and Staci Repp, Caddo County, 2025-540
10. Town of Lamont, Grant County, 2025-546
11. Western Ranches, Inc. Caddo County, 2025-550
12. Lisa Sanders, Harmon County, 2025-558

F. Consideration of and Possible Action on Applications to Amend Temporary Permits to Use Groundwater:

1. John Enszt and Monica Enszt, Caddo County, 1982-633
2. Town of Elgin, Comanche County, 2000-566
3. Earnie Dean and Sharon K. Jantzen, Major County, 2003-609
4. Frank H. and Scharleen Carpenter, Greer County, 2004-524
5. Lloyd Joe Withers and Monica Withers, Caddo County, 2010-505
6. Bryan County Rural Water District #5, Bryan County, 2012-565
7. Lloyd Joe Withers and Monica Withers, Caddo County, 2017-547
8. Stable Group, LLC, Le Flore County, 2023-551
9. Iron Horse Midstream, LLC, Grady County, 2023-593

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

1. Jerry Lunsford Farms, LLC, Texas County, 2023-557
2. Slaughterville Enterprises, LLC, Cleveland County, 2023-597

3. Chase Leroy Huebner, Beaver County, 2023-672
4. Noorani Properties, LLC, Cleveland County, 2024-511
5. The Fresh Plus, Inc., Seminole County, 2024-534
6. Philippe, LLC, Texas County, 2024-640
7. Jerald and Deborah Radcliff Revocable Family Trust, Beaver County, 2024-669
8. Tim Drury and Lisa Drury, Tillman County, 2025-505
9. Tim Drury and Lisa Drury, Tillman County, 2025-506
10. Mark Witt & Neal Hofferber & Mary Witt, Texas County, 2025-507
11. F&K Land, LLC, Texas County, 2025-528
12. Eric Van der Laan, Tillman County, 2025-529
13. The Ken and Sherry Mach Revocable Trust, Canadian County, 2025-531
14. Casey and Brandi Cowan, Beaver County, 2025-533
15. Clinton J. Oyler and Laura J. Oyler, Texas County, 2025-544
16. The Roy and Louise Mach Trust, Canadian County, 2025-552
17. Lori Dawn Stewart, Cimarron County, 2025-569

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

1. Tyler David McReynolds, Beaver County, 1975-751C
2. Gary Rippetoe, Beckham County, 1982-632
3. Lake Aluma Club, Inc., Oklahoma County, 1984-612
4. Hickey Investments, LLC, Beckham County, 1993-514
5. Creek County Rural Water District No. 5, Creek County, 2003-510
6. Neal T. Hofferber, Texas County, 2010-558

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

1. Leon Watson Langford and Melissa L. Langford, Major County, 1948-116C
2. Vinyard, Inc., Jackson County, 1952-020
3. HBP Holdings, LLC, Caddo County, 1952-472
4. The Ken and Sherry Mach Revocable Trust, Canadian County, 1954-1089
5. HBP Holdings, LLC, Caddo County, 1959-011
6. DNC Group, LLC, Kingfisher County, 1966-107B

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. Freedom Rock Ranch, LLC, Atoka County, 2022-028
2. The Weed Patch, LLC, Stephens County, 2024-002
3. Perik Industries, LLC, Washington County, 2024-018

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: JB Environmental Drilling DPC-1151  
1. Operator: James Bieker OP- 2613  
Activities: Monitoring Wells
  - b. Licensee: Elite Integrity, LLC DPC-1153  
2. Operator: Joshua Robertson OP- 2614  
Activities: Cathodic protection only
  - c. Licensee: Wade's Water Wells, LLC DPC-1155  
3. Operator: Wade Beneda Jr OP- 2615

Activities: GW, MW, PI, and HE

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

a. Licensee: Hoffman Water Wells	DPC-0063
1. Operator: Ethan Emmert	OP- 2616
Activities: GW, MW, PI, and HE	
b. Licensee: Hoffman Water Wells	DPC-0063
2. Operator: Ethan Hartzell	OP- 2617
Activities: GW, MW, PI, and HE	
c. Licensee: Western Drilling	DPC-1041
3. Operator: Rodney Wolff	OP- 2618
Activities: Groundwater wells	
d. Licensee: Vanguard Well Resources	DPC-1040
4. Operator: Franks Friesen	OP- 2619
Activities: Groundwater wells and pump installation	
e. Licensee: Layne Christensen	DPC-0123
5. Operator: Ryan Ward	OP- 2620
Activities: Groundwater wells and monitoring wells	
f. Licensee: Ace Water Well Service	DPC-0932
6. Operator: Brooks May	OP- 2621
Activities: Pump Installation	
g. Licensee: J. Grantham Drilling, Inc	DPC-0084
7. Operator: Jimmy Grantham	OP- 0118
Activities: Pump Installation	
h. Licensee: McNabb's Drilling	DPC-1077
8. Operator: Colin McNabb	OP- 2450
Activities: Pump Installation	

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

1. Kelly Cawood, Dam Owner's Representative, Cleveland County, OK12571
2. Eric Agossou, Pawnee County, OK12763
3. Jason Thompson, Bryan County, OK30678
4. Butch Hensley, Pittsburg County, OK30679
5. KLC Family Limited Partnership, Bryan County, OK30680
6. IH Development, Oklahoma County, OK30681

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

1. OTA – Mayes County, FP-2025-03
2. OTA – McClain and Cleveland County, FP-2025-04
3. OTA – Cleveland County, FP-2025-5

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

1. Clinton Woods, Town of Faxon, #FPA-487
2. Nathan May, City of Chickasha, #FPA-38
3. Emily Rickey, City of El Reno, #FPA-35
4. Michael Voss, Town of Jones City, #FPA-388
5. Norma Griffith, Town of Webbers Falls, #FPA-814
6. Shilo Martin, City of Broken Bow, #FPA-629
7. Jeanne Kirk, Town of Bennington, #FPA-494
8. Braquel Stephens, Pottawatomie County, #FPA-675

Q. Consideration of and Possible Action on Cancellation of Groundwater Permits:

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

R. Consideration of and Possible Action on Cancellation of Stream Water Permits:

1. BL Little, Coal County, 1978-164

S. Consideration of and Possible Action on Stream Water Permit Excused Nonuse:

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

T. Consideration of and Possible Action on an Informal Disposition Order:

1. Green Doctor, LLC, Caddo County, 1974-325B
2. Phillip K. Ewbank, Ewbank Geo, DPC-0414

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

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

NAY: None

ABSTAIN: None

ABSENT: Gorman

**04000 4. 04000 4. QUESTIONS AND DISCUSSION ABOUT AGENCY MATTERS AND OTHER ITEMS OF INTEREST.**

A. No items

**Chairman Tom Gorman**

**05000 5. SPECIAL CONSIDERATION**

**Chairman Tom Gorman**

A. Consideration of and Possible Action on Application for a Limited Quantity Regular Groundwater Right No. 2023-578, Halo Fury Operating, LLC, Logan County, Oklahoma:

1. Summary – **Mr. Chris Neel**
2. Discussion and presentation by parties
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.

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.

Representing the applicants is Tyler Sell. No representatives for the protestants.

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

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

NAY: None

ABSTAIN: None

ABSENT: Gorman



B. Consideration of and Possible Action on Application for a Limited Quantity Regular Groundwater Right No. 2023-687, Sundance Adventures, LLC, Oklahoma County, Oklahoma:

1. Summary – **Mr. Chris Neel**
2. Discussion and presentation by parties
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.

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.

Brian Nolan represents the applicant. No representatives for the protestants.

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

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

NAY: None

ABSTAIN: None

ABSENT: Gorman

C. Consideration of and Possible Action on Application for a Limited Quantity Regular Groundwater Right No. 2024-506, TL Management, LLC, Oklahoma County, Oklahoma:

1. Summary – **Mr. Chris Neel**
2. Discussion and presentation by parties
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.

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.

Representing the applicant is a Mr. Raditz but did not appear until the vote. No representative for the protestan

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

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

NAY: None

ABSTAIN: None

ABSENT: Gorman

#### **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, October 21, 2025, at 9:30 am. In the offices of the OWRB, 3800 N. Classen Boulevard, Oklahoma City, OK 73118.

### **OKLAHOMA WATER RESOURCES BOARD**

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**Thomas Gorman, Chairman**

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**Heather McCall**

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**Bandy Silk**

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**Darren Cook**

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**Ron Justice**

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**Bob. Latham**

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**Robert L. Stallings, Jr.**

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**Jarred Campbell**

**ATTEST:**

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**Suzanne Landess, Secretary (SEAL)**

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

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



SEPTEMBER 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	1,379,919	7,716,156	85%	
			Total General Revenue		9,096,075	1,379,919	7,716,156	85%	15%
			Revolving Funds						
	21000	2	Drillers Indemnity Fund		50,000	0	50,000	100%	
	21500	3	OWRB Revolving Fund		2,707,028	578,810	2,128,218	79%	
	23500	4	Phase II A-S Hydro St Rev Fund		293,192	40	293,152	100%	
	24000	5	Revolving Fund		877,906	305,235	572,671	65%	
	24500	6	Drillers Regulation Fund		0	0	0		
	25000	7	Water Infrastructure Dev. Fund (OCWP)		3,598,038	328,540	3,269,498	91%	
	42000	8	USGS Cooperative Agreement		293,400	0	293,400	100%	
	44400	9	DW Loan Administration Fund		1,223,740	112,864	1,110,876	91%	
	44500	10	CW Loan Administration Fund		2,282,227	312,374	1,969,853	86%	
			Total Revolving Funds		11,325,531	1,637,862	9,687,669	86%	14%
			Federal Funds						
	40000	11	Federal Fund - General		1,042,899	165,447	877,452	84%	16%
	40700	12	Federal Fund - Engineering and Planning		7,327,914	191,954	7,135,960	97%	3%
	49700	13	Federal Fund - *ARPA		1,842,066	119,167	1,722,899	20%	80%
			Total Federal Funds		10,212,879	476,568	9,736,311	95%	5%
			Total Funding		30,634,485	3,494,349	27,140,136	89%	11%
By Category					Budgeted	Expended	Balance	Percentage Remaining	
	510000	14	Salary Expense		8,600,378	1,849,169	6,751,209	78%	22%
	512000	15	Insurance		1,496,417	311,297	1,185,120	79%	21%
	513000	16	FICA and Retirement		2,098,417	428,909	1,669,508	80%	20%
	515000	17	Professional Services		10,098,448	474,122	9,624,326	95%	5%
	519000	18	Flexible Benefits		16,000	1,428	14,572	91%	9%
			Total Personal Services		22,309,660	3,064,925	19,244,735	86%	14%
	520000	19	Travel Expense		651,979	57,589	594,390	91%	9%
	530000	20	Administrative Expense		1,442,724	376,065	1,066,659	74%	26%
	540000	21	Furniture and Equipment Expense		553,406	25,068	528,338	95%	5%
	550000	22	Intra Inter Agency Payments		5,676,716	0	5,676,716	100%	0%
			Total Operating Expenses		8,324,825	458,721	7,866,104	94%	6%
			Total Expenditures		30,634,485	3,523,646	27,110,839	88%	12%

## **2. FINANCIAL ASSISTANCE DIVISION**

October 21, 2025

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

**Applicant:** Tishomingo Municipal Authority, Johnston County

**Loan Application No.:** ORF-26-0031-CWA  
Clean Water SRF Loan (“CWSRF Loan”)

**Amount Requested:** \$3,300,000.00

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

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

**Security Position:** The loan shall be secured with a lien on the revenues of the applicant's water and sewer systems, a 0.75 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) provide additional funds needed to construct a new wastewater treatment plant for which a loan was approved on July 15, 2025, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<b><u>Sources of Funds (Est.)</u></b>		<b><u>Uses of Funds (Est.)</u></b>	
Loan Proceeds	\$3,300,000.00	Project	\$17,588,481.00
IHS	4,674,000.00	Bond Counsel	55,000.00
OWRB ARPA	4,112,490.50	Financial Advisor	55,000.00
Chickasaw Nation ARPA	4,112,490.50	Trustee Bank	500.00
ORF-26-0031-CW	1,500,000.00		
<b>Total</b>	<b><u>\$17,698,981.00</u></b>	<b>Total</b>	<b><u>\$17,698,981.00</u></b>

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

IN THE MATTER OF LOAN APPLICATION       )  
NO. ORF-26-0031-CWA IN THE NAME OF       )  
TISHOMINGO MUNICIPAL AUTHORITY        )  
JOHNSTON COUNTY, OKLAHOMA                )

**PROPOSED  
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 21st day of October, 2025.

WHEREAS, Tishomingo Municipal Authority (the "Applicant") has made its Application for Funding No. ORF-26-0031-CWA (the "Application") to the Board for a loan from the Clean Water State Revolving Fund (the "CWSRF") program, pursuant to Title 82 Oklahoma Statutes 2011, Sections 1085.51 *et seq*, as amended; and

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

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

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

Application for Funding No. ORF-26-0031-CWA in the name of Tishomingo Municipal Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

**Purpose**

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) provide additional funds needed to construct a new wastewater treatment plant for which a loan was approved on July 15, 2025, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

**Terms and Conditions**

1. A loan shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$3,300,000.00. The Applicant shall pay interest on the loan at a fixed rate to be determined prior to closing plus an administrative fee at the rate of 0.5% per annum, all on the outstanding balance of disbursed loan proceeds. Interest, administrative fee, and any principal payments shall be made on a semi-annual basis. The Applicant shall commence principal repayment no later than one (1) year following Project completion, and the maturity of the loan shall be no later than thirty (30) years following the date the Project is completed.



**ORDER APPROVING LOAN APPLICATION  
TISHOMINGO MUNICIPAL AUTHORITY  
ORF-26-0031-CWA**

2. The loan shall be secured with a lien on the revenues of the Applicant's water and sewer systems, a 0.75 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 21st day of October, 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Thomas A. Gorman, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
TISHOMINGO MUNICIPAL AUTHORITY  
ORF-26-0031-CWA**

Reviewed By:

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

---

Lori Johnson, Chief  
Financial Assistance Division

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

**Applicant:** Chandler Municipal Authority, Lincoln County

**Loan Application No.:** FAP-26-0006-L  
State Loan Program Revenue Bond Loan (“FAP Loan”)

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

**Interest Rate:** The FAP Loan shall bear interest at a fixed rate.

**Payment Term:** Principal and interest payments shall be made on a semi-annual basis. The term of the FAP Loan shall be no longer than thirty (30) years.

**Security Position:** The loan shall be secured with a lien on the revenues of the applicant's water, sewer, and sanitation systems, a 1 cent sales tax and may include a mortgage on the applicant's water and sewer systems and other real property.

**Purpose:** The applicant will utilize the loan proceeds to: (i) provide additional funds needed to rehabilitate a water treatment facility for which a loan was approved on May 16, 2023 and all related appurtenances (the “Project”), (ii) satisfy the Local Reserve Requirement, if necessary; and (iii) pay related costs of issuance.

**Sources of Funds (Est.)**

Loan Proceeds	\$3,903,753.05
Local Funds	1,250,000.00
FAP-23-0005-L	12,227,863.35
<b>Total</b>	<b><u>\$17,381,616.40</u></b>

**Uses of Funds (Est.)**

Project	\$17,233,394.09
Bond Counsel	54,037.53
Financial Advisor	54,037.53
OWRB Costs of Issuance	21,359.11
Local Counsel	18,038.14
Trustee Bank	750.00
<b>Total</b>	<b><u>\$17,381,616.40</u></b>

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

IN THE MATTER OF LOAN APPLICATION        )  
NO. FAP-26-0006-L IN THE NAME OF        )  
CHANDLER MUNICIPAL AUTHORITY        )  
LINCOLN COUNTY, OKLAHOMA        )

**PROPOSED  
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 21st day of October, 2025.

WHEREAS, Chandler Municipal Authority (the "Applicant") has made its Application for Funding No. FAP-26-0006-L (the "Loan Application") to the Board for a loan from the proceeds of the Board's State Loan Program Revenue Bonds issued pursuant to the 2016 General Bond Resolution dated as of November 1, 2016, as supplemented and amended (the "Bond Resolution"), and authorized by Title 82 Oklahoma Statutes 2021, Sections 1085.31 *et seq.*, as amended; and

WHEREAS, the Applicant intends to use the loan to provide for acquisition, development, and utilization of storage and control facilities for water and sewage systems for the use and benefit of the public and for the conservation and distribution of water for beneficial purposes in or from reservoirs or other storage facilities and/or refinancing indebtedness originally incurred for such purposes; 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. FAP-26-0006-L in the name of Chandler Municipal Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

**Purpose**

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) provide additional funds needed to rehabilitate a water treatment facility for which a loan was approved on May 16, 2023, all related appurtenances (the "Project"), (ii) satisfy the Local Reserve Requirement, if necessary and (iii) pay related costs of issuance, all as more specifically set forth in the Application.

**Terms and Conditions**

1. A loan shall be made out of proceeds of the Board's State Loan Program Revenue Bonds to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$5,000,000.00. The Applicant shall pay interest on the loan at a fixed or variable rate to be established periodically by the Board. Principal and interest payments shall be made on a semi-annual basis or as otherwise provided for under the Bond Resolution. The term of the loan shall be no longer than thirty (30) years.

**ORDER APPROVING LOAN APPLICATION  
CHANDLER MUNICIPAL AUTHORITY  
FAP-26-0006-L**

2. The loan shall be secured with a lien on the revenues of the Applicant's water, sewer, and sanitation systems, a 1 cent sales tax and may include a mortgage on the Applicant's water and sewer systems and other real property.

3. 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 loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from proceeds of the Board's State Loan Program Revenue Bonds in accordance with the requirements of the Bond Resolution.

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, and Bond Resolution requirements. 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 21st day of October, 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Thomas A. Gorman, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
CHANDLER MUNICIPAL AUTHORITY  
FAP-26-0006-L**

Reviewed By:

A handwritten signature in black ink, appearing to read "Lori Johnson". The signature is written in a cursive, flowing style.

---

Lori Johnson, Chief  
Financial Assistance Division

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

**Applicant:** Broken Arrow Municipal Authority, Tulsa County

**Loan Application No.:** FAP-26-0005-L  
State Loan Program Revenue Bond Loan (“FAP Loan”)

**Amount Requested:** \$6,280,000.00

**Interest Rate:** The FAP Loan shall bear interest at a fixed rate.

**Payment Term:** Principal and interest payments shall be made on a semi-annual basis. The term of the FAP Loan shall be no longer than fourteen (14) years.

**Security Position:** The loan shall be secured with a lien on the revenues of the applicant's water, sewer, and sanitation systems, a 1 cent sales tax and may include a mortgage on the applicant's water and sewer systems and other real property.

**Purpose:** The applicant will utilize the loan proceeds to: (i) refinance their 2015 FAP loan, all related appurtenances (the “Project”), (ii) satisfy the Local Reserve Requirement, if necessary; and (iii) pay related costs of issuance.

**Sources of Funds (Est.)**

Loan Proceeds	\$6,027,130.75
Local Funds	1,060,964.53
<b>Total</b>	<b><u>\$7,088,095.28</u></b>

**Uses of Funds (Est.)**

Project	6,989,545.14
Bond Counsel	37,000.00
Financial Advisor	37,000.00
OWRB Costs of Issuance	23,800.14
Trustee Bank	750.00
<b>Total</b>	<b><u>\$7,088,095.28</u></b>

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

IN THE MATTER OF LOAN APPLICATION       )  
NO. FAP-26-0005-L IN THE NAME OF       )  
BROKEN ARROW MUNICIPAL AUTHORITY    )  
TULSA COUNTY, OKLAHOMA                )

**PROPOSED  
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 21st day of October, 2025.

WHEREAS, Broken Arrow Municipal Authority (the "Applicant") has made its Application for Funding No. FAP-26-0005-L (the "Loan Application") to the Board for a loan from the proceeds of the Board's State Loan Program Revenue Bonds issued pursuant to the 2016 General Bond Resolution dated as of November 1, 2016, as supplemented and amended (the "Bond Resolution"), and authorized by Title 82 Oklahoma Statutes 2021, Sections 1085.31 *et seq.*, as amended; and

WHEREAS, the Applicant intends to use the loan to provide for acquisition, development, and utilization of storage and control facilities for water and sewage systems for the use and benefit of the public and for the conservation and distribution of water for beneficial purposes in or from reservoirs or other storage facilities and/or refinancing indebtedness originally incurred for such purposes; 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. FAP-26-0005-L in the name of Broken Arrow Municipal Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

**Purpose**

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) refinance their 2015 FAP loan, all related appurtenances (the "Project"), (ii) satisfy the Local Reserve Requirement, if necessary and (iii) pay related costs of issuance, all as more specifically set forth in the Application.

**Terms and Conditions**

1. A loan shall be made out of proceeds of the Board's State Loan Program Revenue Bonds to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$6,280,000.00. The Applicant shall pay interest on the loan at a fixed or variable rate to be established periodically by the Board. Principal and interest payments shall be made on a semi-annual basis or as otherwise provided for under the Bond Resolution. The term of the loan shall be no longer than fourteen (14) years.



**ORDER APPROVING LOAN APPLICATION  
BROKEN ARROW MUNICIPAL AUTHORITY  
FAP-26-0005-L**

2. The loan shall be secured with a lien on the revenues of the Applicant's water, sewer, and sanitation systems, a 1 cent sales tax and may include a mortgage on the Applicant's water and sewer systems and other real property.

3. 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 loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from proceeds of the Board's State Loan Program Revenue Bonds in accordance with the requirements of the Bond Resolution.

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, and Bond Resolution requirements. 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 21st day of October, 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

---

Thomas A. Gorman, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
BROKEN ARROW MUNICIPAL AUTHORITY  
FAP-26-0005-L**

Reviewed By:

A handwritten signature in cursive script, appearing to read "Lori Johnson".

---

Lori Johnson, Chief  
Financial Assistance Division

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

**Applicant:** Enid Municipal Authority, Garfield County

**Loan Application No.:** FAP-26-0004-L  
State Loan Program Revenue Bond Loan (“FAP Loan”)

**Amount Requested:** \$10,745,000.00

**Interest Rate:** The FAP Loan shall bear interest at a fixed rate.

**Payment Term:** Principal and interest payments shall be made on a semi-annual basis. The term of the FAP Loan shall be no longer than thirty (30) years.

**Security Position:** The loan shall be secured with a lien on the revenues of the applicant's water, sewer, and sanitation systems, a 2 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) construct waterline, rehabilitate the existing raw water transmission main, replace valves, all related appurtenances (the “Project”), (ii) satisfy the Local Reserve Requirement, if necessary; and (iii) pay related costs of issuance.

**Sources of Funds (Est.)**

Loan Proceeds	\$10,253,642.20
ODFA P3 Grant*	10,000,000.00
HUD Grant**	4,000,000.00

<b>Total</b>	<b><u>\$24,253,642.20</u></b>
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**Uses of Funds (Est.)**

Project	\$24,000,340.89
Bond Counsel	105,036.42
Financial Advisor	105,036.42
OWRB Costs of Issuance	42,478.47
Trustee Bank	750.00

<b>Total</b>	<b><u>\$24,253,642.20</u></b>
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\*Oklahoma Development Finance Authority Public-Private Partner Development Infrastructure Pool (ODFA P3)

\*\*Department of Housing and Urban Development (HUD)

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

IN THE MATTER OF LOAN APPLICATION       )  
NO. FAP-26-0004-L IN THE NAME OF       )  
ENID MUNICIPAL AUTHORITY                )  
GARFIELD COUNTY, OKLAHOMA            )

**PROPOSED  
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 21st day of October, 2025.

WHEREAS, Enid Municipal Authority (the "Applicant") has made its Application for Funding No. FAP-26-0004-L (the "Loan Application") to the Board for a loan from the proceeds of the Board's State Loan Program Revenue Bonds issued pursuant to the 2016 General Bond Resolution dated as of November 1, 2016, as supplemented and amended (the "Bond Resolution"), and authorized by Title 82 Oklahoma Statutes 2021, Sections 1085.31 *et seq*, as amended; and

WHEREAS, the Applicant intends to use the loan to provide for acquisition, development, and utilization of storage and control facilities for water and sewage systems for the use and benefit of the public and for the conservation and distribution of water for beneficial purposes in or from reservoirs or other storage facilities and/or refinancing indebtedness originally incurred for such purposes; 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. FAP-26-0004-L in the name of Enid Municipal Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

**Purpose**

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) construct waterline, rehabilitate the existing raw water transmission main, replace valves, all related appurtenances (the "Project"), (ii) satisfy the Local Reserve Requirement, if necessary and (iii) pay related costs of issuance, all as more specifically set forth in the Application.

**Terms and Conditions**

1. A loan shall be made out of proceeds of the Board's State Loan Program Revenue Bonds to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$10,745,000.00. The Applicant shall pay interest on the loan at a fixed or variable rate to be established periodically by the Board. Principal and interest payments shall be made on a semi-annual basis or as otherwise provided for under the Bond Resolution. The term of the loan shall be no longer than thirty (30) years.

**ORDER APPROVING LOAN APPLICATION  
ENID MUNICIPAL AUTHORITY  
FAP-26-0004-L**

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

3. 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 loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from proceeds of the Board's State Loan Program Revenue Bonds in accordance with the requirements of the Bond Resolution.

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, and Bond Resolution requirements. 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 21st day of October, 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Thomas A. Gorman, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
ENID MUNICIPAL AUTHORITY  
FAP-26-0004-L**

Reviewed By:

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

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Lori Johnson, Chief  
Financial Assistance Division

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

**Applicant:** Mountain Park Master Conservancy District, Kiowa County

**Loan Application No.:** FAP-26-0007-L  
State Loan Program Revenue Bond Loan (“FAP Loan”)

**Amount Requested:** \$15,350,000.00

**Interest Rate:** The FAP Loan shall bear interest at a fixed rate.

**Payment Term:** Principal and interest payments shall be made on a semi-annual basis. The term of the FAP Loan shall be no longer than thirty (30) years.

**Security Position:** The loan shall be secured with a lien on the revenues of the water storage and transmission facilities of the Applicant, including the municipal agreements with cities of Altus, Frederick, and Snyder, which are more specifically secured by a lien on Altus's water, sewer, and electric systems and may include a mortgage on the Applicant's water system and other real property.

**Purpose:** The applicant will utilize the loan proceeds to: (i) rehabilitate existing wells, construct new water supply wells, storage tank, transfer station and raw waterline to forebay tank and miscellaneous Altus valve vault improvements, all related appurtenances (the “Project”), (ii) satisfy the Local Reserve Requirement, if necessary; and (iii) pay related costs of issuance.

**Sources of Funds (Est.)**

Loan Proceeds	\$13,726,012.80
<b>Total</b>	<b><u>\$13,726,012.80</u></b>

**Uses of Funds (Est.)**

Project	\$13,285,249.29
Bond Counsel	174,075.16
Financial Advisor	174,075.16
OWRB Costs of Issuance	56,863.19
Local Counsel	35,000.00
Trustee Bank	750.00
<b>Total</b>	<b><u>\$13,726,012.80</u></b>

IN THE MATTER OF LOAN APPLICATION  
NO. FAP-26-0007-L IN THE NAME OF  
MOUNTAIN PARK MASTER CONSERVANCY DISTRICT  
KIOWA COUNTY, OKLAHOMA

## 2018



**ORDER APPROVING LOAN APPLICATION  
MOUNTAIN PARK MASTER CONSERVANCY DISTRICT  
FAP-26-0007-L**

2. The loan shall be secured with a lien on the revenues of the water storage and transmission facilities of the Applicant, including the municipal agreements with cities of Altus, Frederick, and Snyder, which are more specifically secured by a lien on Altus's water, sewer, and electric systems and may include a mortgage on the Applicant's water system and other real property.

3. 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 loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from proceeds of the Board's State Loan Program Revenue Bonds in accordance with the requirements of the Bond Resolution.

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, and Bond Resolution requirements. 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 21st day of October, 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

---

Thomas A. Gorman, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
MOUNTAIN PARK MASTER CONSERVANCY DISTRICT  
FAP-26-0007-L**

Reviewed By:

A handwritten signature in cursive script, appearing to read "Lori Johnson".

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Lori Johnson, Chief  
Financial Assistance Division

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

**Applicant:** The Durant City Utilities Authority, Bryan County

**Loan Application No.:** FAP-26-0003-L  
State Loan Program Revenue Bond Loan (“FAP Loan”)

**Amount Requested:** \$16,450,000.00

**Interest Rate:** The FAP Loan shall bear interest at a fixed rate.

**Payment Term:** Principal and interest payments shall be made on a semi-annual basis. The term of the FAP Loan shall be no longer than thirty (30) years.

**Security Position:** The loan shall be secured with a lien on the revenues of the applicant's water, sewer, and sanitation systems, a 3 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) upsize drainage structures at six roadway crossings and two railroad crossings, integrate improvements with the planned Drainage Improvements Project from 16th Avenue to 4th Avenue, all related appurtenances (the “Project”), (ii) satisfy the Local Reserve Requirement, if necessary; and (iii) pay related costs of issuance.

<b><u>Sources of Funds (Est.)</u></b>		<b><u>Uses of Funds (Est.)</u></b>	
Loan Proceeds	\$16,405,267.65	Project	\$16,018,649.50
		Bond Counsel	160,078.09
		Financial Advisor	160,078.09
		OWRB Costs of Issuance	65,711.97
		Trustee Bank	750.00
<b>Total</b>	<b><u>\$16,405,267.65</u></b>	<b>Total</b>	<b><u>\$16,405,267.65</u></b>

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

IN THE MATTER OF LOAN APPLICATION       )  
NO. FAP-26-0003-L IN THE NAME OF       )  
THE DURANT CITY UTILITIES AUTHORITY    )  
BRYAN COUNTY, OKLAHOMA                    )

**PROPOSED  
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 21<sup>st</sup> day of October, 2025.

WHEREAS, The Durant City Utilities Authority (the "Applicant") has made its Application for Funding No. FAP-26-0003-L (the "Loan Application") to the Board for a loan from the proceeds of the Board's State Loan Program Revenue Bonds issued pursuant to the 2016 General Bond Resolution dated as of November 1, 2016, as supplemented and amended (the "Bond Resolution"), and authorized by Title 82 Oklahoma Statutes 2021, Sections 1085.31 *et seq.*, as amended; and

WHEREAS, the Applicant intends to use the loan to provide for acquisition, development, and utilization of storage and control facilities for water and sewage systems for the use and benefit of the public and for the conservation and distribution of water for beneficial purposes in or from reservoirs or other storage facilities and/or refinancing indebtedness originally incurred for such purposes; 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. FAP-26-0003-L in the name of The Durant City Utilities Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

**Purpose**

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) upsize drainage structures at six roadway crossings and two railroad crossings, integrate improvements with the planned Drainage Improvements Project from 16th Avenue to 4th Avenue, all related appurtenances (the "Project"), (ii) satisfy the Local Reserve Requirement, if necessary and (iii) pay related costs of issuance, all as more specifically set forth in the Application.

**Terms and Conditions**

1. A loan shall be made out of proceeds of the Board's State Loan Program Revenue Bonds to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$16,450,000.00. The Applicant shall pay interest on the loan at a fixed or variable rate to be established periodically by the Board. Principal and

**ORDER APPROVING LOAN APPLICATION  
THE DURANT CITY UTILITIES AUTHORITY  
FAP-26-0003-L**

interest payments shall be made on a semi-annual basis or as otherwise provided for under the Bond Resolution. The term of the loan shall be no longer than thirty (30) years.

2. The loan shall be secured with a lien on the revenues of the Applicant's water, sewer, and sanitation systems, a 3 cents sales tax and may include a mortgage on the Applicant's water and sewer systems and other real property.

3. 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 loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from proceeds of the Board's State Loan Program Revenue Bonds in accordance with the requirements of the Bond Resolution.

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, and Bond Resolution requirements. 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 21st day of October, 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Thomas A. Gorman, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
THE DURANT CITY UTILITIES AUTHORITY  
FAP-26-0003-L**

Reviewed By:



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Lori Johnson, Chief  
Financial Assistance Division

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

**Applicant:** The Durant City Utilities Authority, Bryan County

**Loan Application No.:** FAP-26-0002-L  
State Loan Program Revenue Bond Loan (“FAP Loan”)

**Amount Requested:** \$35,270,000.00

**Interest Rate:** The FAP Loan shall bear interest at a fixed rate.

**Payment Term:** Principal and interest payments shall be made on a semi-annual basis. The term of the FAP Loan shall be no longer than thirty (30) years.

**Security Position:** The loan shall be secured with a lien on the revenues of the applicant's water, sewer, and sanitation systems, a 3 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) install a transmission watermain, replace existing water lines, and upgrade booster pump stations, all related appurtenances (the “Project”), (ii) satisfy the Local Reserve Requirement, if necessary; and (iii) pay related costs of issuance.

<b><u>Sources of Funds (Est.)</u></b>		<b><u>Uses of Funds (Est.)</u></b>	
Loan Proceeds	\$35,619,589.92	Project	\$34,798,549.00
		Bond Counsel	340,194.36
		Financial Advisor	340,194.36
		OWRB Costs of Issuance	139,902.20
		Trustee Bank	750.00
<b>Total</b>	<b><u>\$35,619,589.92</u></b>	<b>Total</b>	<b><u>\$35,619,589.92</u></b>

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

IN THE MATTER OF LOAN APPLICATION       )  
NO. FAP-26-0002-L IN THE NAME OF       )  
THE DURANT CITY UTILITIES AUTHORITY    )  
BRYAN COUNTY, OKLAHOMA                 )

**PROPOSED  
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 21st day of October, 2025.

WHEREAS, The Durant City Utilities Authority (the "Applicant") has made its Application for Funding No. FAP-26-0002-L (the "Loan Application") to the Board for a loan from the proceeds of the Board's State Loan Program Revenue Bonds issued pursuant to the 2016 General Bond Resolution dated as of November 1, 2016, as supplemented and amended (the "Bond Resolution"), and authorized by Title 82 Oklahoma Statutes 2021, Sections 1085.31 *et seq.*, as amended; and

WHEREAS, the Applicant intends to use the loan to provide for acquisition, development, and utilization of storage and control facilities for water and sewage systems for the use and benefit of the public and for the conservation and distribution of water for beneficial purposes in or from reservoirs or other storage facilities and/or refinancing indebtedness originally incurred for such purposes; 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. FAP-26-0002-L in the name of The Durant City Utilities Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

**Purpose**

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) install a transmission watermain, replace existing water lines, and upgrade booster pump stations, all related appurtenances (the "Project"), (ii) satisfy the Local Reserve Requirement, if necessary and (iii) pay related costs of issuance, all as more specifically set forth in the Application.

**Terms and Conditions**

1. A loan shall be made out of proceeds of the Board's State Loan Program Revenue Bonds to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$35,270,000.00. The Applicant shall pay interest on the loan at a fixed or variable rate to be established periodically by the Board. Principal and interest payments shall be made on a semi-annual basis or as otherwise provided for under the Bond Resolution. The term of the loan shall be no longer than thirty (30) years.



**ORDER APPROVING LOAN APPLICATION  
THE DURANT CITY UTILITIES AUTHORITY  
FAP-26-0002-L**

2. The loan shall be secured with a lien on the revenues of the Applicant's water, sewer, and sanitation systems, a 3 cent sales tax and may include a mortgage on the Applicant's water and sewer systems and other real property.

3. 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 loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from proceeds of the Board's State Loan Program Revenue Bonds in accordance with the requirements of the Bond Resolution.

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, and Bond Resolution requirements. 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 21st day of October 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Thomas A. Gorman, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
THE DURANT CITY UTILITIES AUTHORITY  
FAP-26-0002-L**

Reviewed By:



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Lori Johnson, Chief  
Financial Assistance Division

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

**Applicant:** Stillwater Utilities Authority, Payne County

**Loan Application No.:** FAP-26-0001-L  
State Loan Program Revenue Bond Loan (“FAP Loan”)

**Amount Requested:** \$112,905,000.00

**Interest Rate:** The FAP Loan shall bear interest at a fixed rate.

**Payment Term:** Principal and interest payments shall be made on a semi-annual basis. The term of the FAP Loan shall be no longer than thirty (30) years.

**Security Position:** The loan shall be secured with a lien on the revenues of the applicant's water, sewer, sanitation, and electric systems, a 1 cent sales tax and may include a mortgage on the applicant's water, sewer, and electric systems and other real property.

**Purpose:** The applicant will utilize the loan proceeds to: (i) rehabilitate existing water storage tanks, install a new flow control vault, make repairs to the existing concrete basins, replace solid contact units (SCUs), the spur gear drive on the North SCU, and wastewater lift stations at Quail Ridge and Woodland Trails, all related appurtenances (the “Project”), (ii) satisfy the Local Reserve Requirement, if necessary; and (iii) pay related costs of issuance.

**Sources of Funds (Est.)**

Loan Proceeds	\$108,359,115.95
<b>Total</b>	<b><u><u>\$108,359,115.95</u></u></b>

**Uses of Funds (Est.)**

Project	\$106,276,567.35
Bond Counsel	815,193.37
Financial Advisor	815,193.37
OWRB Costs of Issuance	451,411.86
Trustee Bank	750.00
<b>Total</b>	<b><u><u>\$108,359,115.95</u></u></b>

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

IN THE MATTER OF LOAN APPLICATION        )  
NO. FAP-26-0001-L IN THE NAME OF        )  
STILLWATER UTILITIES AUTHORITY        )  
PAYNE COUNTY, OKLAHOMA        )

**PROPOSED  
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 21st day of October, 2025.

WHEREAS, Stillwater Utilities Authority (the "Applicant") has made its Application for Funding No. FAP-26-0001-L (the "Loan Application") to the Board for a loan from the proceeds of the Board's State Loan Program Revenue Bonds issued pursuant to the 2016 General Bond Resolution dated as of November 1, 2016, as supplemented and amended (the "Bond Resolution"), and authorized by Title 82 Oklahoma Statutes 2021, Sections 1085.31 *et seq.*, as amended; and

WHEREAS, the Applicant intends to use the loan to provide for acquisition, development, and utilization of storage and control facilities for water and sewage systems for the use and benefit of the public and for the conservation and distribution of water for beneficial purposes in or from reservoirs or other storage facilities and/or refinancing indebtedness originally incurred for such purposes; 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. FAP-26-0001-L in the name of Stillwater Utilities Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

**Purpose**

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) rehabilitate existing water storage tanks, install a new flow control vault, make repairs to the existing concrete basins, replace solid contact units (SCUs), the spur gear drive on the North SCU, and wastewater lift stations at Quail Ridge and Woodland Trails, all related appurtenances (the "Project"), (ii) satisfy the Local Reserve Requirement, if necessary and (iii) pay related costs of issuance, all as more specifically set forth in the Application.

**Terms and Conditions**

1. A loan shall be made out of proceeds of the Board's State Loan Program Revenue Bonds to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$112,905,000.00. The Applicant shall pay interest on the loan at a fixed or variable rate to be established periodically by the Board. Principal and

**ORDER APPROVING LOAN APPLICATION  
STILLWATER UTILITIES AUTHORITY  
FAP-26-0001-L**

interest payments shall be made on a semi-annual basis or as otherwise provided for under the Bond Resolution. The term of the loan shall be no longer than thirty (30) years.

2. The loan shall be secured with a lien on the revenues of the Applicant's water, sewer, sanitation, and electric systems, a 1 cent sales tax and may include a mortgage on the Applicant's water, sewer, and electric systems and other real property.

3. 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 loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from proceeds of the Board's State Loan Program Revenue Bonds in accordance with the requirements of the Bond Resolution.

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, and Bond Resolution requirements. 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 21st day of October, 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Thomas A. Gorman, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
STILLWATER UTILITIES AUTHORITY  
FAP-26-0001-L**

Reviewed By:



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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 PLEDGED COLLATERAL 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 sales tax revenues of 1% and accepting the dedication of the .3% sales tax revenues 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 PLEDGED COLLATERAL SECURING LOAN**  
**Bixby Public Works Authority**

So ordered this 21st day of October, 2025, in regular and open meetings of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Thomas A. Gorman, Chairman


ATTEST:

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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 PLEDGED COLLATERAL 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 sales tax revenues of 1% and accepting the dedication of the .3% sales tax revenues 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 PLEDGED COLLATERAL SECURING LOAN**  
**Bixby Public Works Authority**

So ordered this 21st day of October, 2025, in regular and open meetings of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Thomas A Gorman, Chairman

ATTEST:

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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 PLEDGED COLLATERAL 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 two tenths (.20) 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 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 sales tax revenues of 1% and accepting the dedication of the .2% sales tax revenues 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 PLEDGED COLLATERAL SECURING LOAN**  
**Bixby Public Works Authority**

So ordered this 21st day of October, 2025, in regular and open meetings of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Thomas A. Gorman, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

Reviewed By:



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Lori Johnson, Chief  
Financial Assistance Division

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

FINANCIAL ASSISTANCE DIVISION

October 21, 2025

## **EMERGENCY GRANT APPLICATION** **RECOMMENDED FOR APPROVAL**

**APPLICANT:** The Salina Public Works Authority  
**COUNTY:** Mayes

**DATE RECEIVED:** 09/23/2025  
**APPLICATION NUMBER:** FAP-26-0002-G

**Amount Requested:** \$37,286.00

**Amount Recommended:** \$37,286.00

**PROJECT DESCRIPTION:** The Salina Public Works Authority (Authority) operates a wastewater system. The Authority has experienced a failure of two sewage pumps that were installed approximately 18 months ago. Both pump volutes failed simultaneously, causing a back up of raw sewage in the sewer system. The proposed project is to replace the existing pumps with higher-grade pumps that include an improved warranty, plus all appurtenances to complete the project. The estimated cost of the project is \$43,867.00 which will be funded by the OWRB Emergency grant in the amount of \$37,286.00 and \$6,581.00 from local funds.

Priority Ranking		Priority Points
<b>Emergency Ranking</b> <u>1</u> (Maximum: 50 points)		<u>50</u>
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)		
Water rate per 5,000 gal/month: \$ 67.24	( ) Flat rate <u>-3</u>	<u>13</u>
Sewer rate per 5,000 gal/month: <u>46.09</u>	( ) Decreasing Block <u>-2</u>	
Total \$ 113.33	( ) Uniform <u>0</u>	
	(X) Increasing Block <u>+2</u>	
<u>10</u> points	(X) Sales tax (W/S) <u>+1</u>	
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)		
Total Indebtedness: \$ 1,863,098.00		<u>10</u>
Monthly Debt Payment: \$ 18,472.00		
Number of Customers: 803		
Monthly Payment Per Customer: \$ 23.00		
<b>LOCAL PARTICIPATION</b> (Maximum 10 points)		
From Reserves: \$ 6,581.00		<u>1</u>
Contribution from Loan: \$ 0.00		
% of Project Local Funded: 15%		
<b>MEDIAN HOUSEHOLD INCOME</b> \$ 43,636.00 (Maximum: 10 points)		<u>3</u>
<b>ABILITY TO FINANCE PROJECT</b> (Maximum: 12 points)		
$FP = \frac{(\$37,286.00)}{(803)} \frac{(0.0710)}{(12)} = \$ 0.27$		<u>0</u>
<b>AMOUNT OF GRANT REQUESTED</b> (Maximum: 10 points)		
AR = \$37,286.00		<u>7</u>
<b>REQUEST NUMBER</b> <u>1</u>		<u>0</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b> No		<u>0</u>
<b>TOTAL PRIORITY POINTS</b>		<u>84</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 Salina 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 21st day of October 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Thomas A. Gorman, Chairman

ATTEST:

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Suzanne Landess , Secretary

(SEAL)

Reviewed By:



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Lori Johnson, Chief  
Financial Assistance Division



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

**Applicant:** Drumright Utility Trust, Creek County

**Loan Application No.:** ORF-23-0058-DW  
Drinking Water SRF Loan (“DWSRF Loan”)

**Amount Requested:** \$438,130.52

**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) replace water lines throughout the system, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

**Sources of Funds (Est.)**

Loan Proceeds \$438,130.52

**Total** \$438,130.52

**Uses of Funds (Est.)**

Project \$427,177.26

Bond Counsel 10,953.26

**Total** \$438,130.52

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

IN THE MATTER OF LOAN APPLICATION       )  
NO. ORF-23-0058-DW IN THE NAME OF       )  
DRUMRIGHT UTILITY TRUST                       )  
CREEK COUNTY, OKLAHOMA                       )

**PROPOSED  
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 21st day of October, 2025.

WHEREAS, Drumright Utility Trust (the "Applicant") has made its Application for Funding No. ORF-23-0058-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-23-0058-DW in the name of Drumright Utility Trust be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

**Purpose**

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) replace water lines throughout the system, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

**Terms and Conditions**

1. 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 \$438,130.52.

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-obligate all or a portion of the loan funds in order to be used by the Board to make other DWSRF loans, as the

**ORDER APPROVING LOAN APPLICATION  
DRUMRIGHT UTILITY TRUST  
ORF-23-0058-DW**

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 21st day of October, 2025 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Thomas A. Gorman, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
DRUMRIGHT UTILITY TRUST  
ORF-23-0058-DW**

Reviewed By:



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Lori Johnson, Chief  
Financial Assistance Division

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

**Applicant:** Tonkawa Tribe of Indians of Oklahoma, Kay County

**Grant Application No.:** ARP-25-0002-DTG  
American Rescue Plan Act Grant (“ARPA Grant”)

**Amount Requested:** \$500,000.00

**Designated Grant**

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

**Purpose:** Tonkawa Tribe of Indians of Oklahoma currently receives water from the Town of Tonkawa. The tribe would like to have more control over the water they receive to be sure it is clear of contaminants. The proposed project is to drill a water well, build a treatment system, and install approximately 8,550 LF of 6-inch PVC pipe to distribute water to the tribal grounds, and all appurtenances required to complete the project.

<b><u>Sources of Funds (Est.)</u></b>		<b><u>Uses of Funds (Est.)</u></b>	
OWRB ARPA Grant:	\$500,000.00	Project:	\$1,631,000.00
Tonkawa Tribe Tribal Matching Funds:	500,201.00		
Bureau of Indian Affairs:	630,799.00		
<b>Total</b>	<u>\$1,631,000.00</u>	<b>Total</b>	<u>\$1,631,000.00</u>

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

IN THE MATTER OF AMERICAN RESCUE PLAN ACT    )  
(ARPA) GRANT APPLICATION NO. ARP-25-0002-DTG    )  
IN THE NAME OF THE TONKAWA TRIBE OF INDIANS    )  
OF OKLAHOMA, KAY COUNTY, OKLAHOMA.            )

**PROPOSED  
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 21st day of October 2025. The Board finds that since the application for this grant has met the eligibility requirements for this grant, and that since sufficient funds are available, the grant application for an amount not to exceed \$500,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$500,000.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to drill a water well, build a treatment system, and install approximately 8,550 LF of 6-inch PVC pipe to distribute water to the tribal grounds. 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, Tonkawa Tribe of Indians of Oklahoma is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA regulations, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 21st day of October 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 cursive script that reads "Lori Johnson".

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Lori Johnson, Chief  
Financial Assistance Division

## ARPA GRANT APPLICATION RECOMMENDED FOR APPROVAL

**APPLICANT:** Seminole Municipal Authority  
**COUNTY:** Seminole

**DATE RECEIVED:** 11/30/2022  
**APPLICATION NUMBER:** ARP-23-0298-G  
**ARPA NUMBER:** ARPA-YY002306  
**Amount Recommended:** \$650,264.59

**Amount Requested:** \$650,264.59

**PROJECT DESCRIPTION:** Seminole Municipal Authority (Authority) operates a water and wastewater system. In an effort to keep the infrastructure up to date, the Authority has completed several improvements. The proposed project is to reimburse the cost for water line and sewer line improvements around the city, water well repair and all appurtenances required to complete the project. The cost for the projects was \$1,317,580.98, which was funded by local funds, and is eligible for an OWRB ARPA Grant of \$650,264.59.

Priority Ranking					Priority Points
Population <u>3,496</u>					
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)					
Water rate per 5,000 gal/month:	\$	41.75	( ) Flat rate	<u>-3</u>	<u>10</u>
Sewer rate per 5,000 gal/month:		<u>38.10</u>	( ) Decreasing Block	<u>-2</u>	
Total	\$	79.85	(X) 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:	\$	42,836,000.00			<u>10</u>
Monthly Debt Payment:	\$	72,000.00			
Number of Customers:		3496			
Monthly Payment Per Customer:	\$	20.59			
APCI Tier	Tier	1.00	(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>0</u>
BENEFIT OF PROJECT TO OTHER SYSTEMS <u>No</u>					<u>0</u>
FISCAL SUSTAINABILITY					<u>3</u>
TOTAL PRIORITY POINTS					<u>47</u>



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

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT     )  
(ARPA) GRANT APPLICATION                                     )  
NO. ARP-23-0298-G IN THE NAME OF THE                     )  
SEMINOLE MUNICIPAL AUTHORITY,                             )  
SEMINOLE COUNTY, OKLAHOMA.                                 )

**PROPOSED  
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 21st day of October 2025. The Board finds that since the application for this grant has received a priority ranking of 47 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 \$650,264.59 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$650,264.59.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to reimburse the cost for water line and sewer line improvements around the city and water well repair. 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, Seminole Municipal Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 21st day of October 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)

Seminole Municipal Authority  
OWRB ARPA Grant No. ARP-23-0298-G

Reviewed By:

A handwritten signature in black ink, appearing to read "Lori Johnson". The signature is written in a cursive, flowing style.

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Lori Johnson, Chief  
Financial Assistance Division

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

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

October 21, 2025

**AGENDA ITEM 3D(1)**  
**JOINT FUNDING AGREEMENT**

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



## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Oklahoma-Texas Water Science Center  
202 NW 66<sup>th</sup> St. Bldg. 7  
Oklahoma City, OK 73116

August 1, 2025

Mr. Lance Phillips  
Oklahoma Water Resources Board  
3800 N. Classen Boulevard  
Oklahoma City, Oklahoma 73118

Dear Mr. Phillips:

Enclosed is our standard joint-funding agreement 26SJFAOK002000 between the U.S. Geological Survey Oklahoma-Texas Water Science Center and Oklahoma Water Resources Board for negotiated deliverables (see attached), during the period October 1, 2025 through September 30, 2026 in the amount of \$51,700 from your agency. U.S. Geological Survey contributions for this agreement are \$44,300 for a combined total of \$96,000. Please sign and return one fully-executed original to Mitchell King at [GS-W-OT\\_OTFM@usgs.gov](mailto:GS-W-OT_OTFM@usgs.gov).

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jason Lewis at (405) 651-2029 or email [jmlewis@usgs.gov](mailto:jmlewis@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Mitchell King at phone number (405) 249-3296 or [GS-W-OT\\_OTFM@usgs.gov](mailto:GS-W-OT_OTFM@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

*Meghan Roussel*

Meghan Roussel  
Acting Director

Enclosure  
26SJFAOK002000

Cooperative Program  
between the **Oklahoma Water Resources Board**  
and the **U.S. GEOLOGICAL SURVEY**  
for the **Little Washita River**  
for the Fiscal Year ending September 30, 2026

Program Description:

The program, initiated February 1992, provided for the collection of continuous monitoring of seven stream-flow sites and three lakes within the Little Washita River Basin; and the Washita River near Carnegie Station beginning October 2003.

Beginning October 2004, the program discontinued two lake gages, 07327484 Pond 11 and 073274460 Pond 31, and discontinued three surface-water gages; 073274408 Little Washita Tributary near Cyril, 073274458 Creek Inflow to Pond 31 near Cement, and 073274830 Boggy Creek North of Ninnekah. This reduced the original program to four stream-flow sites and one lake gage in the Little Washita River Basin.

Beginning October 2004, the program transferred funding from the Little Washita Basin to the Fort Cobb Basin for the purpose of reinstating two surface-water gages, 073258500 Lake Creek near Eakly and 073258600 Willow Creek near Albert Willow and construction of a new station on Upper Lake Creek, 07325840 Lake Creek near Sickles, chosen to study surface runoff and constituent loading on small drainages. Cobb Creek near Eakly, Lake Creek near Eakly, and Willow Creek near Albert will include base-flow and event-flow sampling. The purpose of these gages is to monitor the inflow into Fort Cobb and nutrient and sediment constituents of major tributaries.

Beginning October 2009, the Ft Cobb Basin sampling program changed in that the base-flow samples for Cobb Creek near Eakly, Lake Creek near Eakly, and Willow Creek near Albert have been discontinued and only the six event-flows will continue to be sampled. Beginning October 2012 the six event-flows will be discontinued at these three stations.

Beginning October 2012 all sampling has been discontinued. The Little Washita River above Pond 26 and Pond 26 streamgaging station have been discontinued in FY 2014 due to reductions in federal funding.

The continuous data provided by satellite telemetry is used in research by: Agriculture Research Service, Grazing Lands Research Laboratory; Oklahoma and Oklahoma State Universities; National Weather Service NEXRAD calibration; and various other agencies concerned with rainfall, soil moisture, crop land runoff, land use changes, and constituent loading of the Ft Cobb watershed.

The program cost for October 1, 2025 to September 30, 2026 for operation, maintenance, and publication is summarized in the following table:

<u>Station No.</u>	<u>Station Name</u>	<u>Line Item Cost</u>	<u>Total</u>
<b>Fort Cobb Lake Basin</b>			
07325800*	Cobb Creek near Eakly, Six Base-Flow Samples	\$ 0	
07325800*	Cobb Creek near Eakly, Six Event-Flow Samples	\$ 0	\$ 0
07325840	Lake Creek near Sickles, Annual O&M	\$16,000	\$16,000
07325850	Lake Creek near Eakly, Annual O&M	\$16,000	
07325850	Lake Creek near Eakly, Six Base-Flow Samples	\$ 0	
07325850	Lake Creek near Eakly, Six Event-Flow Samples	\$ 0	\$16,000
07325860	Willow Creek near Albert, Annual O&M	\$16,000	
07325860	Willow Creek near Albert, Six Base-Flow Samples	\$ 0	
07325860	Willow Creek near Albert, Six Event-Flow Samples	\$ 0	\$16,000
<b>Little Washita River Basin</b>			
07327440.6	Little Washita River above Pond 26	\$ 0	\$ 0
07327441	SCS Pond No. 26	\$ 0	\$ 0
07327442	Little Washita River near Cyril	\$16,000	\$16,000
07327447	Little Washita River near Cement	\$16,000	\$16,000
07327550	Little Washita River East of Ninnekah	\$16,000	\$16,000
<b>Total</b>			<b>\$96,000</b>

\*Annual Surface-Water O&M funded by Ft. Cobb Master Conservancy District and the USGS

USDA ARS to Oklahoma Water Resources Board share.....	\$51,700
U.S. Geological Survey matching share.....	\$44,300

Form 9-1366  
(May 2018)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000000284  
Agreement #: 26SJFAOK002000  
Project #: SJ009ME  
TIN #: 73-6017987

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Oklahoma Water Resources Board party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$44,300 by the party of the first part during the period  
October 1, 2025 to September 30, 2026
- (b) \$51,700 by the party of the second part during the period  
October 1, 2025 to September 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,  
in the amount of: \$0  
  
Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be  
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters  
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).



Form 9-1366  
(May 2018)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000000284  
Agreement #: 265JJFAOK002000  
Project #: SJ009ME  
TIN #: 73-6017987

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Jason Lewis  
Branch Chief  
Address: 202 NW 66th Street  
Oklahoma City, OK 73116  
Telephone: (405) 651-2029  
Fax: (n/a)  
Email: jmlewis@usgs.gov

**Customer Technical Point of Contact**

Name: Lance Phillips  
Address: 3800 N. Classen Boulevard  
Oklahoma City, Oklahoma 73118  
Telephone: (405) 530-8800  
Fax: (n/a)  
Email: lance.phillips@owrb.ok.gov

**USGS Billing Point of Contact**

Name: Mitchell King  
Budget Analyst  
Address: 202 NW 66th Street  
Oklahoma City, OK 73116  
Telephone: (405) 249-3296  
Fax: (n/a)  
Email: mking@usgs.gov

**Customer Billing Point of Contact**

Name: Jessica Billingsley  
Address: 3800 N. Classen Blvd.  
Oklahoma City, OK 73118  
Telephone: (405) 530-8800  
Fax: (n/a)  
Email: jessica.billingsley@owrb.ok.gov

U.S. Geological Survey  
United States  
Department of Interior

Oklahoma Water Resources Board

**Signature**  
Digitally signed by  
MEGHAN ROUSSEL  
Date: 2025.08.04  
08:19:05 -05'00'  
**By** MEGHAN ROUSSEL  
Name: Meghan Roussel  
Title: Acting Director

**Signatures**  
  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:  
  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:  
  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

**Signature:** *Lance Phillips*

**Email:** lance.phillips@owrb.ok.gov

**Signature:** *Jessica Billingsley*

**Email:** jessica.billingsley@owrb.ok.gov

**Signature:** *Sara Gibson*

**Email:** sara.gibson@owrb.ok.gov

**Signature:** *Bill Cauthron*

**Email:** bill.cauthron@owrb.ok.gov

**Signature:** *Anil Pillai*

**Email:** anil.pillai@owrb.ok.gov

**Signature:** *Angela Rodriguez*

**Email:** angela.rodriguez@owrb.ok.gov

**AGENDA ITEM 3D(2)**

**JOINT AGREEMENT**

**WITH:** Office of Management and Enterprise Services Information Services

**PURPOSE:** A contract with the Office of Management and Enterprise Services (OMES) to enhance the Oklahoma Dam Inventory application. The project will add functionality for creating, managing, and distributing official correspondence to dam owners, including reusable templates that auto-populate dam and owner data with options for custom inspection content.

**AMOUNT:** Not to exceed \$22,770.00



## Office of Management and Enterprise services Information Services

Statement of Work Number: SOW0004714

Project Name: Oklahoma Dam Inventory Letter Generation

Project Number:

P-Code: 090P008534

Demand Number: DMND0372406

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.)**

OWRB requests OMES assist in the update need for the Oklahoma Dam Inventory Letter Generation

The existing agency application currently lacks essential functionality for effectively managing and communicating with dam owners. To address this gap, there is a need to enhance the application by adding features that support the creation, editing, and distribution of official correspondence related to dam inspections, compliance, and administrative processes.

A primary requirement is the ability to create and manage reusable letter templates that can be dynamically populated with data. While the system should auto-fill basic dam and owner information, it must also support the insertion of custom inspection observations and required actions specific to each dam or inspection event.

Additionally, the functionality must accommodate letters involving multiple dams and multiple owners, with individually tailored content where necessary. This capability will streamline workflows, reduce repetitive manual effort, and improve the consistency and accuracy of communication.

Users must be able to generate print-ready letters directly from the application using saved templates, with formatting suitable for both physical mailing and email distribution. To ensure accuracy, letters must automatically pull current data from the application's database, reflecting the latest dam and owner information. This dynamic content functionality is especially critical for inspection report review letters, reminder notices, and other regulatory communications that often vary from one recipient to another.



OWRB also needs the ability to mass print letters. For example, we have a standard inspection reminder that is sent out annually. So we would like the capability to print all of these letters at once rather than printing for each individual dam

**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.)**

This SOW is in effect through June 30, 2026. Specific dates of activity will be coordinated with the project team and agency.

**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
810	Project-Consulting Specialist	207	\$110.00	\$22,770.00
Total Per Hour Costs				\$22,770.00



Monthly costs associated with project completion

Part #	Part	Quantity	Rate	Amount
628	Maint- Application Maint			\$0.00
	<b>Total Monthly Costs</b>			\$0.00

<b>Total Cost</b>	\$22,770.00
-------------------	-------------

**IV.Assumptions: (The Project scope and estimated costs include the following assumptions.)**

**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.

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

SEAL:

**AGENDA ITEM 3D(3)**  
**PROPOSED AGREEMENT**

**WITH:** Business Imaging Systems, Inc “BIS”

**PURPOSE:** Statement of work to digitize microfiche documents – Business Imaging Systems, Inc “BIS” is digitizing approximately 20,000 microfiche cards containing OWRB historical records, of which nearly 17,000 are water right records, to facilitate permanent preservation of the records.

**AMOUNT:** Not to exceed \$24,750.00

**TERM:** Two Months



# Proposal

for



**OKLAHOMA**  
Water Resources Board

**Kylee Wilson**

[Kylee.Wilson@owrb.ok.gov](mailto:Kylee.Wilson@owrb.ok.gov)

**3800 North Classen Blvd Oklahoma City, OK 73118**

by



**Trevor Peden**

[Tpeden@bisok.com](mailto:Tpeden@bisok.com)

**405.418.7466**

CONTENTS	
Current State.....	3
Assumptions.....	3
Document Type.....	3
Cards .....	3
Estimated Boxes.....	3
Current Challenges.....	4
The Need.....	4
Document Type.....	4
Cards .....	4
Estimated Boxes.....	4
The Solution & Implementation .....	5
Chain of custody.....	6
Retrievals .....	7
Future State .....	8
The Value Proposition.....	8
The Timeline.....	8
Compensation .....	9
Acceptance.....	10

## CURRENT STATE

Oklahoma Water Resources Board has a large backfile of micro fiche that needs to be digitized to make room for new office space. There is an urgency to get this backfile scanned to preserve the micro fiche as it is deteriorating the older it gets. The conditions of where the micro fiche is kept is not optimal. It is also being stored in a separate location in the building, making it very difficult to access.

## ASSUMPTIONS

The following assumptions were made during the creation of this document based on information discovered during an onsite meeting. If any of the assumptions below are found to be invalid during the project, a change order may be required for additional services.

### MICROFICHE RECORDS COLLECTION

- Approximately 20,000 cards of Micro Fiche.
- Micro fiche is in good condition.
- The micro fiche will be boxed in 1.2 c.f. boxes.
- The following are document types included in this proposal:
  - ✓ Micro fiche cards of 4 different document types. (Each card is a separate multi-page PDF)
    - ✓ Water Rights
    - ✓ Active
    - ✓ Not Active
    - ✓ Non-Water Rights (Other)

The expected volumes/averages for this project are shown below:

DOCUMENT TYPE	CARDS	ESTIMATED BOXES
Micro Fiche	20,000	5 Boxes

- Client has the Fiche in 22 Boxes

### CLIENT

- Client will provide a subject matter expert, when necessary, to answer questions pertaining to the film being converted between the hours of 8:00am-4:00pm M-F.
- Client will allow BIS employees to access the records for boxing/reboxing/pickup/return between the hours of 8:00am-4:00pm M-F.
- Client will sign off on test run for acceptable image quality.

### BIS

- Records viewed are assumed to be the same throughout the collection in terms of organization and condition.
- BIS will not perform any document purging
- Document Separation will not be necessary
- BIS will migrate all images to the Oklahoma Water Resources Board onto a hard drive. OWRB will be responsible for the import into their Onbase system.

## ***Oklahoma Water Resources Board – DMC Conversion of Micro Fiche***

- BIS will remove all images from BIS file stores 90 days after final delivery and once joint acceptance is reached.
- BIS will store micro fiche in a climate-controlled location, off the floor.

### **SCOPE OF SERVICES SUMMARY**

- All micro fiche will be boxed and picked up by BIS personnel.
- BIS will securely transport the boxes of Micro fiche to the BIS processing lab in Edmond, OK.
- 300 DPI Greyscale output for the micro fiche cards.
- Files named by card name and 4-digit year.
- Indexing included: Index by card name into one PDF. Each card is a multi-page PDF
- Page size: Original size imaged to the film will be returned in the digital output (letter/legal).
- BIS will digitize all micro fiche cards creating a multi-page PDF per card. All files will be put on a hard drive. OWRB will be responsible for the import into their Onbase system.
- BIS will retain all converted digital files for a period of up to 90 days during which time Oklahoma Water Resources Board will review the PDFs for joint acceptance. Once Oklahoma Water Resources Board approves the images BIS will remove all data from file stores.

### **CURRENT CHALLENGES**

Oklahoma Water Resources Board faces several challenges daily by continuing to use the Micro fiche cards.

- Office space being taken up by the Micro fiche.
- Risk of natural disaster destroying records and leaving Client at risk.
- Difficult to access images
- Cards will continue to deteriorate from processing chemicals.
- Cards are not in the same office. Making it hard to have access or to obtain documents in a timely manner.

### **THE NEED**

Oklahoma Water Resources Board needs their Microfiche files digitized. There is an urgency to get these Micro fiche cards scanned as the integrity of the cards is starting to fail due to environment and the way the cards were processed. This creates the need to preserve and digitize the historical data for the agency. There are approximately 20,000 Micro fiche cards worth of files that need to be digitized and migrated to a hard drive. OWRB will be responsible to migrate the data into their OnBase system.

DOCUMENT TYPE	CARDS	ESTIMATED BOXES
Micro Fiche	20,000	5 Boxes

- BIS will box approximately 20,000 cards of Micro fiche. (Additional Fee)
- BIS will transport approx. 20,000 Micro fiche of Case files from Oklahoma Water Resources Board to BIS.
- Micro fiche cards to be scanned in 300 DPI greyscale.
- Files named by card name and 4-digit year.

### *Oklahoma Water Resources Board – DMC Conversion of Micro Fiche*

- Indexing included: Index by card name. Each card is a separate multi-page PDF
- Micro fiche will need to be boxed up after conversion to be returned to Oklahoma Water Resources Board.
- Micro fiche cards will need to stay at BIS until joint approval is given from Oklahoma Water Resources Board and BIS. Once joint approval is reached the Micro fiche cards will be returned to Oklahoma Water Resources Board.
- Dedicated DMC Resource – 1 Resource (2 months)
  - 1 DMC Resource will be allocated to this project specializing in the areas of:
    - Inventory Control
    - Prep
    - Scan
    - Review/Validate
    - Re-scan
    - Quality Control
    - Product and Project Management
    - Post Prep
    - Delivery
- Professional Services – (2.5 Days)
  - 20 hours of professional services to be billed as needed during the project.

This project is expected to take 2 months to complete based on the samples we were provided, but in the event of unforeseen delays, the dedicated resources can be extended for additional months to ensure project completion. We do not foresee this project taking longer than the estimated 2 months, but if for some reason it needs to be extended. An extension quote will be delivered and approved before the end of estimated two months. If dedicated resources need to be extended for additional months the resource will be billed at the same rate as on this proposal and a change order will need to be processed.

## THE SOLUTION & IMPLEMENTATION

Oklahoma Water Resources Board needs their Microfiche files digitized. There is an urgency of getting these Micro fiche cards scanned as the integrity of the Micro fiche has the potential of starting to fail due to environment and the way the film was processed. This creates the need to preserve and digitize these records. Each card will be processed through Grooper to enhance the images and clean up each image. Each card will be named the same as the title on the card and 4-digit year. Each card will be a single multi-page PDF. The PDF's will be migrated to a hard drive. OWRB will be responsible for migration into their Onbase system.

- BIS will pick up Micro fiche cards at Oklahoma Water Resources Board office
  - Oklahoma Water Resources Board  
3800 North Classen Blvd.  
Oklahoma City, OK 73118
- BIS will box approximately 20,000 Microfilm reels. (Additional Fee)
- BIS will transport approximately 20,000 Micro fiche cards to BIS headquarters in Edmond, OK.
- 300 DPI grayscale on all Micro fiche cards.

### *Oklahoma Water Resources Board – DMC Conversion of Micro Fiche*

- Files named by card name and 4-digit year
- Indexing included: Index by card name. Each card is a separate multi-page PDF.
- 20% Random Image review.
- The digital images will be migrated to a hard drive. OWRB will be responsible for the migration into their Onbase system.
- The Micro fiche cards will be boxed back up to be returned to Oklahoma Water Resources Board office once joint acceptance is reached.
- Dedicated DMC Resource – 1 Resources (2 months)
  - 1 DMC Resources will be allocated to this project specializing in the areas of:
    - Inventory Control
    - Prep
    - Scan
    - Review/Validate
    - Re-scan
    - Quality Control
    - Product and Project Management
    - Post Prep
    - Delivery
- Professional Services – (2.5 Days)
  - 20 hours of professional services to be billed as needed during the project.

This project is expected to take 2 months to complete based on the samples we were provided, but in the event of unforeseen delays, the dedicated resources can be extended for additional months to ensure project completion. We do not foresee this project taking longer than the estimated 2 months, but if for some reason it needs to be extended. An extension quote will be delivered and approved before the end of estimated two months. If dedicated resources need to be extended for additional months the resource will be billed at the same rate as on this proposal and a change order will need to be processed.

#### **CHAIN OF CUSTODY**

- Conversion pick-up slips are completed upon the collection of records from the Client.
- Bar code labels are applied to all boxes.
- A high-level inventory of all boxes is created. Indexing at the box level, by the corresponding bar code label, is performed.
- Each box is entered into the BIS Inventory tracking system for chain of custody.
  - ✓ All boxes are scanned as they move from one of three records center locations: Dock, Records Center, and production area.
  - ✓ All boxes are tracked through the conversion process using a variety of proprietary tools and utilities to ensure that a box can be precisely located for retrievals and on-demand scanning.

**Box Location:** Each box is assigned a location in our storage warehouse. The 9-digit code that is attached to the barcode to each box, will tell our staff the EXACT location of each box. 11C103205

*Oklahoma Water Resources Board – DMC Conversion of Micro Fiche*

- 11 = BIS Headquarters C1 = Aisle 03 = Section 2 = Row 05 = Exact Location on the shelf

## RETRIEVALS

BIS provides access to documents during the conversion process. For active scanning projects, standard retrievals are included at no additional charge, if they are not excessive in volume. Excessive retrievals performed by BIS may result in the extension of the project and additional costs to the Client.

Service levels for retrievals are: Standard (within 24 hours of request, typically same day if received by noon), Next Day (by 10am), Same Day (within 4 hours if received by Noon), RUSH (Must be received BY 2pm).

## AUTHORIZATION FOR ACCESS

To facilitate your requests, we will require the attached form for our records. Please keep a copy for your records as well.

BIS provides access to documents during the conversion process. Retrieval requests are available Monday through Friday from 7am to 4pm. All requests received after 2 PM Central Time will be processed and posted the next business day no later than 10 AM Central Time. To request document retrieval and conversion, the Customer must:

- Provide BIS a list of personnel authorized to perform retrievals.
- Provide a verbal password that must be given for each retrieval request.
- Provide a primary point of contact. This individual is authorized to add personnel to the retrievals request list.
- Requests can be emailed into [documentsretrieval@bisok.com](mailto:documentsretrieval@bisok.com) or called in at (405) 418-7446

### ACCESS AUTHORIZATION:

This shall be considered authorization for the following named individuals to have access to the contents held in the account of:

Customer Name: \_\_\_\_\_ Email: \_\_\_\_\_

Main Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Password: \_\_\_\_\_

Please list all individuals that you will be giving authorization and the password to access the records held in your account, check authorized actions: (please print or attach a typed list)

NAME	Phone
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

## FUTURE STATE

All the Micro fiche cards will be digitized and turned into multi-page PDF's that will be loaded on a portable hard drive. After digitization the Micro fiche cards, will be boxed up ready to be returned, after joint acceptance by The Oklahoma Water Resources Board's Office and BIS. Once acceptance is reached the cards will be returned to OWRB. All digital images will be kept on BIS systems for 90 (ninety) days to ensure all images given to Oklahoma Water Resources Board are approved. Once all images are approved by Oklahoma Water Resources Board, BIS will remove images from their systems and will no longer have a copy of the images. Oklahoma Water Resources Board will be responsible for migration of the data to their Onbase system.

- Approximately 20,000 Micro fiche cards will be digitized.
- Files named by card name and 4-digit year.
- Indexing: Index by card name. Each card is a separate multi-page PDF.
- All the PDF's will be migrated to a portable hard drive.
- After final approval, the Micro fiche cards will be delivered back to the Oklahoma Water Resources Board office.

## THE VALUE PROPOSITION

The Oklahoma Water Resources Board will be preserving the history of their office by converting micro fiche cards that date back to statehood. The older the cards get the worse they become, making this project a big priority. Digitally preserving these cards not only makes them easier to access but will lengthen their longevity and availability. The reader/printers for the cards have long been outdated causing issues with finding parts or being able to use them at all. Running the images of each card through Grooper will enhance the image and clean the images up giving the best possible outcome for each PDF.

## THE TIMELINE

The expected timeline for this engagement will take approximately 2 months to complete and will begin approximately 30 days after an agreement is met and after a signed proposal or PO has been received. BIS



## Oklahoma Water Resources Board – DMC Conversion of Micro Fiche

recommends VPN access for better success in completing project within proposed timeline. If VPN access is unavailable, please be aware the project could extend past proposed timeline.

This project is expected to take 2 months to complete based on the samples we were provided, but in the event of unforeseen delays, the dedicated resources can be extended for additional months to ensure project completion. If dedicated resources need to be extended for additional months each resource will be billed at the same rate as on this proposal.

### COMPENSATION

The table below provides project pricing for the services included in the scope of this PROPOSAL. The proposal pricing is based on project. If it becomes apparent during the project that additional costs may be incurred, BIS will prepare a Change Request and present it to the Client for approval. Service fees and expenses shall be calculated for each delivery and will be invoiced upon delivery. Payment shall be due Forty-five (45) days from the date of invoice. Billing will be submitted weekly. Clients who choose to pay invoices by credit card will be charged a non-refundable convenience fee of 4.00% per transaction. (Note: the 4.00% rate is subject to change.)

This proposal expires 30 days after September 22, 2025.

The general terms and conditions for this proposal are outlined in the BIS Master Services Agreement, which is incorporated herein by reference. Invoicing for professional services, records services and software subscriptions will occur weekly. Travel expenses will be billed as incurred. If significant delays are encountered during the project outside the control of BIS, a re-engagement fee of \$2,500.00 will be charged and paid prior to BIS reengaging in the project. Payment will be due Forty-five (45) days from the date of invoicing. By signing below, Customer agrees to purchase, and BIS agrees to provide, the services and product outlined in this quote. This quote is valid for 30 days from the date prepared. \*All applicable sales taxes will be added to the invoice. All third-party vendor cancellation fees and terms are non-negotiable.

BIS strives to not disclose any client information to third parties without the implicit or explicit consent of the individual. BIS has implemented physical, administrative, and technical controls for the purpose of protecting client information against unauthorized access.

Additionally, the clients who store information that may contain their clients' personal information in the BIS facility do so with the understanding that BIS strives to protect that information with the same physical, administrative, and technical controls. Ongoing monitoring of compliance with privacy policies and procedures is enforced to address any privacy related complaints and disputes.

### Pricing Based on SW1007B

Item #	Item	Qty	Type of Cost	List Cost	Discount	Totals
1	DMC Dedicated Resource (2 Months)	2	One-Time	\$11,000.00	\$1,000.00	\$20,000.00
2	Pickup / Boxing / Return (2 trips)	1	One-Time	\$250.00		\$250.00

*Oklahoma Water Resources Board – DMC Conversion of Micro Fiche*

3	Professional Services (2.5 Days)	20	Hourly	\$305.00	\$80.00	\$4,500.00
		<b>Totals</b>				<b>\$24,750.00</b>

**ACCEPTANCE**

The parties agree to the terms of this Proposal.

**BIS**

**Client**

By:

By:

Printed:

Printed:

Title:

Title:

Date:

Date:

**Signature:** 

**Email:** jay.foote@owrb.ok.gov

**Signature:** 

**Email:** anil.pillai@owrb.ok.gov

**Signature:** 

**Email:** angela.rodriguez@owrb.ok.gov

**Signature:** 

**Email:** jessica.billingsley@owrb.ok.gov

**Signature:**   
Kylee Wilson (Oct 6, 2025 13:30:00 CDT)

**Email:** kylee.wilson@owrb.ok.gov

**Signature:** 

**Email:** sara.gibson@owrb.ok.gov

# BIS Microfiche Proposal

Final Audit Report

2025-10-07

Created:	2025-10-06
By:	Francesca James (francesca.james@owrb.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzGwitlnhaw7pfbyLSBr63e6rPNicllaU


## "BIS Microfiche Proposal" History

-  Document created by Francesca James (francesca.james@owrb.ok.gov)  
2025-10-06 - 6:12:35 PM GMT
-  Document emailed to Jay Foote (jay.foote@owrb.ok.gov) for signature  
2025-10-06 - 6:12:48 PM GMT
-  Document emailed to Jessica Billingsley (jessica.billingsley@owrb.ok.gov) for signature  
2025-10-06 - 6:12:48 PM GMT
-  Document emailed to Anil Pillai (anil.pillai@owrb.ok.gov) for signature  
2025-10-06 - 6:12:48 PM GMT
-  Document emailed to Kyle Wilson (kylee.wilson@owrb.ok.gov) for signature  
2025-10-06 - 6:12:49 PM GMT
-  Document emailed to Angela Rodriguez (angela.rodriguez@owrb.ok.gov) for signature  
2025-10-06 - 6:12:49 PM GMT
-  Document emailed to Sara Gibson (sara.gibson@owrb.ok.gov) for signature  
2025-10-06 - 6:12:49 PM GMT
-  Email viewed by Angela Rodriguez (angela.rodriguez@owrb.ok.gov)  
2025-10-06 - 6:13:34 PM GMT
-  Document e-signed by Angela Rodriguez (angela.rodriguez@owrb.ok.gov)  
Signature Date: 2025-10-06 - 6:14:10 PM GMT - Time Source: server
-  Email viewed by Jay Foote (jay.foote@owrb.ok.gov)  
2025-10-06 - 6:21:09 PM GMT
-  Document e-signed by Jay Foote (jay.foote@owrb.ok.gov)  
Signature Date: 2025-10-06 - 6:22:14 PM GMT - Time Source: server





**Adobe Acrobat Sign**

 Email viewed by Kyle Wilson (kylee.wilson@owrb.ok.gov)  
2025-10-06 - 6:28:56 PM GMT

 Document e-signed by Kyle Wilson (kylee.wilson@owrb.ok.gov)  
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**AGENDA ITEM 3D(4)**  
**AMENDMENT TO AGREEMENT**

**WITH:** Lynker Technologies

**PURPOSE:** Modification to OWRB's Upper Washita River CRAM to modify the scope of work for inclusion of inactivity permits in the model and increasing the total monetary payment limit.

**AMOUNT:** Not to exceed \$101,580.00

**AMENDMENT TO AGREEMENT**  
**FOR**  
**PROFESSIONAL ENGINEERING SERVICES**

This Amendment to Agreement for Professional Engineering Services ("Agreement") is hereby entered into this \_\_\_\_ day of October, 2025, by and between the Oklahoma Water Resources Board ("OWRB") and Lynker Technologies ("Contractor").

WHEREAS, the parties entered into an Agreement on January 1, 2024 to modify OWRB's Upper Washita River CRAM model and run scenarios; and

WHEREAS, the parties wish to amend the Agreement to modify the scope of work for inclusion of inactive permits in the model and increasing the total monetary payment limit, as described in Exhibit A, by Two Thousand Two Hundred and Sixty dollars.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, be it agreed as follows:

A. Paragraph 2b of the Agreement shall be modified as follows:

**2. Payment.** Subject to the availability of adequate funding as provided below, Contractor shall be paid for performance as follows:

b. Total monetary limit. Notwithstanding any other provision of this Agreement, the total amount paid to Contractor under this Agreement shall not exceed the firm fixed price of One Hundred and One Thousand Five Hundred and Eighty dollars (\$101,580.00).

B. All other provisions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to Agreement for Professional Services on the date(s) shown below.

**LYNKER TECHNOLOGIES**

**OKLAHOMA WATER RESOURCES BOARD**

\_\_\_\_\_  
Graeme Aggett                      Date  
Title: Chief Scientist

\_\_\_\_\_  
Thomas A. Gorman                      Date  
Title: Chairman

ATTEST:

ATTEST:

\_\_\_\_\_  
Solveig Nielson                      Date  
Title: Director of Contracts

\_\_\_\_\_  
Suzanne Landess                      Date  
Title: Secretary

(SEAL)

Submitted By:  
Lynker Corporation  
Solveig Neilson, Director of Contracts  
287 Century Circle, Suite 200  
Louisville, Colorado 80027

Submitted To:  
Oklahoma Water Resources Board  
3800 N Classen Blvd  
Oklahoma City, OK 73118

Attention:  
Chris Neel  
[chris.neel@owrb.ok.gov](mailto:chris.neel@owrb.ok.gov)



# Washita River SWAM Status Quo and Adaptation Strategies Modification

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## Certifications

| CMMI-Dev Level 3 | ISO 9001:2015 | ISO 27001 | ISO 20000





## Change to Scope of Work to Revise the Upper Washita River System Model

**This is a revision to the original scope of work to add the inactive permits in each sub-basin in the model as one aggregated demand per sub-basin and use the permits in the calibration scenarios only. Adding the inactive permits will reduce the unknown losses in the model and allow for reallocation of their historic depletions from the river in scenarios representing future conditions. This will be added to the work as Task 7 shown below.**

### Introduction

The Oklahoma Water Resources Board (OWRB) requests that Lynker Corporation (Lynker) make modifications to the model to add aggregated inactive permit demands to each sub-basin, in support of the Washita Basin Study, using the Upper Washita River System Model ("the model") developed by the OWRB within the CRAM modeling system (<https://cram.readthedocs.io/en/latest/>), referred to as the Surface Water Allocation Model (SWAM) by the OWRB.

The OWRB developed the Washita Basin model to support their basin planning activities and requests updates to the period of record and model parameters to run new model scenarios to support analyses in the basin. This scope of work outlines the work to be completed as a part of the Upper Washita River System Model project. The work is to be completed in coordination with the OWRB and the U.S. Bureau of Reclamation (USBR) who are coordinating on planning studies within the watershed.

### Project Tasks

- 1) General Model Revisions (Completed)
- 2) Validation and Calibration (Completed)
- 3) Status Quo Scenarios (including technical memorandum summarizing model changes)
- 4) Adaptation Strategies
- 5) Technical Support
- 6) Meetings & Administration
- 7) **Addition of aggregated inactive permits to sub-basins**

The new project task, Task 7, is described below:

Task 7. Add Inactive Permits to Sub-Basins in aggregate:

Add aggregated demands to each stream gage for inactive permits in the reach. These will be used to recalculate the naturalization values for each stream gage and then set to zero for all future conditions scenarios where they will no longer exist.

### Revised Project Schedule

The project work is to be completed within two years to align with the project funding schedule, such that all modeling is completed by February 2026. The project work will continue with the addition of inactive permits (Task 7) before starting model scenarios (Tasks 3 and 4). Tasks 5 and 6 include time for technical support and meetings throughout the duration of the project.

While most of the project work is expected to be completed by December 2025, the project schedule has been extended through February 2026 to allow for additional review between the Lynker, the OWRB, and the USBR. The revised project schedule is provided below in Figure 1.

Project Tasks	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26
Task 1: Model Modifications (COMPLETED)													
Task 2: Model Validation and Calibration (COMPLETED)													
Task 3: Status Quo Scenarios										d	f		
Task 4: Adaptation Strategies													
Task 5: Technical Support													
Task 6: Meetings & Administration	m	m	m	m	m	m	m	m	m	m	m		
Task 7: Add Inactive Permits													

**Meetings:**

Kickoff meeting (k)  
Monthly meetings (m)

**Deliverables:**

Draft technical memorandum (d)  
Final technical memorandum (f)

Figure 1: Project Schedule

## Project Budget Remaining and Status

The original total project budget was \$99,320. The new Task 7 budget is \$2,260, making the revised total project budget \$101,580.

The remaining budget to complete the project is \$58,905.00 which reflects Task 1 and Task 2 being completed, invoiced, and paid, and the addition to the budget of \$2,260 for a new Task 7. The revised budget is provided by project subtask in Figure 2 below.

Cost Summary by Task	Totals	Status
Task 1: Model Modifications	\$ 12,415.00	Completed - Invoiced
Task 2: Model Validation and Calibration	\$ 30,260.00	Completed - Invoiced
Task 3: Status Quo Scenarios	\$ 16,660.00	Not started
Task 4: Adaptation Strategies	\$ 25,220.00	Not started
Task 5: Technical Support	\$ 7,400.00	Not started
Task 6: Meetings & Administration	\$ 7,365.00	Not started
Task 7: Add Inactive Permits	\$ 2,260.00	Not started
<b>Total</b>	<b>\$ 101,580.00</b>	

Figure 2: Revised Project Budget

**Signature:** 

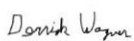
**Email:** chris.neel@owrb.ok.gov

**Signature:** 

**Email:** jessica.billingsley@owrb.ok.gov

**Signature:** 

**Email:** sara.gibson@owrb.ok.gov

**Signature:** 

**Email:** Derrick.wagner@owrb.ok.gov

**Signature:** 

**Email:** anil.pillai@owrb.ok.gov











# Lynker Amendment.UpperWash.Oct.2025.scop e-combined

Final Audit Report

2025-10-08

Created:	2025-10-07
By:	Derrick Wagner (Derrick.wagner@owrb.ok.gov)
Status:	Signed
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-  Document created by Derrick Wagner (Derrick.wagner@owrb.ok.gov)  
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**AGENDA ITEM 3D(5)**  
**CONTRACT AGREEMENT**

**WITH:** WSB, LLC

**PURPOSE:** A contract for engineering services with WSB, LLC. to support the OWRB Dam Safety Program. The scope includes technical training for OWRB staff on hydrologic and hydraulic analysis, updates to the Hydrologic and Hydraulic Guidelines for Dams in Oklahoma, and development of a comprehensive Dam Safety Training Manual. Additional tasks include organizing and reviewing documentation for all high hazard dams, identifying data gaps, prioritizing future studies, and conducting site visits and surveys as needed to verify dam conditions and update records.

**AMOUNT:** Not to exceed \$800,000



**AGREEMENT – Legal consequences apply. Consult your attorney to complete.**

Date 10/14/2025	Between the Owner: State of Oklahoma OMES CAM CAP P.O. Box 53448 Oklahoma City, OK 73152-3448	On behalf of the Using Agency: Oklahoma Water Resources Board
<u>CAP website</u> <a href="mailto:cap@omes.ok.gov">cap@omes.ok.gov</a>		
And the Consultant: Company name WSB		
Address 416 S Utica Ave Tulsa OK, 74104		
EIN/TIN	Email Brandon.claborn@wsbeng.com	Phone 918-698-6699

**PROJECT**

CAP project number CAP25-0166	Project name AE Dams Services
Purchase order number	Location address 3800 N Classen Blvd, Oklahoma City, OK 73118

**ARTICLES**

In consideration of the mutual covenants and obligations contained herein, Owner, Using Agency, and Consultant agree as set forth herein.

**Article 1: Consultant Responsibilities.**

- 1.1 The services performed by the Consultant, Consultant's employees and Consultant's subconsultants shall be as enumerated in Articles 2, 3 and 12.
- 1.2 The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant shall submit for the Owner's approval a schedule for the performance of the Consultant's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Consultant or the Owner.
- 1.3 The Consultant shall designate a representative authorized to act on behalf of the Consultant with respect to the Project.
- 1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.4.1.
- 1.5 **AUDITS AND RECORDS CLAUSE:** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. In accepting any contract with the State of Oklahoma, the Consultant agrees any pertinent state or federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. The consultant is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records, are started before the end of the three-year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.

**Article 2: Scope of Consultant's Basic Services.**

- 2.1 **Definitions.** The Consultant's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.
- 2.2 **Schematic Design Phase:** The Consultant shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.
  - 2.2.1 The Consultant shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.
  - 2.2.2 The Consultant shall review with the Owner alternative approaches to design and construction of the Project.
  - 2.2.3 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Consultant shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
  - 2.2.4 The Consultant shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.
- 2.3 **Design Development Phase.**

- 2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Consultant shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
- 2.3.2 The Consultant shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.
- 2.4 **Construction Documents Phase.**
- 2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Consultant shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
- 2.4.2 The Consultant shall assist the Owner in the preparation of the necessary bidding information and bidding forms.
- 2.4.3 The Consultant shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
- 2.4.4 The Consultant shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, including but not limited to the State Fire Marshal, State Health Department and the Department of Environmental Quality.
- 2.4.5 The Consultant shall provide one (1) set of electronic data of the CAD files, plot files of the drawings and the specifications to the Owner.
- 2.5 ☐ **Bidding Phase.** (If selected, this shall become a valid clause of this Agreement.)
- 2.5.1 The Consultant, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in the bidding phase. The Consultant shall only accept written questions from bidders, subcontractors, material suppliers or any other interested parties. The Consultant shall prepare written responses to the questions and shall forward the written questions and the written responses to the Owner for the Owner's review and potential inclusion in an addenda that will be issued to all bidders. The Consultant shall not respond to questions from bidders, subcontractors, material suppliers or any other interested parties in any other manner. Failure to comply with this requirement shall be considered a material breach of the Contract.
- 2.6 ☐ **Construction Phase – Administration of Construction Contract.** (If selected, this shall become a valid clause of this Agreement.)
- 2.6.1 The Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. When the original contract date has been exceeded by more than sixty (60) days, the Consultant may request compensation for additional services.
- 2.6.2 The Consultant shall provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Consultant.
- 2.6.3 Duties, responsibilities and limitations of authority of the Consultant under this Paragraph 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Consultant.
- 2.6.4 The Consultant shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Consultant shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written agreement.
- 2.6.5 The Consultant shall provide experienced construction observers, as approved by the Owner, to conduct construction observation of the Architectural, Structural, Mechanical and Electrical Work. The Consultant, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Consultant in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Consultant shall submit a written report, each month, indicating the progress and quality of the Work and the Contractor's adherence to the construction schedule. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- 2.6.6 The Consultant shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant shall be responsible for the Consultant's negligent acts or omissions but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- 2.6.7 The Consultant shall at all times have access to the Work wherever it is in preparation or progress.



- 2.6.8** Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Consultant about matters arising out of or relating to the Contract Documents. Communications by and with the Consultant's subconsultants shall be through the Consultant.
- 2.6.9 Application and Certificates for Payment.**
- 2.6.9.1** The Consultant shall follow the current Rules and Procedures established by OMES CAM CAP to ensure compliance with state statutes.
- 2.6.9.2** The Consultant shall attend the monthly payment review meeting at the project site to review a "draft" copy of the Contractor's monthly payment application.
- 2.6.9.3** The Consultant shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.
- 2.6.9.4** The Consultant's certification for payment shall constitute a representation to the Owner, based on the Consultant's evaluation of the Work as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Consultant.
- 2.6.9.5** The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- 2.6.10** The Consultant shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Sub-contractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- 2.6.11** The Consultant shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 2.6.12** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Consultant shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Consultant. The Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- 2.6.13** The Consultant shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Consultant as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents and may authorize minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. The Consultant shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Consultant and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.
- 2.6.14** The Consultant shall conduct inspections in order to determine and recommend to the Owner the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

- 2.7 Record "As-Built" Documents.** The Consultant shall prepare record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor. The Consultant shall submit two (2) sets of electronic data of the CAD files, plot files for the drawings and specifications at the completion of the project. Electronic data storage shall be in compliance with current requirements of the Owner. All drawings shall be in conformance with the current CAD standards of the Owner.

**Article 3: Additional Services.**

- 3.1 General.** The services described in this Article 3 are not included in the Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized and confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Consultant's control, the Consultant shall notify the Owner in writing prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Consultant. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Consultant shall have no obligation to provide those services.
- 3.2 Project Representation Beyond Basic Services.**
- 3.2.1** If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Consultant shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.
- 3.2.2** Project Representatives shall be selected, employed and directed by the Consultant, and the Consultant shall be compensated therefore as agreed by the Owner and Consultant. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of CAP Document B352 current as of the date of this Agreement, unless otherwise agreed.
- 3.2.3** Through the presence at the site of such Project Representatives, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Consultant as described elsewhere in this Agreement.
- 3.3 Contingent Additional Services.**
- 3.3.1** Making revisions in drawings, specifications or other documents when such revisions are:
- 3.3.1.1** Inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget.
- 3.3.1.2** Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of Design Development documents; or
- 3.3.1.3** due to changes required as a result of the Owner's failure to render decisions in a timely manner.
- 3.3.2** Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding and contracting for construction, except for services required under Subparagraph 5.2.5.
- 3.3.3** Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives due to unforeseen conditions or Owner requested changes.
- 3.3.4** Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.
- 3.3.5** Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
- 3.3.6** Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction, when the original contract Substantial Completion date is exceeded by more than sixty (60) days.
- 3.3.7** Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.
- 3.3.8** Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Consultant is a party thereto.
- 3.4 Optional Additional Services.**
- 3.4.1** Providing analyses of the Owner's needs and programming the requirements of the Project.
- 3.4.2** Providing financial feasibility or other special studies.
- 3.4.3** Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 3.4.4** Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.4.5** Providing services relative to future facilities, systems and equipment.
- 3.4.6** Providing services to investigate existing conditions or facilities or to make measured drawings thereof.
- 3.4.7** Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- 3.4.8** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.4.9** Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 3.4.10** Providing detailed estimates of Construction Cost.
- 3.4.11** Providing detailed quantity surveys or inventories of material, equipment and labor.

- 3.4.12 Providing analyses of owning and operating costs.
- 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.4.14 Providing services for planning tenant or rental spaces.
- 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.16 Providing services in connection with a warranty inspection which will be conducted approximately nine (9) months after Substantial Completion date.
- 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.
- 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as part of Basic Services.
- 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

#### **Article 4: Owner's Responsibilities.**

- 4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- 4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.
- 4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the order and sequential progress of the Consultant's services.
- 4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- 4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Consultant. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.
- 4.6 The Owner shall furnish the services of consultants other than those designated in Paragraph 4.5 when such services are requested by the Consultant and are reasonably required by the scope of the Project.
- 4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law.
- 4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require verifying the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.
- 4.9 The services, information, surveys and reports required by Paragraphs 4.4 through 4.8 shall be furnished at the Owner's expense, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 4.10 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

#### **Article 5: Construction Cost.**

- 5.1 **Definition.**
  - 5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Consultant.
  - 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Consultant, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.
  - 5.1.3 Construction Cost does not include the compensation of the Consultant and the Consultant's subconsultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.
- 5.2 **Responsibility for Construction Cost.**
  - 5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Consultant, represent the Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the Owner has



control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that the bid prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Consultant.

- 5.2.2 A fixed limit has been established (Refer Article 12) and the Consultant shall be permitted to include contingencies for bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit.
- 5.2.3 If the Bidding Phase has not commenced within 90 days after the Consultant submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.
- 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid, the Owner shall do one of the following:
  - 5.2.4.1 Give written approval of an increase in such fixed limit.
  - 5.2.4.2 Authorize rebidding of the Project within a reasonable time.
  - 5.2.4.3 Terminate in accordance with Paragraph 8.5.
  - 5.2.4.4 Cooperate in revisiting the Project scope and quality as required to reduce the Construction Cost.
- 5.2.5 If the Owner chooses to proceed under Clause 5.2.4.1, the Consultant shall not be entitled to an adjustment in the compensation.
- 5.2.6 If the Owner chooses to proceed under Clause 5.2.4.4, the Consultant, without additional compensation, shall modify the documents for which the Consultant is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Consultant's responsibility under this Subparagraph 5.2.6. The Consultant shall be entitled to compensation in accordance with Agreement for all services performed whether or not the Construction Phase is commenced.

#### **Article 6: Contract Documents.**

- 6.1 The Drawings, Specifications and other documents prepared by the Consultant are the property of the State of Oklahoma. The Consultant may retain one contract record set. Neither the Consultant nor any subconsultants shall own or claim copyright in the Drawings, Specifications and other documents prepared by the Consultant. All copies of the Drawings, Specifications and other documents, except the Consultant's record set, shall be returned or suitably accounted for to the Owner, on request, upon completion of the Work. The Drawings, Specifications or other documents prepared by the Consultant, and copies thereof furnished to the Contractor, are for use solely with respect to this project. They are not to be used by Consultant, Contractor, Subcontractors, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Consultant, Contractor, Subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, specifications and other documents appropriate to and for use in the execution of their Work under the Contract Documents.

#### **Article 7: Claims and Disputes.**

- 7.1 The Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by participating in a settlement meeting to obtain a mutual agreement that resolves the claim or dispute. If an agreement cannot be attained, the Consultant may appeal to the OMES CAM Administrator by submitting written notice of a protest to the Administrator within twenty-one (21) days of the previous settlement meeting.
- 7.2 The Administrator may hear the protest or may assign the Consultant's appeal to an administrative law judge the Division retains. If the appeal is assigned to an administrative law judge, the administrative law judge shall review the protest for legal authority and jurisdiction. If legal authority and jurisdictional requirements are met, the administrative law judge shall conduct an administrative hearing in accordance with the Administrative Procedures Act (75 O.S. Section 309 et seq.) and provide findings of fact and conclusions of law to the Administrator. The Administrator shall send written notice to the Consultant of the final decision sustaining or denying the Consultant's appeal.
- 7.3 If the Administrator denies a Consultant's appeal, the Consultant may appeal pursuant to provisions of 75 O.S. §§ 309 et seq. of the Administrative Procedures Act.

#### **Article 8: Termination or Suspension.**

- 8.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, prior to suspension of services, the Consultant shall give seven days' written notice to the Owner. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.
- 8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. The Consultant's fees for the remaining services and time schedules shall be equitably adjusted.
- 8.3 If the Project is suspended or the Consultant's services are suspended for more than 90 consecutive days, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

- 8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.
- 8.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

**Article 9: Miscellaneous Provisions.**

- 9.1 This Agreement shall be governed by the laws of the State of Oklahoma.
- 9.2 The Consultant certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at [e-verify.gov](http://e-verify.gov).
- 9.3 Terms in this Agreement shall have the same meaning as those in the edition of CAP Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.
- 9.4 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Consultant's services are substantially completed.
- 9.5 To the extent damages are covered by property insurance during construction, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of CAP Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Consultant, as appropriate, shall require of the contractors, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- 9.6 The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other.
- 9.7 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by Owner and Consultant.
- 9.8 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.
- 9.9 Unless otherwise provided in this Agreement, the Consultant and the Consultant's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.
- 9.10 The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, the Consultant's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Consultant in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Consultant in the Owner's promotional materials for the Project.
- 9.11 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. The Consultant shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**Article 10: Payments to the Consultant.**

- 10.1 **Direct Personnel Expense:** Direct Personnel Expense is defined as the direct salaries of the Consultant's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.
- 10.2 **Reimbursable Expenses.**
- 10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Consultant and the Consultant's employees and consultants directly related to the Project, as identified in the following Clauses:
- 10.2.1.1 Fees paid for securing approval of authorities having jurisdiction over the Project.
- 10.2.1.2 Renderings, models and mockups requested by the Owner.
- 10.3 **Payments on Account of Basic Services.**
- 10.3.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.1.2.
- 10.3.2 If and to the extent that the time initially established in Subparagraph 11.4.1 of this Agreement is exceeded or extended through no fault of the Consultant, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.2.2.

- 10.4 Payments on Account of Additional Services:** Payments on account of the Consultant's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Consultant's statement of services rendered or expenses incurred.
- 10.5 Payments Withheld:** No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Consultant has been adjudged to be liable.
- 10.6 Consultant's Accounting Records:** Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

**Article 11: Basis of Compensation.** The Owner shall compensate the Consultant as follows:

**11.1 Basis of Compensation.**

- 11.1.1** For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

**Basic Services: Not to exceed \$800,000 Fixed**

- 11.1.2** Progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Technical Support & Training	19%
Document Review & Organization	33%
ID of Data Gaps & Prioritization	21%
Site Visits, Data Collection, Analysis & Reporting	26%
Closeout & Administration	1%
	%
<b>Total Basic Compensation</b>	<b>100%</b>

**11.2 Compensation for Additional Services.**

- 11.2.1** For Project Representation Beyond Basic Services, as described in Paragraph 3.2, compensation shall be computed as follows:

**N/A: Fixed Cost; Not to exceed Basic Services**

- 11.2.2** For Additional Services of the Consultant, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed according to the attached hourly rate schedule; or as follows:

**N/A: Fixed Cost; Not to exceed Basic Services**

- 11.3 Reimbursable Expenses:** For Reimbursable Expenses, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of 1.1 times the expenses incurred by the Consultant, the Consultant's employees and subconsultants directly related to the Project.

**11.4 Additional Provisions.**

- 11.4.1** If the Basic Services covered by this Agreement have not been completed within 24 months of the date hereof, through no fault of the Consultant, extension of the Consultant's services beyond that time shall be compensated as provided in Subparagraphs 10.3.2 and 11.2.2.
- 11.4.2** Amounts unpaid 45 days after the above due date shall accrue interest on the unpaid balance commencing 30 days after the due date until paid, said rate being in the amount as set forth in the rules of the Office of State Finance. Reference 62 O.S.

**Article 12: Other Conditions or Services.**

- 12.1 Construction Costs – Fixed Limit:** The amount of the Owner's fixed limit for the Cost of the Work, including the Consultant's compensation is: **Not to exceed \$800,000 Fixed**

**12.1.1 Basic Services: Not to exceed \$800,000 Fixed**

- 12.2 Printing and Distribution of Bid Documents:** The Owner will print and distribute all plans, project manuals and addenda for the bidding phase.

**12.3 Insurance Requirements.**

- 12.3.1** The insurance coverage and limits required of the Consultant under this Contract are designed to meet the minimum requirements of the Owner. Such coverage and limits are not designed as a recommended insurance program for the Consultant. The Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefor, the Consultant should seek professional assistance.
- 12.3.1.1** Any deductibles or self-insured retentions or any scheme other than a fully insured program of general liability, automobile liability and/or employer's liability must be declared by the Consultant for approval in advance by the Owner. The Consultant shall provide the Owner with the following insurance.
- 12.3.1.2 Professional Liability Insurance.** Before this Agreement may become effective, the Consultant shall provide the Owner with a certificate of insurance evidencing the Consultant's coverage under a Professional Liability Insurance Policy in an amount not less than one million (\$1,000,000) dollars per occurrence and five million (\$5,000,000) dollars in the aggregate annual limit of liability. Such insurance

shall be maintained for a period of two (2) years after the completion of construction of this Project. The Professional Liability Insurance Carrier shall notify the Owner in writing of any revisions to the policy.

**12.3.1.3 Workers' Compensation and Death Liability.** The Consultant shall maintain, during the term of the Contract, Workers' Compensation Insurance as prescribed by the laws of the State of Oklahoma.

**12.3.1.4 Commercial General Liability Insurance.** The Consultant shall maintain during the term of the Contract sufficient Commercial General Liability Insurance to protect the Consultant and any additional insured(s) from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the Consultant or by any subconsultant or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. Commercial General Liability in an amount not less than one million (\$1,000,000) dollars per occurrence and five million (\$5,000,000) dollars in the aggregate.

- i. **Property Damage Liability Insurance.** Property Damage Liability in an amount not less than one million (\$1,000,000) dollars per claimant and five million (\$5,000,000) dollars in the general aggregate for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
- ii. All Other Liability in an amount not less than the limits described in the Governmental Tort Claims Act per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
- iii. **Single Occurrence or Accident Liability.** Single Occurrence or Accident Liability in an amount not less than one million (\$1,000,000) dollars for any number of claims arising out of a single accident or occurrence.
- iv. **Note:** If Commercial General Liability coverage is written in a "claims-made" form, the Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Agreement.

**12.3.1.5 Automobile Liability Insurance.** Automobile Liability Insurance shall be maintained by the Consultant as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

- i. Automobile Liability (owned, non-owned and hired vehicles) shall be one million (\$1,000,000) dollars per occurrence and five million (\$5,000,000) dollars in the general aggregate for bodily injury, death of any person, and property damage.

**12.3.1.6 Excess Umbrella Insurance.** Excess umbrella insurance in an amount not less than five million (\$5,000,000).

**12.3.2** Required insurance shall be carried and maintained throughout the term of this Contract, and Certificates of Insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the Owner. Prior to execution of this Contract, a request to waive required insurance coverage(s) shall be submitted by the Consultant in writing and subject to the approval of the Owner.

**12.4 Other Services Included as Part of Basic Services Shall Include.**

**12.4.1** Providing analyses of the Owner's needs and programming the requirements of the Project.

**12.4.2** Providing services in connection with a warranty inspection which will be conducted approximately nine (9) months after Substantial Completion date.

**12.5 Other Conditions of the Contract.**

**12.5.1** State statute 61 O.S. § 204 A.3 requires OMES CAM CAP to "review and approve all construction plans and specifications to ensure compliance with good construction practices and space standards, costs of the project, proposed construction timetables, and agency need for the project." OMES CAM CAP's review and approval process is not intended to be and shall not be considered a comprehensive review of the Contract Documents or a quality control check of the Construction Documents. The Consultant shall be solely responsible for any and all errors, omissions or conflicting information in the Contract Documents.

**12.5.2** The Consultant shall not, without written permission of the Owner, obligate the Owner to provide any portion of the Work or provide any service specified in the Contract Documents.



## OWNER SIGNATURE

State of Oklahoma OMES CAM CAP

Owner name

Owner title

Owner signature

Date

## USING AGENCY SIGNATURE

The Using Agency certifies that funds are available and dedicated to the completion of the contract sums stated in this Contract. The Using Agency agrees to pay all project related costs including but not limited to work related to unknown site conditions, remediation of discovered environmental conditions, legal expenses, judgments and any reasonable project-related expense.

The undersigned Using Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Agreement shall be provided to the Construction Manager and Owner.

Authorized representative name

Authorized representative title

Authorized representative signature

Date

## CONSULTANT SIGNATURE [resume]

**Non-Collusion Statement.** The Authorized Representative for the Design-Builder, of lawful age, solemnly swears or affirms, under penalty of perjury, that (s)he is the duly authorized agent of the Company indicated herein under the contract, which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract.

They are fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract.

Neither the Company nor anyone subject to the Company's direction or control has paid, given or donated or agreed to pay, give or donate to any office or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement is attached.

Authorized representative name

Authorized representative title

Authorized representative signature

Date

## ATTACHMENTS

1. **M701 Project Request**
2. **Dam\_Safety\_Engineering\_Scope\_&\_Fee\_9-25-25**
3. **Training\_Course\_List**
4. **A503 Supplementary Conditions**







These Supplemental Conditions amend and supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions not amended remain in full force and effect. The terms in these Supplementary Conditions defined in the Contracting Definitions or the General Conditions shall have the meanings assigned to them in those documents.

**INCORPORATION** made as of the 13 day of October in the year 2025.

**PROJECT**

Project number CAP 25-0166	Project name Oklahoma Water Resource Board Dam Safety
Purchase order number	Address/location 416 S Utica Ave. Tulsa, OK 74104

**MODIFICATIONS TO STANDARD AGREEMENT**

**Replace Section 12.3.1.2 with the following:**

**12.3.1.2 Professional Liability Insurance.** Before this Agreement may become effective, the Consultant shall provide the Owner with a certificate of insurance evidencing the Consultant's coverage under a Professional Liability Insurance Policy in an amount not less than one million (\$1,000,000) dollars per claim and five million (\$5,000,000) dollars in the aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of this Project. The Professional Liability Insurance Carrier shall notify the Owner in writing of any revisions to the policy.

**Replace Section 12.3.2 with the following:**

Required insurance shall be carried and maintained throughout the term of this Contract, and Certificates of Insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled without thirty (30) days prior written notice to the Owner. The Consultant shall provide thirty (30) days prior written notice to the Owner in the event the policy(s) fail to be renewed, or limits decreased below the policy limits required in Section 12.3. Prior to execution of this Contract, a request to waive required insurance coverage(s) shall be submitted by the Consultant in writing and subject to the approval of the Owner.

**State Title 61 Procurement**

*Revised Steps for procurement/execution shall be as set forth below and take precedence to those expressed within Standard Agreement (Effective January 1, 2020):*

1. GENERAL – Comply with all of the requirements of Title 61, Public Competitive Act of 1974 and abide by the Administrative Code Title 260:65, unless waiver of applicable Administrative Code is sought by Using Agency and is on record for Project prior to execution of Contract.
2. Prequalification shall comply with Title 61 Statutes "Bid Notice" (§ 104), "Prequalification of Bidders" (§ 118) and Design-Build and At-Risk Construction Management Project Delivery Methods - Approval - Exemptions - Rules - Public Notice (§ 202.1) –
  - a. 2 consecutive week advertisements in county and trade publications (additional methods/locations acceptable) where project is located.
  - b. Minimum 21 days before accepting qualification responses.
  - c. Plans should not be distributed at this time – qualification-based period (RFQ).
  - d. Prequalification may occur as a separated process from bidding.
3. Bidding shall comply with Title 61 Statutes "Bid Notice" (§ 104), Design-Build and At-Risk Construction Management Project Delivery Methods - Approval - Exemptions - Rules - Public Notice (§ 202.1) and Administrative Code 260:65-17-9 "Fee Negotiation and Contracts" and "Contract Award" (260:65-1-11):
  - a. Advertising must be as above (2a & 2b).
  - b. All bid packages will be advertised, even those pre-qualified. Statement that pre-qualified packages are only available to those pre-qualified, include list, shall be made in advertisement.
  - c. Plans made available by Construction Manager/Design-Builder (State's online plan-room is also available but **not** required).

- d. Self-performed work **must** be stated in bidding documents, in advertisement, and at the pre-bid conference.
  - e. Award shall be the lowest responsible bidder (exceptions exist).
  - f. Bonding and insurance are **not** required of sub-contractor(s) or material supplier(s) regardless of contract awarded amount.
  - g. Construction Manager/Design-Builder can open and record bids "anywhere."
4. Bid Openings shall not occur without a Representative of the State Facilities Director (CAP Project Manager) being present.

**END OF MODIFICATIONS TO STANDARD AGREEMENT.**

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**MODIFICATIONS TO GENERAL CONDITIONS:**

N/A

**END OF MODIFICATIONS TO GENERAL CONDITIONS.**

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

#### **WATER RIGHTS ADMINISTRATION DIVISION**

**October 21, 2025**

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

**October 21, 2025**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>NUMBER OF WELLS</b>	<b>COUNTY &amp; BASIN</b>	<b>LAND DEDICATED</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
2023-689 12/18/2023	Jensen Farms, Inc.	14	Canadian County, El Reno	5,237 acres Sections 11, 19, 22, 27, 5, 7, 8, 9, 13, 16, 17, 18, 19, 20, 23, T12N, T11N, R7WIM, R8WIM	Irrigation, mining, and Public water supply 10,474 a.f.
2023-690 12/18/2023	Jensen Farms, Inc.	16	Canadian County, El Reno	1,952 acres Sections 7, 16, 17, 18, 19, 20, 23, T11N, R8WIM	Irrigation, mining, and Public water supply 3,624 a.f.
2024-660 11/8/2024	Landon Wayne and Jenna Sue Scales	1	Caddo County, Rush Springs Sandstone	120 acres Section 19 T9N, R13WIM	Irrigation 240 a.f.
2025-548 3/26/2025	Tonkawa Tribe of Oklahoma	4	Kay County, Chikaskia River Alluvium and Terrace	419.17 acres Sections 1, 2, 14, 31, T25N, T26N, R1WIM	Public water supply 585 a.f.
2025-563 4/24/2025	Gale C. Percy and Donna C. Percy, Trustees of the Percy Revocable Trust Agreement dated October 23, 2023	1	Caddo County, Rush Springs Sandstone	240 acres Sections 8, 9, T10N, R13WIM	Irrigation 480 a.f.
2025-566 4/25/2025	CF2 Cattle Company, LLC	6	Caddo County, Rush Springs Sandstone	276 acres Section 25, T8N, R12WIM	Irrigation 466 a.f.

2025-567 4/25/2025	Christina Marie Farris	2	Caddo County, Rush Springs Sandstone	80 acres Section 25, T8N, R12WIM	Irrigation 160 a.f.
2025-580 5/16/2025	Orlin R. Smith Revocable Trust	2	Washita County, Rush Springs Sandstone	80 acres Section 12, T11N, R14WIM	Irrigation 80 a.f.
2025-582 5/22/2025	Alvin W. Hawkins and Rita L. Hawkins	1	Washita County, Rush Springs Sandstone	80 acres Section 29, T8N, R14WIM	Irrigation 160 a.f.
2025-586 6/10/2025	Steven Ron Lowry and Beverly Lowry	2	Washita County, Rush Springs Sandstone	320 acres Section 9, T9N, R14WIM	Irrigation 640 a.f.
2025-587 6/9/2025	David and Marcy Bailey	1	Caddo County, Rush Springs Sandstone	146 acres Section 2, T10N, R13WIM	Irrigation 167 a.f.
2025-595 7/2/2025	Daryl Scales and Jeanine Scales	2	Washita County, Rush Springs Sandstone	210 acres Section 36, T10N, R14WIM	Irrigation 320 a.f.

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

**October 21, 2025**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>NUMBER OF WELLS</b>	<b>COUNTY &amp; BASIN</b>	<b>LAND DEDICATED</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
1997-560 5/12/2025	Norman A.J. Jones	3	McIntosh County, Alluvium and Terrace Deposits of the Canadian River	80 acres Section 33 T9N, R14EIM	Public Water Supply 160 a.f.
2023-552 3/5/2025	Cucu Properties, LLC	3	Le Flore County, Kiamichi	80 acres Section 36, T8N, R23EIM	Agriculture 80 a.f.

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

**October 21, 2025**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>NUMBER OF WELLS</b>	<b>COUNTY &amp; BASIN</b>	<b>LAND DEDICATED</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
2023-688 12/18/2023	Jensen Farms, Inc.	5	Canadian County, North Canadian River Alluvium and Terrace Phase 2	160 acres Section 11, T12N, R7WIM	Irrigation, mining and Public water supply 160 a.f.
2024-523 2/9/2024	Steve and Courtney Gurley	1	Beckham County, North Fork of the Red River Alluvium and Terrace	160 acres Section 2, T8N, R24WIM	Irrigation 160 a.f.
2024-631 9/5/2024	Eckroat Family Trust Dated 6/8/16	11	Oklahoma County, Garber Wellington	310 acres Section 26, T13N, R2WIM	Irrigation 620 a.f.
2024-668 12/16/2024	Ryan Jerald Radcliff and Tatum Jo Radcliff	5	Beaver County, Ogallala Panhandle	480 acres Sections 14, 22, 25, T5N, T6N, R22ECM	Irrigation 960 a.f.
2025-516 2/10/2025	Weston Del Miller and Sammie Jean Flowers	1	Ellis County, Ogallala Northwest Region	130 acres Section 5, T21N, R24WIM	Irrigation 182 a.f.
2025-585 5/22/2025	Stanley, Stephanie, Tabron, and Tyler Holloway	1	Cimarron County, Ogallala Panhandle	640 acres Section 18, T2N, R3ECM	Irrigation 1,200 a.f.
2025-590 6/12/2025	Stanley and Stephanie Holloway	3	Cimarron County, Ogallala Panhandle	640 acres Section 22, T3N, R1ECM	Irrigation 1,200 a.f.



2025-594 7/3/2025	Larry and Lorri Moore	2	Roger Mills County, Washita River Alluvium and Terrace Reach 1	150 acres Section 15, T13N, R22WIM	Irrigation and mining 300 a.f.
2025-604 7/15/2025	F & K Land, LLC	1	Texas County, Ogallala Panhandle	160 acres Section 4, T3N, R19ECM	Irrigation 320 a.f.
2025-605 7/15/2025	FD Guymon Farms, LLC	2	Texas County, Ogallala Panhandle	797.5 acres Sections 24, 25, 26, T4N, R18ECM	Irrigation 1,600 a.f.

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

**October 21, 2025**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>NUMBER OF WELLS</b>	<b>COUNTY &amp; BASIN</b>	<b>LAND DEDICATED</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
1982-586 3/5/2025	Pony Creek Farms, Inc.	8	Texas County, Ogallala Panhandle	1,550 acres Sections 22, 23, 24, 26, T5N, R25ECM,	Irrigation 3,100 a.f.
1986-596 1/21/2025	Beckham County Rural Water District No. 1	30	Beckham and Greer Counties, North Fork of the Red River Alluvium and Terrace	1,180 acres Sections 1, 2, 3, 10, 35, 36, T7N, T8N, R22WIM	Public Water Supply 1,180 a.f.
2002-505 9/7/2023	Darrell and Linda Gunsaulis	6	Major County, North Canadian River Alluvium and Terrace Phase 1	480 acres Sections 20, 21, T20N, R14WIM	Irrigation and mining 480 a.f.

**WATER RIGHTS ADMINISTRATION DIVISION**  
**Applications to Amend Term Permits to Use Stream Water**

**October 21, 2025**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>POINTS OF DIVERSION</b>	<b>COUNTY &amp; STREAM SYSTEM</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
2024-005 7/14/2025	Kaw Nation	Two points of diversion on Kaw Lake in Section 4, 27, T26N, T27N, R4EIM	Kay County SS 2-12	Irrigation 17.22 a.f.

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

**October 21, 2025**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>POINTS OF DIVERSION</b>	<b>COUNTY &amp; STREAM SYSTEM</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
2023-003 2/17/2023	Dennis Gilliland	One point of diversion on a Personal Pond in Section 16, T23N, R3EIM	Pawnee County SS 2-12	Irrigation 199.4 a.f.
2023-015 7/3/2023	Axia Energy III, LLC	One point of diversion on the Cimarron River in Section 24, T21N, R11WIM	Major County SS 2-9-2	Mining oil and gas 1,000 a.f.
2023-020 10/16/2023	Anderson Xiong	One point of diversion on Unknown Pond in Section 7, T8N, R16EIM	Pittsburg County SS 2-3	Agriculture (medical Marijuana) 1 a.f.
2025-010 6/5/2025	Pushmataha County Rural Water District No. 3	One point of diversion on the Kiamichi River /Hugo Reservoir in Section 14, T4S, R17EIM	Pushmataha County SS 1-3	Public Water Supply 900 a.f.

**WATER RIGHTS ADMINISTRATION DIVISION**  
**Applications to Amend Regular Permits to Use Stream Water**

**October 21, 2025**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>POINTS OF DIVERSION</b>	<b>COUNTY &amp; STREAM SYSTEM</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
1989-070 6/2/2025	John C. Noah	Two points of diversion on Coal Strip Pit in Section 16, T6N, R21E1M	Latimer County SS 2-1	Commerical sales for Public Water Supply 640 a.f.

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

**October 21, 2025**

<b>DPC NUMBER</b>	<b>NAME OF FIRM</b>	<b>CERTIFIED ACTIVITIES</b>	<b>OPERATORS</b>
<b>New Licenses, Accompanying Operator Certificates and Activities:</b>			
	Citation Drilling and Boring	Groundwater wells drilling	James Crowley
	Territory Drilling and Water Well Services	Groundwater wells and pump installation	Andrew Jones
	Drill Pro Water Well	Groundwater wells and pump installation	Jeffery Lusk
<b>New Operators, License Name Change, and/or Activities for Existing Licenses:</b>			
	Ace Water Well Services	Pump Installation	Rodney Jones

October 2025 Dam Safety Board items

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

1. Weleetka Dam, OK10076

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<b>NID. NO. &amp; COUNTY</b>	<b>NAME OF APPLICANT &amp; NAME OF PROJECT</b>	<b>PLANS &amp; SPECS PREPARED BY</b>	<b>HAZARD CLASSIFICATION</b>	<b>LEGAL DESCRIPTION</b>
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. Hefner Lake Dam, OK02535

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<b>NID. NO. &amp; COUNTY</b>	<b>NAME OF APPLICANT &amp; NAME OF PROJECT</b>	<b>PLANS &amp; SPECS PREPARED BY</b>	<b>HAZARD CLASSIFICATION</b>	<b>LEGAL DESCRIPTION</b>
OK02535	Oklahoma City Water Utilities Trust	Jigar Desai, P.E.	High	Sec. 27, T13N, R04W1
Oklahoma County	Hefner Lake Dam	Smith Roberts Baldischwiler, LLC		

The applicant requests approval for a subsurface exploration boring on the downstream slope of Hefner Lake Dam. The exploration is for preparation of installing fully grouted vibrating wire piezometers in sealed boreholes to monitor pore-water pressure. A separate application will be submitted for the installation of the piezometers. The dam is 112 feet tall and has a normal impoundment capacity of 74,400 acre-feet and a maximum impoundment capacity of 107,400 acre-feet.

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

**October 1, 2025**

APPLICATION NO.	NAME OF APPLICANT	LOCATION	
FP-2025-06	OTA	Oklahoma County, Oklahoma	Proposed improvements include replacement of the existing I-44 bridges with two 3-span 210.6' long concrete bridge with three 12' lanes, EB and WB, over Deep Fork Creek. Mainline improvements include widening the roadway from two lanes to three lanes in each direction and adding lighting. A compensatory storage facility will be designed and constructed to the north and west of the proposed Arcadia Lake bridge. This facility is intended to offset any fill that is anticipated within the FEMA floodplain.
FP-2025-07	OTA	Oklahoma County, Oklahoma	JKT will be widened to the existing median to accommodate 6 lanes of traffic. The existing span bridge



			over Walnut Creek will widen to the center to construct an inside dividing lane and shoulder in each direction.
FP-2025-08	OTA	Oklahoma County, Oklahoma	JKT will be widened to the existing median to accommodate 6 lanes of traffic. The existing span bridge over Deer Creek Tributary 3 will widen to the center to construct an inside driving lane and shoulder in each direction. The existing two-way frontage road on the north side of the JKT will be converted to a one-way Westbound Frontage Road and extend to County Line Road. A bridge class RCB will be constructed beneath the new Westbound Frontage Road to accommodate flows from Deer Creek Tributary 3.

**3.P.**

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

**October 1, 2025**

<b>NUMBER</b>	<b>NAME OF COMMUNITY/CID</b>	<b>FLOODPLAIN ADMINISTRATOR</b>
722	Choctaw County	Wanda Hensley
25	City of Choctaw	Jessica Yeager
28	City of Fairview	Danny Giager

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

**October 21, 2025**

1965-264	Carl H. Nightengale	Major County
1965-336	John R. Nichols	Major County
1966-599	Linda Kay Banks	Roger Mills County
1939-089C	Hazel M. Braziel	Major County
1939-089B	Jeneva Helterbrake	Major County
1978-548A	Tracy D. and Jennifer P. Sullivan	Pottawatomie County
1953-147A	Mr. Virgil Louthan	Major County
1955-397A	Carlene K. and Allen L. Moose	Major County
1941-012A	George Lenz Jr.	Harper County
2006-566	Natalee June Smith	Harper County
1954-689	Melvin K. Elwood	Woodward County
1974-314	Jerry Lee Merritt	Harper County
1976-789	Melvin D. Griffith	Woodward County
1953-335	W T Boston	Major County
1979-671	Bonnie Cox	Woodward County
1971-202	Ira C. White	Dewey County
1966-168A	Cecil D. Condreay	Major County
1979-690	Cecil D. Condreay	Major County
1980-605	Donald Elwell	Major County
2006-564	Natalee June Smith	Harper County
1972-447B	Paul Huffman	Woodward County
1973-133A	CTL Corporation	Harper County
1991-598	Joyce Martin	Woodward County
1990-527	Gary L. and Sandra K. Carpenter	Woodward County

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

**October 21, 2025**

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

**In the Matter of the Application of  
Jack and Sharon Damron for an  
Amendment to a Groundwater Permit  
In Beckham County**

**Application No. 2011-0555**

**PROPOSED**  
**DEFAULT ORDER**

**On September 2, 2025**, at approximately 9:07 a.m., the above numbered and entitled cause scheduled for 8:30 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 for an Amendment to Groundwater permit No. 2011-0555 (“Application”) filed by Jack and Sharon Damron (“Applicants”). The property overlies the North Fork of the Red River Alluvial and Terrace Groundwater Basin, and Applicants seek to amend their permit to withdraw and use an additional 160 acre-feet of groundwater for a total of 920 acre-feet of groundwater per calendar year. An additional 160 acres have been dedicated to this application and are located as follows: in the NE of Section 11, T8N, R24WIM, Beckham County, Oklahoma. This brings the total land dedicated to the permit to 920 acres. The amended application request for agricultural irrigation use includes adding four (4) wells and deleting one (1) well located as follows: deleting one (1) well in the NW SW NE of Section 9; then adding three (3) wells in the NW NE of Section 11; one (1) well in the NE SW NE of Section 9; all being in T8N, R24WIM, Beckham County, Oklahoma. This brings the total number of wells for this permit to ten (10). All other aspects of the permit remain the same.

Jack and Sharon Damron, Applicants, appeared at the time scheduled for the hearing on September 2, 2025. Steve Gurley (“Protestant”), the only individual who filed a letter in objection, did not appear. The record shows that due and proper notice of the hearing was given to the Protestant of the Hearing date and location. The Notice Setting Hearing was sent by certified U.S. Mail, and provided a date, time, and location for the administrative hearing. The

USPS green card with a Tracking Number of 9589071052700130932157 shows that it was received by the Protestant on June 17, 2025. Protestant has been afforded due process of law and an adequate opportunity to be heard. The Protestant has defaulted and abandoned any interests by failing to appear at the hearing according to Oklahoma Administrative Code ("OAC") 785:4-7-3(c). 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. OAC 785:4-7-3(d). The Board finds that the Protestant of record in this file has defaulted by failure to appear. All applicable legal issues including those set forth in the Notice of Hearing are therefore deemed to have been met by the Applicants for the Amendment to Application No. 2011-0555.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Application for Amendment to Permit No. 2011-0555 is hereby approved. The Permittees Jack and Sharon Damron 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 Resource Board in regular and open meeting this \_\_\_\_\_ day of \_\_\_\_\_, 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 the Application of	)	
Xue Fei Lin for a	)	Application No. 2024-0564
Regular Groundwater Permit.	)	

**PROPOSED  
DEFAULT ORDER**

**ON THE** 24<sup>th</sup> day of September 2024, at approximately 9:45 a.m., after allowing additional time for parties or their representative(s) and other individuals to attend, the above numbered and entitled cause scheduled for 9:30 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. 2024-0564 (“Application”) filed by Xue Fei Lin (“Applicant”). The Application seeks a regular groundwater permit authorizing the use of 15 acre-feet of groundwater per year. Mary Cain, Randy Ethridge, Kay Ethridge, Sherrlyn Elles, and Patrick Mooy (“Protestants”) submitted protests to the Application and the matter was set for hearing September 24, 2025.

The **Applicant** and Protestants Mary Cain, Kay Ethridge, Sherrlyn Elles, and Patrick Mooy **did not appear** in person, by representative or by legal counsel at the time scheduled for the hearing on September 24, 2025. Protestant Randy Ethridge appeared in person. Cameron Ethridge and Kim Winton also appeared in person.

The Notice of Hearing was sent to all interested parties by certified US Mail on August 8, 2025. The Notice of Hearing gave a date, time, and location for the administrative hearing and explained the nature of the administrative hearing and the issues that would be presented. The Notice of Hearing was delivered by certified U.S. mail to Applicant on August 13, 2025, to Protestant Patrick Mooy on August 15, 2025, and to Protestants Randy Ethridge and Kay Ethridge on August 14, 2025. No proof of service for Protestant Sherrlyn Elles was received. The Hearing Notice mailed to Protestant Mary Cain, at the address provided in her protest letter, was returned to sender no such number unable to forward. The Notice of Hearing was sufficiently delivered by certified U.S. mail to the Applicant and Protestants Mary Cain, Randy Ethridge, Kay Ethridge, and Patrick Mooy.

The **Applicant** and Protestants Mary Cain, Kay Ethridge, and Patrick Mooy have **defaulted and abandoned their interests by failing to appear** at the hearing according to Oklahoma Administrative Code ("OAC") 785:4-7-3(c), which states “In protested proceedings including enforcement actions initiated by Board staff and unless otherwise waived by the Board, the applicant and protestants or respondents, as the case may be, must appear at the hearing, either personally, by representative or by legal counsel. The failure of an interested party to appear shall be deemed to constitute default and abandonment of interest by the party failing to appear and shall preclude the

party from being heard further unless good cause for such failure to appear is shown within five (5) days from the date of the hearing.”

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Application No. 2024-0564 has been abandoned and will not proceed.

IT IS SO ORDERED by the Oklahoma Water Resource Board in regular and open meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

OKLAHOMA WATER RESOURCES BOARD

\_\_\_\_\_  
Thomas A. Gorman, Chairman

ATTEST:

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

(SEAL)

**CERTIFICATE OF MAILING**

I certify that on the 6<sup>nd</sup> day of October, 2025, I mailed via certified mail, return receipt requested, a true and correct copy of the above and foregoing instrument was mailed via email, to:

**APPLICANT(S):**

Xue Fei Lin  
PO Box 1079  
Oklahoma City, OK 73101

**PROTESTANT(S):**

Randy Ethridge  
PO Box 777  
Stroud OK, 74079

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Oklahoma Water Resources Board  
Administrative Hearing Clerk



## **5. SPECIAL CONSIDERATION**

### **WATER RIGHTS ADMINISTRATION DIVISION**

**October 21, 2025**

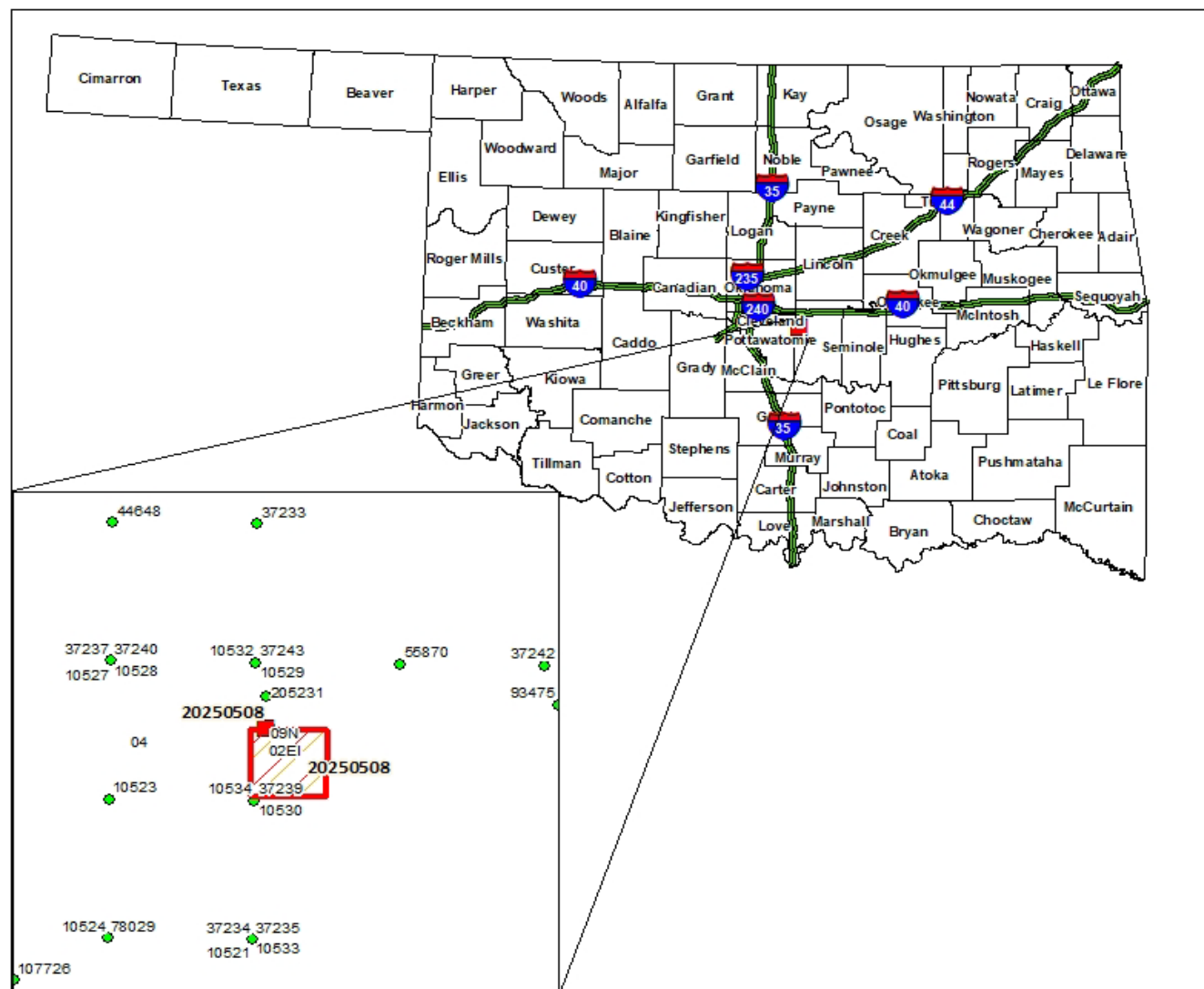
**WATER RIGHTS ADMINISTRATION DIVISION**  
**Application for a Limited Quantity Regular Groundwater Permit**

**October 21, 2025**

<b>NUMBER &amp; DATE</b>	<b>COUNTY</b>	<b>NAME OF APPLICANT</b>	<b>RECOMMENDATION</b>
2025-508 1/24/2025	Pottawatomie County	Roy Lackey and Melissa Loyd	Approval for proposed order

Roy Lackey and Melissa Loyd of 117 Red Tail Lane, Mcloud, OK 74851 has filed an application, #2025-508, 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 indoor growth) and irrigation (medical marijuana outdoor growth) purposes and to be withdrawn from 2.5 acres located in the NE NE SW of Section 4, T9N, R2EIM, Pottawatomie County. The groundwater will be used in Pottawatomie County as more specifically described in the application plat. The applicant intends to withdraw the groundwater from one (1) well located in the NE NE SW of Section 4, T9N, R2EIM, Pottawatomie County. The applicant gave proper Public Notice, the application was protested, and an administrative hearing was held on September 18, 2025. The Board concludes that the well exception request should be granted. The hearing examiner recommends approval of the application.

# Groundwater Application #2025-508 Roy and Melissa Lackey - Pottawatomie County



## Main Legend

- Well to be Permitted
- Counties
- Interstates

## Inset Legend

- Well to be Permitted
- Dedicated Land
- Townships
- Sections
- Groundwater Wells
- Reported Well Logs

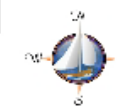
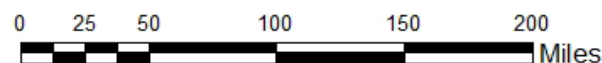
## OWRB Permits

- Groundwater, Active
- Groundwater, Pending
- Surface Water, Active
- Surface Water, Pending

## OWRB Dedicated Lands

- Groundwater, Active
- Groundwater, Pending
- Surface Water, Active
- Surface Water, Pending

Created by: DA  
Date: 10/14/2025



BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA

IN THE MATTER OF THE APPLICATION  
OF ROY LACKEY AND MELISSA LOYD  
TO USE GROUNDWATER IN  
POTTAWATOMIE COUNTY, OKLAHOMA

Application No. 2025-0508

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 September 18, 2025, beginning at 9:00 a.m. 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. 2025-0508 should be granted as set forth below.

This proceeding arose from the Application for a Groundwater Permit, by Roy Lackey and Melissa Loyd (or "Applicants"), No. 2025-0508 for use of one (1) acre-foot of groundwater in Pottawatomie County. Roy Lackey, Melissa Loyd, aka Melissa Lackey, and Martin Smith appeared for the hearing as or for the Applicants on September 18, 2025. The Protestants who filed letters in objection were as follows: Mark Maloy, Leah Nash, Gary Bickers, Tom Cooper, Lori Tyrrell, Sheila Green, Michael Green, Gail Harjo and Thomas Harjo. The Protestants ("Protestants") of record who appeared for the hearing were Leah Nash, Michael Green, Mark Maloy, and Gary Bickers.

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. Applicants applied for a Regular Groundwater Permit on January 24, 2025. The land encompasses 2.5 acres located in the NE NE SW of Section 4, Township 9 North, Range 2 East of the Indian Meridian, Pottawatomie County, Oklahoma. The purpose of the requested use is for the agricultural indoor grow and irrigation for an outdoor 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.

NOTICE OF THE APPLICATION AND PROTESTS

2. Board staff notified Applicants by letter dated May 14, 2025, 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. Applicants filed with the Board an Affidavit of Notification by Certified Mail, dated as received on May 27, 2025, stating the notification of the application occurred by certified mail, as supported by the documentation included in OWRB Exhibit “4”. Therefore, notice of the Application is found to be proper.

#### HEARING SUMMARY

4. The hearing on September 18, 2025 was opened, evidence and arguments were received, and the hearing was adjourned. Protestants Tom Cooper, Lori Tyrrell, Sheila Green, Gail Harjo and Thomas Harjo did not appear for the hearing on September 18, 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: Protest Letters, Exhibit 6: Notice of Hearing and Green Cards, Exhibit 7: Licenses and Certificates, Exhibit 8: Attendance Sheet.

#### APPLICANT’S WELL IS ON LAND PROPERLY DEDICATED TO THE PERMIT

6. The evidence shown by Applicant’s properly executed Warranty Deed filed on September 18, 2019 filed with the Pottawatomie County Clerk, evidences that the land dedicated to the groundwater permit application demonstrates properly that it is owned by the Applicants, Roy D. Lackey and Melissa K. Loyd. 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 and irrigation for outdoor growing of Medical Marijuana.

9. 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). Based upon the uncontested testimony and documentary evidence from Exhibit "2", the Applicants are partners with ownership interests in the company named Pott County Boys, LLP, and it has a valid license with the Oklahoma Medical Marijuana Authority to operate. 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. There was no evidence that it is more likely than not that Applicants 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). Therefore, it is found that Applicants have met this element.

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. 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 for water metering of Applicants' 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 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 Applicants have 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". 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 2.5 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; and,
- 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 September 18, 2019, filed with the Pottawatomie 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 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. 2025-0508 with a well-spacing exception, in the names of Roy Lackey and Melissa Loyd, is hereby granted. The permittees 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)

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

**October 21, 2025**

<b>NUMBER &amp; DATE</b>	<b>COUNTY</b>	<b>NAME OF APPLICANT</b>	<b>RECOMMENDATION</b>
2024-651 10/9/2024	Bryan County	Superior Sod Farm, LLC	Approval for proposed order

Superior Sod Farm, LLC c/o Colby Pennell of PO Box 291, Tom Bean, TX 75489 has filed an application, #2024-651, with the Oklahoma Water Resources Board (Board) for a permit to use 204 acre-feet of groundwater per year. The groundwater is proposed to be used for irrigation (sod) and taken from 102 acres located as follows: in the NW of Section 15, T9S, R9EIM, Bryan County. The water is to be withdrawn from four (4) wells located as follows: one (1) well each in the NE NE NW, NE SE NW, and two (2) wells in the SE NE NW of Section 15, T9S, R9EIM, Bryan County. The applicant gave proper Public Notice. The application was protested and an administrative hearing was held on September 17, 2025. The hearing examiner recommends approval of the application.

# Groundwater Application: Permit #2024-651

## Superior Sod Farms LLC- Bryan County

### Main Legend

- OWRB Permits selection
- Counties
- Interstates

### Inset Legend

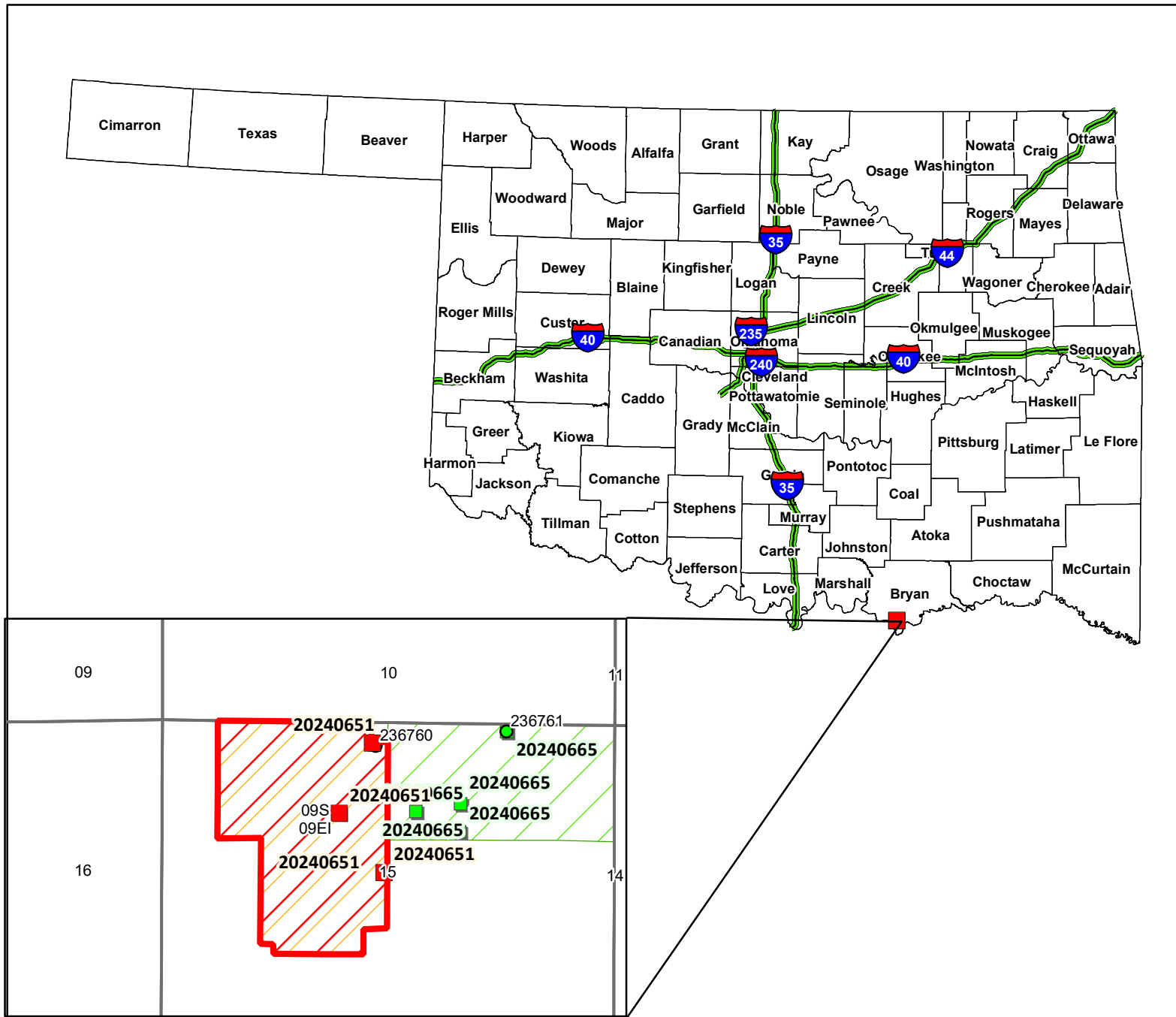
- Dedicated Land
- Wells to be Permitted
- Groundwater Wells
- Counties
- Townships
- Sections

### OWRB Permits

- Groundwater,
- Groundwater, Pending
- ◆ Surface Water,
- ◆ Surface Water, Pending

### OWRB Dedicated Lands

- Groundwater,
- Groundwater, Pending
- Surface Water,
- Surface Water, Pending





# OKLAHOMA

## Water Resources Board

October 2, 2025

TO ALL INTERESTED PARTIES LISTED

Re: Findings of Fact, Conclusions of Law and Board Order

Dear Interested Persons

Enclosed is an Order and a **Proposed Findings of Fact, Conclusions of Law and Board Order** that has been prepared by the Board Hearing Examiner in the above-referenced application. This **proposed order** will be presented to the Board for its consideration and official action at the next regular meeting scheduled for **Tuesday, October 21, 2025**. That meeting is scheduled to commence at **9:30 a.m.**, and will be held in the second floor Board Room at the **Oklahoma Water Resources Board, 3800 N. Classen Blvd., Oklahoma City, OK 73118**.

At the Board meeting, staff will recommend review of the enclosed proposed Order. While no new or additional evidence may be presented at this meeting, all parties recognized as having an interest in the hearing, or their authorized representatives, will be given the opportunity to present any objections, exceptions, concerns or other comments regarding this matter. The enclosed proposed Order may be approved, denied or modified by the Board.

Should you have any questions concerning this notification, the proposed Order or the Board meeting, please contact Angela Rodriguez at (405) 530-8800.

Sincerely,

Angela Rodriguez  
Legal Assistant

Encl.

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

In the Matter of Superior Sod Farm, LLC.	)	
Application for Groundwater	)	Application # 2024-0651
Permit in Bryan County, Oklahoma	)	

**PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW AND BOARD ORDER  
ON GROUNDWATER PERMIT APPLICATION**

**INTRODUCTION**

This matter arises out of the application for a groundwater permit filed on October 9, 2024 (the “Application”), by Superior Sod Farm, LLC. (“Applicant”). Applicant requested use of four (4) proposed groundwater wells on the property owned by Superior Sod Farm, LLC. for use of irrigation of sod. The Protestant Moraga Partners, LLC. (the “Protestant”), submitted a written protest to the application and the matter was set for hearing September 17, 2025. The Protestant was notified of the Hearing because the Protestant’s property was located within 1,320 feet of the Applicant’s property. According to the Protestant’s owner, Jonathan Hoopes, his domestic well is located more than 1,320 feet from the Applicant’s two proposed wells at a distance of 1,500 feet.

On August 4, 2025, the Applicant filed a document labeled “Motion to Dismiss or In the Alternative Motion for Summary Judgment” (The “Motion”). OWRB Exhibit 10. In the Motion, the Applicant moved: (1) to dismiss the protest of the Protestant for failing to meet the standing requirements established by the OWRB, the Administrative Procedures Act, and relevant Oklahoma Supreme Court rulings; or in the alternative, (2) Grant Summary Judgment against the Protestant as its claims wholly fail as a matter of law and cannot survive even minimal scrutiny. The Motion notes, in part, that the Protestant has not alleged facts demonstrating a legally cognizable interest or personal stake in the outcome of the Applicant’s application to warrant a hearing. The Motion further notes, in part, that alternatively, the Applicant is entitled to summary judgment because the Protestant’s arguments are irrelevant to the statutory and regulatory criteria governing groundwater permit applications or are factually and legally deficient.

A hearing was held at the Board offices in Oklahoma City, Oklahoma at 10:00 a.m. on September 17, 2025. The Applicant and its Attorney and the Protestant’s owner were present, with the Protestant appearing *pro se*. The Protestant’s owner, Jonathan Hoopes, admitted that he is not an Attorney licensed to practice law in the State of Oklahoma. Accordingly, the Protestant’s owner as a non-attorney was not permitted to engage in cross-examination of any witnesses.

Pursuant to Oklahoma Administrative Code (“OAC”) 785:4-7-1 and 4-7-7, records were admitted that were offered by the Oklahoma Water Resources Board (“OWRB”) pertinent to this Application, including in part the application, ownership documents, notice documents, maps, protest letter of the Protestant, and the notice scheduling hearing. The Protestant’s owner attempted to introduce another document(s) into evidence, which attempt is noted but was unsuccessful. When the Protestant’s owner attempted to introduce additional document(s) into the record, the Applicant’s Attorney objected as the document(s)’ relevance was shown to be immaterial and irrelevant due to its references to stream water. *See* OWRB Exhibits 1-12. It is noted that while the additional document(s) was provided to the Hearing Examiner, the Protestant’s additional

document(s) was not admitted into evidence due to the timely objection of the Applicant's attorney. After the hearing was adjourned, the matter was taken under advisement. A proposed order was prepared, served on the Applicant and Protestant's owner, and presented to the Board for consideration and action.

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

### **BACKGROUND**

1. On October 9, 2024, the Applicant filed Application No. 2024-0651 with the Board for a temporary groundwater permit. Applicant requested authorization to use 204 acre-feet of groundwater each year from the proposed groundwater well for use of irrigation of sod. Applicant dedicated to the Application 102 acres of land in the N/W $\frac{1}{4}$  of Section 15, Township 09 South, Range 09 East I. M., Bryan County; *See* OWRB Exhibit 1. To support this application, Applicant submitted a Warranty Deed(s) recorded in the Office of the County Clerk of Bryan County. *See* OWRB Exhibit 2. Ownership of land was not disputed.

2. The four (4) groundwater wells are proposed to be located as follows:

One well in the N/E  $\frac{1}{4}$  of N/E  $\frac{1}{4}$  of N/W  $\frac{1}{4}$  of Section 15, Township 09 South, Range 09 East I. M., Bryan County;

Two wells in the S/E  $\frac{1}{4}$  of N/E  $\frac{1}{4}$  of N/W  $\frac{1}{4}$  of Section 15, Township 09 South, Range 09 East I. M., Bryan County; and,

One well in the N/E  $\frac{1}{4}$  of S/E  $\frac{1}{4}$  of N/W  $\frac{1}{4}$  of Section 15, Township 09 South, Range 09 East I. M., Bryan County;

*See* OWRB Exhibit 1. Applicants' proposed use of the groundwater will be in Bryan County. The application indicated that water would be taken from the Red River Alluvium and Terrace groundwater basin (also known as the Red River Reach III Groundwater Basin). *See* OWRB Exhibit 1.

3. Applicant revised the Application as necessary by Board rules and statutes. *See* OWRB Exhibit 1. Applicant also submitted a surface estate owner's map for notification purposes. *See* OWRB Exhibit 1.

### **NOTICE**

4. On May 13, 2025, Board staff notified Applicant that the application had been reviewed and directed Applicants to give notice of the application by certified mail to each surface owner of land within 1,320 feet of the outside boundary of the ten-acre tract of land with the groundwater well location covered by the application, and publish notice of the application in a newspaper of general circulation in the county in which the existing well is located. *See* OWRB Exhibit 3. The notice was published on June 27, 2025 and July 4, 2025, in The Durant Democrat, a newspaper of general circulation in Bryan County. The notice listed a protest deadline of July 28, 2025. OWRB

Exhibit 6. Applicant also sent, by certified mail, direct notice to those individuals listed on the surface estates owner's map. *See* OWRB Exhibit 7.

## **PROTESTS**

5. Protestant Moraga Partners, LLC., protested the application and was made a party herein. *See* OWRB Exhibit 6. It should be noted that the Protestant Moraga Partners, LLC, alleged that the Applicant was planning to engage in "commercial use" of the groundwater. Under the Board's Rules at OAC 785:30-1-2 entitled "Definitions", the term "commercial use" means a use "which includes but is not limited to water for businesses, industrial parks, laundries, cafes, motels/hotels, institutions, food processing, and water used in the transportation of metal ores and non-metals by pipelines.

6. It should also be noted that the pro se Protestant cited three Oklahoma cases as authority for his protest. Research found that two of the cases cited by the Protestant without the book and page numbers did exist, those being *Leo v. Oklahoma Water Resources Board*, 2023 OK 96, 536 P. 3d 939(2023) and *Barnett v. Okay Public Works Authority*, 2022 OK 24, 507 P. 3d 1245 (2023). Research about the third Oklahoma case cited by the Protestant without book and page, *OWRB v. City of Edmond* (2019), found that no such case existed. Accordingly, as the legal authority cited by the Protestant's owner in the written protest letter was a fabrication and a fiction, the Protestant's theory that the absence of a pre-permit hydrological assessment is mandated by a fictional case has no basis and does not further undermine the application's validity.

## **HEARING**

7. The hearing commenced on September 17, 2025, at the Board's office in Oklahoma City, Oklahoma. Appearing on behalf of Applicant was Attorney Kaylee P. Davis-Maddy, Doerner, Saunders, Daniel & Anderson, LLP., Oklahoma City, OK. OWRB Exhibit 9. Protestant, appeared without counsel. The hearing was opened, appearances were entered, witnesses were sworn and testified, evidence was admitted, the protestants' arguments were heard, and the hearing was adjourned. It should be noted that because the Protestant was not an attorney, the Protestant's owner could not represent the Protestant. Thereafter, a proposed order was prepared, served on the parties, and presented to the Board for consideration at its next appropriate meeting.

## **FINDINGS OF FACT**

### **OWNERSHIP OF LAND**

8. During the hearing, Applicant Kerby Shaw presented his reasons for applying for his groundwater permit. The surface of land dedicated to this application for the permit is 102 acres in the N/W ¼ of Section 15, Range 09 East, I. M., Bryan County. *See* OWRB Exhibit 2. The title to the land is held by the Applicant Superior Sod Farm, LLC. *See* OWRB Exhibit 2. Ownership was not disputed at the hearing.

### **LAND LOCATED OVER GROUNDWATER BASIN**

9. Mr. Shaw testified consistent with the application that the land dedicated to this application overlies the Red River Alluvium and Terrace groundwater basin (also known as the

1 *R.J. Edwards v. Hert*, 504 P. 2d 407 (Okla. 1972).



Red River Reach III Groundwater Basin). Pursuant to the application, the amount of groundwater available to the Applicant for permitting is 2 acre-feet per year per acre of land. This was not disputed at the hearing.

### **BENEFICIAL USE**

10. The proposed use of the groundwater is for irrigation of sod. *See* OWRB Exhibit 1. The beneficial use (use of irrigation of sod) of the groundwater was not disputed at the hearing.

### **WASTE BY DEPLETION**

11. No evidence was produced that waste by depletion would occur.

### **WASTE BY POLLUTION**

12. No evidence was produced that waste by pollution would occur should the groundwater permit be issued.

### **CONCLUSIONS OF LAW**

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

### **USE OF GROUNDWATER**

13. Under 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 may use such groundwater in accordance with the use regulations imposed by the Oklahoma Groundwater Law, 82 O.S. § 1020.1 et seq.

### **SUBJECT MATTER JURISDICTION**

14. The Board has subject matter jurisdiction to adjudicate applications for permits according to the Oklahoma Groundwater Law and the Board's rules promulgated pursuant thereto. 82 O.S. § 1020.7. *See* OWRB Exhibits 6 and 7.

### **PERSONAL JURISDICTION; DUE PROCESS**

15. Due and proper notice of the application and subsequent proceedings was given to all potentially interested persons as required by law. Applicant and Protestant are interested parties to this proceeding. All other potentially interested persons have defaulted or abandoned their interests. Oklahoma Administrative Code ("OAC") 785:4-7-3.

### **APPROVAL OF APPLICATION**

16. Title 82 O.S. §1020.9(A)(1), before the Board takes final action on an application, the Board shall determine from the evidence presented, from the hydrologic surveys or reports and from other relevant data available to the Board and applicant whether:

“a. the lands owned or leased by the applicant overlie a fresh groundwater basin or subbasin,

b. the use to which the applicant intends to put the water to beneficial use,

c. waste as specified by Section 1020.15 of this title will occur, and

d. the proposed use is likely to degrade or interfere with springs or streams emanating in whole or in part from water originating from a sensitive groundwater basin or subbasin as defined in Section 1020.9A of this title.”

### **ISSUES TO BE DETERMINED**

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

(a) whether the applicant owns the surface of the dedicated land or holds a valid lease for the taking of groundwater from the land;

(b) whether the dedicated land overlies a fresh groundwater basin or subbasin;

(c) whether the use to which the applicant intends to put the water is a beneficial use; and

(d) that waste by depletion and waste by pollution as specified in 82 O.S. § 1020.15 will not occur.

Generally, if the Board finds for the applicant on all these issues, the rule provides that the Board shall approve the application and issue the appropriate permit. Section 1020.9(D) of Title 82 provides further that the Board may specify conditions in the permit, including but not limited to the rate of withdrawal and the level of perforation and sealing wells.

### **OWNERSHIP OF LAND**

17. Ownership of land was not challenged at the hearing. Regardless, based on the information submitted in the application and the evidence admitted at the hearing, the Board concludes that Applicant provided evidence of his right to take groundwater from the land identified on the application, in the form of ownership documentation listed above in paragraph three. *See* OWRB Exhibits 1 and 2.

### **GROUNDWATER BASIN**

18. The dedicated land in this Application overlies the Red River Alluvium and Terrace groundwater basin (also known as the Red River Reach III Groundwater Basin). The Board has yet to determine a maximum annual yield for this basin. This issue was not challenged at the hearing. Therefore, Applicant is entitled to a groundwater allocation of two acre-foot per acre per year, as provided in 82 O.S. § 1020.11(8).

## **BENEFICIAL USE**

19. This Board defines beneficial use in OAC 785:30-1-2 as follows:

“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.

20. Although beneficial use was not challenged at the hearing, the evidence established that Applicant’s proposed use to irrigate sod meets the definition of beneficial use.

21. The Board must determine whether Applicant will allow waste as specified by 82 O.S. § 1020.15 to occur. Section 1020.15 is quoted as follows:

A. The Oklahoma Water Resources Board shall not permit any fresh groundwater user to commit waste by:

1. Drilling a well, taking or using fresh groundwater without a permit, except for domestic use;
2. Taking more fresh groundwater than is authorized by the permit;
3. Taking or using fresh groundwater in any manner so that the water is lost for beneficial use;
4. Transporting fresh groundwater from a well to the place of use in such a manner that there is an excessive loss in transit;
5. Using fresh groundwater in such an inefficient manner that excessive losses occur;
6. Allowing any fresh groundwater to reach a pervious stratum and be lost into cavernous or otherwise pervious materials encountered in a well;
7. Permitting or causing the pollution of fresh water strata or basin through any act which will permit fresh groundwater polluted by minerals or other waste to filter or otherwise intrude into such a basin or subbasin. The Board shall be precluded from determining whether waste by pollution will occur pursuant to the provisions of this paragraph if the activity for which the applicant or water user intends to or has used the water as specified under Section 1020.9 of [Title 82] is required to comply with rules and requirements of or is within the jurisdictional areas of environmental responsibility of the Department of Environmental Quality or the Oklahoma Department of Agriculture, Food and Forestry;
8. Drilling wells and producing fresh groundwater therefrom except in accordance with the well spacing previously determined by the Board;
9. Using fresh groundwater for air conditioning or cooling purposes without providing facilities to aerate and reuse such water; or
10. Failure to properly plug abandoned fresh water wells in accordance with rules of the Board and file reports thereof.

According to OAC 785:30-1-2, paragraphs (1) through (6) and paragraphs (8) and (9) are forms of “waste by depletion” (as that term is used in the case of *Oklahoma Water Resources Board v. Texas County Irrigation and Water Resources Ass’n*, 1984 OK 96). Paragraphs (7) and (10) are forms of “waste by pollution”).

22. There is no basis in this case to determine that Applicant’s proposed use will be impermissible or unlawful. The legislative policy expressed in the Oklahoma Groundwater Law is “to utilize the groundwater resources of the state.” 82 O.S. § 1020.2(A). To implement that policy, the Oklahoma Groundwater Law authorizes the controlled reduction of a groundwater basin as long as that reduction is done in an orderly fashion according to the statutory scheme for reasonable restrictions on such use. The surface owner or lessee of land overlying a fresh groundwater basin is entitled to use the groundwater beneath the surface once certain elements of the Oklahoma Groundwater Law have been met. Here the application is in accordance with and not contrary to the law and rules.

23. The Board concludes that waste by depletion will not occur if the application is approved.

#### **WASTE BY POLLUTION**

24. The provisions of 82 O.S. § 1020.15(A)(7) provide the Board shall not permit any groundwater user to commit waste by “permitting or causing the pollution of a fresh water strata or basin through any act which will permit fresh groundwater polluted by minerals or other waste to filter or otherwise intrude into such a basin or subbasin.” Subsection (10) also prohibits a user from committing waste for “failure to properly plug abandoned water wells in accordance with rules of the Board and file reports thereof.” Therefore, the Board concludes that waste by pollution will not occur.

#### **COMMERCIAL USE**

25. According to OAC 785:30-1-2, the term “commercial use” means a use “which includes but is not limited to water for businesses, industrial parks, laundries, cafes, motels/hotels, institutions, food processing, and water used in the transportation of metal ores and non-metals by pipelines”.

**MASSONGILL v. McDEVITT CASE HOLDING THAT IN THIS CASE, McDEVITT IS ATTEMPTING TO REPRESENT APPELLANT CORPORATION. INDIVIDUALLY, HE IS NOT A PARTY TO THIS APPEAL, AND HE IS NOT AN ATTORNEY. SUCH REPRESENTATION IS NOT AUTHORIZED IN THIS STATE**

26. The holding in the Oklahoma Court of Civil Appeals case of *Massongill v. McDevitt*, 1989 OK CIV APP 82 ¶5, 828 P. 2d 439 (1989), is that “McDevitt is attempting to represent Appellant Corporation. Individually, he is not a party to this appeal, and he is not an Attorney. Such representation is not authorized in this state”.

#### **LIMITED LIABILITY COMPANY IS AN ENTITY SEPARATE FROM ITS OWNERS**

1 *R.J. Edwards v. Hert*, 504 P. 2d 407 (Okla. 1972).

27. Under the Oklahoma Limited Liability Company Act, 18 O.S. § 2001 entitled “Definitions”, a limited liability company, Section 15, a “Limited liability company” or “domestic limited liability company” means “an **entity** formed under the Oklahoma Limited Liability Company Act and existing under the laws of this state.” (emphasis added). Accordingly, a limited liability company is an entity separate from its owner or owners.

### **PRACTICE OF LAW**

28. According to the case of *Massongill v. McDevitt*, 1989 OK CIV APP 82 ¶4, 828 P. 2d 439 (1989), “The ‘practice of law’ is the rendition of services requiring the knowledge and the application of legal principles and technique to serve the interests of another with his consent.”<sup>1</sup>

### **CONCLUSION**

29. The Board hereby orders that application no. 2024-0651 in the name Superior Sod Farm, LLC. shall be and is hereby **APPROVED**.

### **ORDER**

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Application No. 2024-0651 in the name of Superior Sod Farm, LLC. shall be and the same is hereby approved. A permit shall be issued which authorizes groundwater wells located as follows:

One well in the N/E ¼ of N/E ¼ of N/W ¼ of Section 15, Township 09 South, Range 09 East I. M., Bryan County;

Two wells in the S/E ¼ of N/E ¼ of N/W ¼ of Section 15, Township 09 South, Range 09 East I. M., Bryan County; and,

One well in the N/E ¼ of S/E ¼ of N/W ¼ of Section 15, Township 09 South, Range 09 East I. M., Bryan County;

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 \_\_\_\_\_, 20\_\_\_\_.

OKLAHOMA WATER RESOURCES BOARD

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Chairman

<sup>1</sup> *R.J. Edwards v. Hert*, 504 P. 2d 407 (Okla. 1972).

ATTEST:

---

Secretary  
(SEAL)

## **CERTIFICATE OF MAILING**

I certify that on the 2<sup>nd</sup> day of September , 2025, I mailed via certified mail, return receipt requested, a true and correct copy of the above and foregoing instrument was mailed via email, to:

### **APPLICANT(S):**

Kaylee Davis-Maddy  
c/o Superior Sod  
210 Park Ave, Ste. 1200  
Oklahoma City, OK 73102

### **PROTESTANT(S):**

Jonathan Hoopes  
Managing Member Moraga Partners, LLC  
5204 Reflection Ct.  
Flower Mound, TX 75022

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Oklahoma Water Resources Board  
Administrative Hearing Clerk

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

**October 21, 2025**

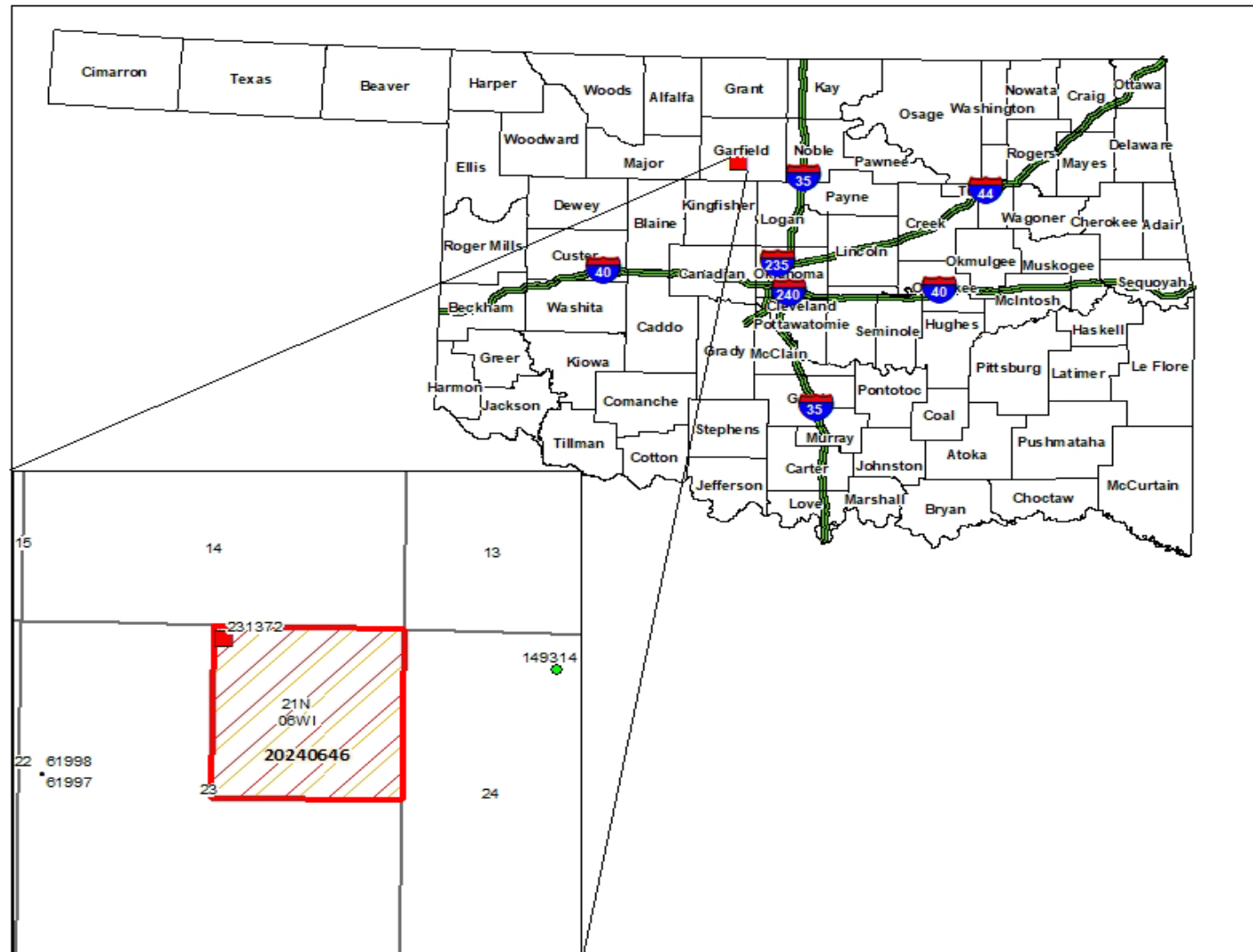
<b>NUMBER &amp; DATE</b>	<b>COUNTY</b>	<b>NAME OF APPLICANT</b>	<b>RECOMMENDATION</b>
2024-646 9/30/2024	Garfield County	Mike Frickenschmidt and Timothy Frickenschmidt	Approval for proposed order

Notice is given by Mike Frickenschmidt and Timothy Frickenschmidt of PO Box 65, Waukomis, OK 73773 has filed an application, #2024-646, 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 (wheat, corn, and soybeans) and oil and gas (selling water and dust suppression) and taken from 160 acres located as follows: in the NE of Section 23, T21N, R6WIM, Garfield County. The water is to be withdrawn from one (1) well located as follows: in the NW NW NE of Section 23, T21N, R6WIM, Garfield County. The applicant gave proper Public Notice. The application was protested and an administrative hearing was held on July 29, 2025. The hearing examiner recommends approval of the application.



# Groundwater Application #2024-646

## Michael and Timothy Frickenschmidt - Garfield County



Created by: DA  
Date: 10/14/2025

0 25 50 100 150 200  
Miles

### Main Legend

- Well to be Permitted
- Counties
- Interstates

### Inset Legend

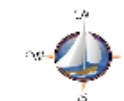
- Well to be Permitted
- Dedicated Land
- Townships
- Sections
- Groundwater Wells
- Reported Well Logs

### OWRB Permits

- Groundwater, Active
- Groundwater, Pending
- ◆ Surface Water, Active
- ◆ Surface Water, Pending

### OWRB Dedicated Lands

- Groundwater, Active
- Groundwater, Pending
- Surface Water, Active
- Surface Water, Pending



5002



See OWRB Exhibit 1. Applicants' proposed use of the groundwater will be in Garfield County. The application indicated that water would be taken from the Hennesey Group groundwater basin (also known as the North Central Oklahoma Groundwater Basin). See OWRB Exhibit 1.

3. To support this application, Applicant submitted the following deed(s) in the name of Timothy Frickenschmidt recorded in the Office of the County Clerk of Garfield County:

Warranty Deed (Book 1361, Page 553)

See OWRB Exhibit 1. Ownership of land was not disputed. However, the deed does not list Michael Frickenschmidt as an owner of the property and no other lease or ownership documents were provided.

4. Applicants revised the Application as necessary by Board rules and statutes. See OWRB Exhibit 1. Applicants also submitted a surface estate owner's map for notification purposes. See OWRB Exhibit 1.

### **NOTICE**

5. On February 11, 2025, Board staff notified Applicant that the application had been reviewed and directed Applicants to give notice of the application by certified mail to each surface owner of land within 1,320 feet of the outside boundary of the ten-acre tract of land with the groundwater well location covered by the application, and publish notice of the application in a newspaper of general circulation in the county in which the existing well is located during the weeks beginning February 23, 2025 and March 2, 2025. See OWRB Exhibit 5. The notice was published on February 25, 2025 and March 4, 2025, in The Enid News & Eagle, a newspaper of general circulation in Garfield County. The notice listed a protest deadline of March 31, 2025. OWRB Exhibit 6. Applicants also sent, by certified mail, direct notice to those individuals listed on the surface estates owner's map. See OWRB Exhibit 7.

### **PROTESTS**

6. Protestants Shirley A. West, Carilyn Beebe, Lauren R. Diersen, Vera M. Diersen, Gary and Suzanne Hunter, David and NeAnne Clinton, Lora Diersen, Jason and Jennie Elmore, Linda Miller, Kelly R. Craig, Philip and Marilyn Hunter, and Ken and Carla Walker, protested the application and were made parties herein. See OWRB Exhibit 6.

### **HEARING**

7. The hearing commenced on July 29, 2025, at the Board's office in Oklahoma City, Oklahoma. Appearing on behalf of Applicants was Applicant Mike Frickenschmidt. Protestants Shirley A. West, Carilyn Beebe, Lauren R. Diersen, Vera M. Diersen, Gary and Suzanne Hunter, David and NeAnne Clinton, Lora Diersen, Jason and Jennie Elmore, Linda Miller, Kelly R. Craig, Philip and Marilyn Hunter, and Ken and Carla Walker, appeared without counsel. The hearing was opened, appearances were entered, witnesses were sworn and testified, evidence was admitted,

the protestants' arguments were heard, and the hearing was adjourned. Thereafter, a proposed order was prepared, served on the parties, and presented to the Board for consideration at its next appropriate meeting.

## **FINDINGS OF FACT**

### **OWNERSHIP OF LAND**

8. During the hearing, Applicant Mike Frickenschmidt presented his reasons for applying for his groundwater permit. The surface of land dedicated to this application for the permit is 160 acres and is located as follows: NE ¼ of Section 36, Township 14 North, Range 2 West, Indian Meridian, Garfield County. *See* OWRB Exhibit 2. The title to the land is held by the Applicant Timothy Frickenschmidt. *See* OWRB Exhibit 2. Ownership was not disputed at the hearing.

### **LAND LOCATED OVER GROUNDWATER BASIN**

9. Mr. Frickenschmidt testified consistent with the application that the land dedicated to this application overlies the Hennessey Group groundwater basin (also known as the North Central Oklahoma Groundwater Basin). Pursuant to the application, the maximum annual yield for this basin has not yet been established by the Board; therefore, the default amount of groundwater available to the Applicant is 2 acre-foot per year per acre of land. This was not disputed at the hearing.

### **BENEFICIAL USE**

10. The proposed use of the groundwater is for irrigation and water sales for oil and gas, as well as a commercial solar project of a subcontractor. *See* OWRB Exhibit 1. The beneficial use (use of irrigation and selling water for oil and gas, as well as a commercial solar project of a subcontractor) of the groundwater was not disputed at the hearing.

### **WASTE BY DEPLETION**

11. Although several Protestants expressed concerns that the groundwater basin would be depleted should this groundwater permit be issued, no evidence was produced that waste by depletion would occur.

### **WASTE BY POLLUTION**

12. No evidence was produced that waste by pollution would occur should the groundwater permit be issued.

## **CONCLUSIONS OF LAW**

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

### **USE OF GROUNDWATER**

13. Under 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 may use such groundwater in accordance with the use regulations imposed by the Oklahoma Groundwater Law, 82 O.S. § 1020.1 et seq.

### **SUBJECT MATTER JURISDICTION**

14. The Board has subject matter jurisdiction to adjudicate applications for permits according to the Oklahoma Groundwater Law and the Board's rules promulgated pursuant thereto. 82 O.S. § 1020.7. *See* OWRB Exhibits 6 and 7.

### **PERSONAL JURISDICTION; DUE PROCESS**

15. Due and proper notice of the application and subsequent proceedings was given to all potentially interested persons as required by law. Applicant and Protestants are interested parties to this proceeding. All other potentially interested persons have defaulted or abandoned their interests. Oklahoma Administrative Code ("OAC") 785:4-7-3.

### **ISSUES TO BE DETERMINED**

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

- (a) whether the applicant owns the surface of the dedicated land or holds a valid lease for the taking of groundwater from the land;
- (b) whether the dedicated land overlies a fresh groundwater basin or subbasin;
- (c) whether the use to which the applicant intends to put the water is a beneficial use; and
- (d) that waste by depletion and waste by pollution as specified in 82 O.S. § 1020.15 will not occur.

Generally, if the Board finds for the applicant on all these issues, the rule provides that the Board shall approve the application and issue the appropriate permit. Section 1020.9(D) of Title 82 provides further that the Board may specify conditions in the permit, including but not limited to the rate of withdrawal and the level of perforation and sealing wells.

### **OWNERSHIP OF LAND**

17. Ownership of land was not challenged at the hearing. Regardless, based on the information submitted in the application and the evidence admitted at the hearing, the Board concludes that Applicant provided evidence of the land being owned by Timothy Frickenschmidt as land identified on the application, in the form of ownership documentation listed above in paragraph three. There was no evidence of ownership by applicant Micheal Frickenschmidt. Therefore, the permit should be issued in the name of Timothy Frickenschmidt only. *See* OWRB Exhibits 1 and 2.

## **GROUNDWATER BASIN**

18. The dedicated land in this Application overlies the Hennessey Group groundwater basin (also known as the North Central Oklahoma Groundwater Basin). The maximum annual yield for this basin has not yet been determined by the Board. This issue was not challenged at the hearing. Therefore, Applicants are entitled to a groundwater allocation of two acre-foot per acre per year, as provided in 82 O.S. § 1020.11.

## **BENEFICIAL USE**

19. This Board defines beneficial use in OAC 785:30-1-2 as follows:

“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.

20. Although beneficial use was not challenged at the hearing, the evidence established that Applicant’s proposed use meets the definition of beneficial use.

21. The Board must determine whether Applicant will allow waste as specified by 82 O.S. § 1020.15 to occur. Section 1020.15 is quoted as follows:

A. The Oklahoma Water Resources Board shall not permit any fresh groundwater user to commit waste by:

1. Drilling a well, taking or using fresh groundwater without a permit, except for domestic use;
2. Taking more fresh groundwater than is authorized by the permit;
3. Taking or using fresh groundwater in any manner so that the water is lost for beneficial use;
4. Transporting fresh groundwater from a well to the place of use in such a manner that there is an excessive loss in transit;
5. Using fresh groundwater in such an inefficient manner that excessive losses occur;
6. Allowing any fresh groundwater to reach a pervious stratum and be lost into cavernous or otherwise pervious materials encountered in a well;
7. Permitting or causing the pollution of fresh water strata or basin through any act which will permit fresh groundwater polluted by minerals or other waste to filter or otherwise intrude into such a basin or subbasin. The Board shall be precluded from determining whether waste by pollution will occur pursuant to the provisions of this paragraph if the activity for which the applicant or water user intends to or has used the water as specified under Section 1020.9 of [Title 82] is required to comply

with rules and requirements of or is within the jurisdictional areas of environmental responsibility of the Department of Environmental Quality or the Oklahoma Department of Agriculture, Food and Forestry;

8. Drilling wells and producing fresh groundwater therefrom except in accordance with the well spacing previously determined by the Board;

9. Using fresh groundwater for air conditioning or cooling purposes without providing facilities to aerate and reuse such water; or

10. Failure to properly plug abandoned fresh water wells in accordance with rules of the Board and file reports thereof.

According to OAC 785:30-1-1, paragraphs (1) through (6) and paragraphs (8) and (9) are forms of “waste by depletion” (as that term is used in the case of *Oklahoma Water Resources Board v. Texas County Irrigation and Water Resources Ass’n*, 1984 OK 96). Paragraphs (7) and (10) are forms of “waste by pollution”).

22. The Board acknowledges Protestant’s written concern about the groundwater supply in the area and that his existing water well could be adversely affected by Applicant’s withdrawal 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 legislative policy expressed in the Oklahoma Groundwater Law is “to utilize the groundwater resources of the state.” 82 O.S. § 1020.2(A). To implement that policy, the Oklahoma Groundwater Law authorizes the controlled reduction of a groundwater basin as long as that reduction is done in an orderly fashion according to the statutory scheme for reasonable restrictions on such use. The surface owner or lessee of land overlying a fresh groundwater basin is entitled to use the groundwater beneath the surface once certain elements of the Oklahoma Groundwater Law have been met. Here the application is in accordance with and not contrary to the law and rules.

23. The Board concludes that waste by depletion will not occur if the application is approved.

### **WASTE BY POLLUTION**

24. The provisions of 82 O.S. § 1020.15(A)(7) provide the Board shall not permit any groundwater user to commit waste by “permitting or causing the pollution of a fresh water strata or basin through any act which will permit fresh groundwater polluted by minerals or other waste to filter or otherwise intrude into such a basin or subbasin.” Subsection (10) also prohibits a user from committing waste for “failure to properly plug abandoned water wells in accordance with rules of the Board and file reports thereof.” No evidence was presented that Applicants would commit waste by pollution in the use of the groundwater. Therefore, the Board concludes that waste by pollution will not occur.

### **CONCLUSION**

25. The Board hereby orders that application no. 2024-0646 in the name Timothy and Frickenschmidt shall be and is hereby **APPROVED**.

**ORDER**

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Application No. 2024-0646 in the name of Timothy Frickenschmidt shall be and the same is hereby approved. A permit shall be issued which authorizes the existing groundwater well located as follows:

Well: NW ¼ of NW ¼ of NE ¼ of Section 23, Township 21 North, Range 6 West, Indian Meridian, Garfield County;

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 21st day of October, 2025.  
(This is the new date the board will hear this permit request)

OKLAHOMA WATER RESOURCES BOARD

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

ATTEST:

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



## **CERTIFICATE OF MAILING**

I certify that on the 25<sup>th</sup> day of August , 2025, I mailed via certified mail, return receipt requested, a true and correct copy of the above and foregoing instrument was mailed via email, to:

### **APPLICANT(S):**

Mike and Tim Frickenschmidt  
PO Box 65  
Waukomis, OK 73773

### **PROTESTANT(S):**

Philip and Marilyn Hunter  
10405 S. 42<sup>nd</sup> Street  
Waukomis, OK 73773

Gary & Suzanne Hunter  
4609 S. Covered Wagon Trail  
Enid, OK 73701

NeAnne Clinton  
13518 S. 5<sup>th</sup> Street  
Waukomis, OK 73773

Ken & Carla Walker  
PO Box 521  
Waukomis, OK 73773

Lora, Loren and Vera Dierksen  
6100 Hayward Rd. Waukomis,  
OK 73773

Kelly R. Craig  
4617 S. Covered Wagon Trail  
Enid, OK 73701

Linda Miller  
7908 S. 54<sup>th</sup> Street Waukomis,  
OK 73773

Jason and Jennie Elmore 7908  
S. 54<sup>th</sup> Street Waukomis, OK  
73773

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Oklahoma Water Resources Board  
Administrative Hearing Clerk

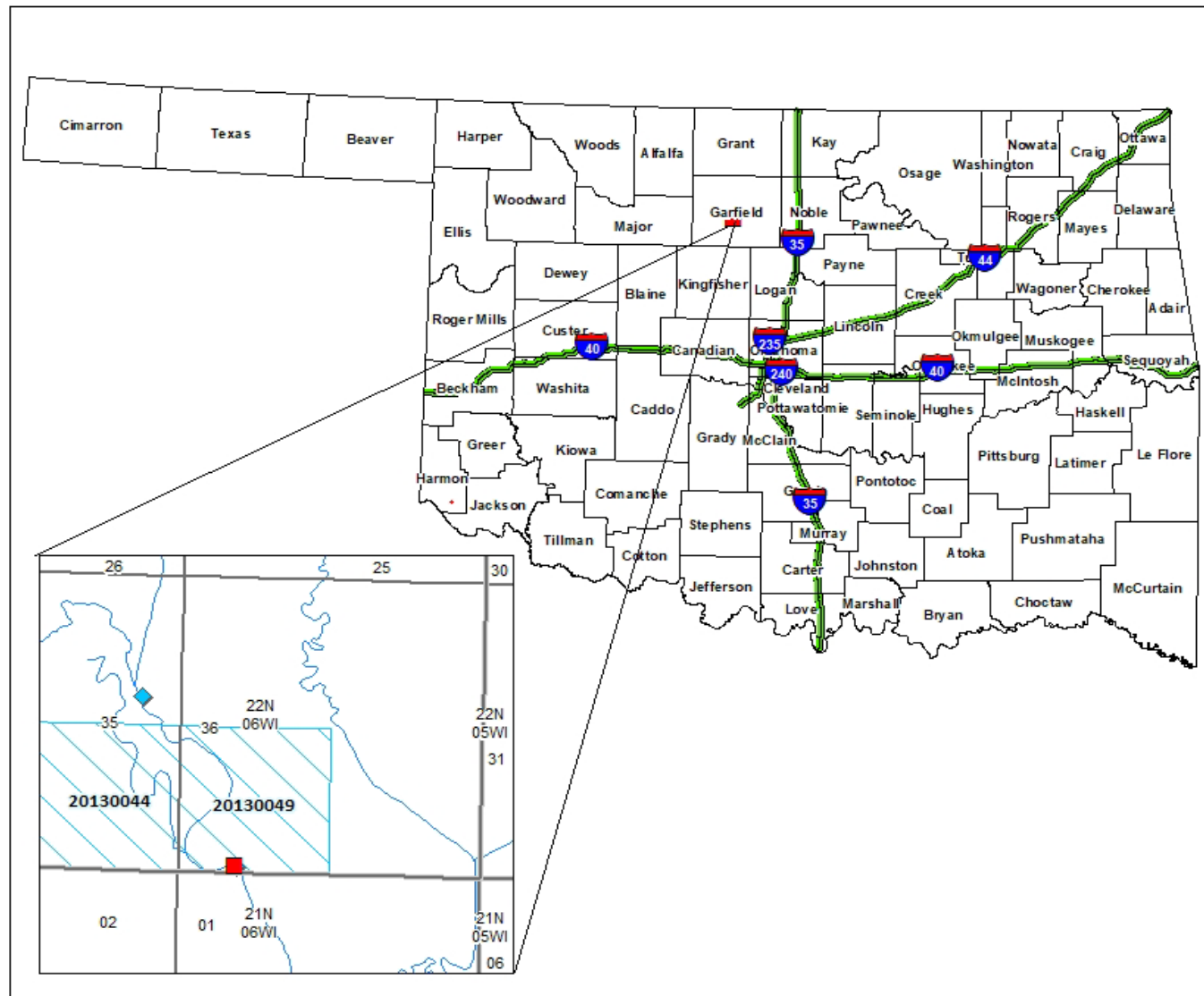
**WATER RIGHTS ADMINISTRATION DIVISION  
Amendment to Stream Water Permit**

**October 21, 2025**

<b>NUMBER &amp; DATE</b>	<b>COUNTY</b>	<b>NAME OF APPLICANT</b>	<b>RECOMMENDATION</b>
2013-049 12/10/2024	Garfield County	Michael J. and Brenda Sue Frickenschmidt	Approval for proposed order

Notice is given by Michael J. and Brenda Sue Frickenschmidt of PO Box 65, Waukomis, OK 73773 has filed a petition to amend Regular Stream water Permit #2013-049, with the Oklahoma Water Resources Board (Board). The Application asks to add the use of commercial sale for industrial (dust suppression) for 12 acre feet per year, along with reducing the existing use of irrigation by 12 acre feet per year down to 281.3 acres-feet per year. All other aspects of the water right will remain the same. The permit authorizes the withdrawal of up to 293.3 acre-feet per year not to exceed 1,500 gallons per minute from one diversion point on Skeleton Creek located in the SE SW SW of Section 36, T22N, R6WIM, Garfield County. The applicant gave proper Public Notice. The application was protested and an administrative hearing was held on August 13, 2025. The hearing examiner recommends approval of the amended permit.

# Stream Water Amendment: Permit #20130049, Michael and Brenda Frickenschmidt, Garfield County



## Legend

- Diversion Point
- Counties
- Interstates

## Inset Legend

- Diversion Point
- Counties
- Townships
- Sections

## OWRB Permits

- Groundwater, Active
- Groundwater, Pending
- ◆ Surface Water, Active
- ◆ Surface Water, Pending

## OWRB Dedicated Lands

- ▨ Groundwater, Active
- ▨ Groundwater, Pending
- ▨ Surface Water, Active
- ▨ Surface Water, Pending

## Surface Water

- Streams/Creeks

Created by: CW  
Date: 10/8/2025

0 20 40 80 120 160  
Miles





# OKLAHOMA

## Water Resources Board

October 2, 2025

TO ALL INTERESTED PARTIES LISTED

Re: Findings of Fact, Conclusions of Law and Board Order

Dear Interested Persons

Enclosed is an Order and a **Proposed Findings of Fact, Conclusions of Law and Board Order** that has been prepared by the Board Hearing Examiner in the above-referenced application. This **proposed order** will be presented to the Board for its consideration and official action at the next regular meeting scheduled for **Tuesday, October 21, 2025**. That meeting is scheduled to commence at **9:30 a.m.**, and will be held in the second floor Board Room at the **Oklahoma Water Resources Board, 3800 N. Classen Blvd., Oklahoma City, OK 73118**.

At the Board meeting, staff will recommend review of the enclosed proposed Order. While no new or additional evidence may be presented at this meeting, all parties recognized as having an interest in the hearing, or their authorized representatives, will be given the opportunity to present any objections, exceptions, concerns or other comments regarding this matter. The enclosed proposed Order may be approved, denied or modified by the Board.

Should you have any questions concerning this notification, the proposed Order or the Board meeting, please contact Angela Rodriguez at (405) 530-8800.

Sincerely,

Angela Rodriguez  
Legal Assistant

Encl.

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

In the Matter of Michael and Brenda	)	
Frickenschmidt Application for Stream water	)	Application # 2013-0049
Permit in Garfield County, Oklahoma	)	

**PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW AND BOARD ORDER  
ON AMENDMENT TO STREAM WATER PERMIT APPLICATION**

**INTRODUCTION**

This matter arises out of the application for a stream water permit filed on December 10, 2024 (the “Application”), by Michael and Brenda Frickenschmidt (“Applicants”). Applicants requested to amend the permit to add a beneficial use from an existing point of diversion on the property owned by Michael and Brenda Frickenschmidt for use of irrigation and selling water for dust suppression on county roads. Protestants Carilyn Beebe and John Schneider protested the application and the matter was set for hearing August 13, 2025. It should be noted that protestant John Schneider failed to appear at the August 13, 2025, Hearing.

A hearing was held at the Board offices in Oklahoma City, Oklahoma at 10:00 a.m. on August 13, 2025. The Applicants and the Protestant Carilyn Beebe were present, both appeared *pro se*. Pursuant to Oklahoma Administrative Code (“OAC”) 785:4-7-1 and 4-7-7, records were admitted that were offered by the Oklahoma Water Resources Board (“OWRB”) pertinent to this Application, including in part the application, ownership documents, notice documents, maps, protest letters of the Protestants, and the notice scheduling hearing. *See* OWRB Exhibits 1-8. After the hearing was adjourned, the matter was taken under advisement. A proposed order was prepared, served on the Applicants and Protestants, and presented to the Board for consideration and action.

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

**BACKGROUND**

1. On December 10, 2024, the Applicants filed Application No. 2013-0049 with the Board for an amended stream water permit 2013-0049. Applicants requested authorization to amend the use of 293.3 acre-feet of stream water each year from the existing diversion point on Skeleton Creek to use 281.3 acre-feet for irrigation and 12 acre-feet for selling water and dust suppression on county roads. To support this application, Applicant submitted the following deed(s) recorded in the Office of the County Clerk of Garfield County: Warranty Deed (Book 1945, Page 587). *See* OWRB Exhibit 2. Ownership of land was not disputed.

2. Applicants revised the Application as necessary by Board rules and statutes. *See* OWRB Exhibit 1. Applicants also submitted an affidavit identifying affected landowners for notification purposes. *See* OWRB Exhibit 1.

## **FINDINGS OF FACT**

### **NOTICE OF THE APPLICATION**

3. The Hearing Examiner opened the hearing by asking the applicants and the protestant to announce their appearances at the hearing, having reviewed the proofs of publication of the notice of application prior to the hearing to determine whether notice was properly given of the application, and determining that the notice of the application was properly given as required by law as demonstrated through this proceeding with the hearing going forward. The protestant in attendance provided no objection to the notice of application published by the Applicants.

4. On April 11, 2025, Board staff notified Applicants that the application had been reviewed and directed Applicants to give notice of the application by certified mail to each person who may be affected by the application, and publish notice of the application in a newspaper of general circulation in the county in which the stream diversion point is located (Garfield County) and the downstream county (Kingfisher County) during the weeks beginning April 27, 2025 and May 4, 2025. *See* OWRB Exhibit 2.

### **NOTICE OF ADMINISTRATIVE HEARING**

5. The Notice of Administrative Hearing was mailed to each protestant listed above through the U.S. Mail, with return receipt requested, in addition to listing the date, time, and location of the hearing, explained the nature of the administrative hearing and the issues that would be presented. The OWRB Exhibit 7 admitted into evidence includes signed green cards for each of the protestants acknowledging receipt.

6. The Notice was published on April 29, 2025, and May 6, 2025, in The Enid News & Eagle, a newspaper of general circulation in Garfield County and published in the newspaper of general circulation in Kingfisher County, The Kingfisher Times, on April 27, 2025, and May 4, 2025. The notice listed a protest deadline of June 2, 2025. OWRB Exhibit 6. Applicants also sent, by U.S. certified mail, with return receipt requested, to each protestant direct notice to those individuals listed on the affidavit identifying affected landowners. *See* OWRB Exhibit 7.

## **PROTESTS**

7. Protestants Carilyn Beebe and John Schneider protested the application and were made parties herein. *See* OWRB Exhibit 6. None of the testimony or evidence presented during the hearing challenged the availability of unappropriated stream water on an annual basis, although evidence and testimony was submitted which indicated that interference might occur under certain seasonal low-flow conditions.

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

8. The Applicants, through their application, seek to amend the permit it include 12 acre-feet of stream water annually through the one existing direct diversion point on Skeleton Creek (via pump method), at a withdrawal diversion rate of 1500 gallons per minute (gpm) for commercial sale for industrial dust suppression.

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

9. The Applicants stated in their application and later corroborated with Applicant testimony at the hearing that they intended to use stream water for irrigation and commercial sale for industrial dust suppression on county roads.

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

10. The protestant Carilyn Beebe testified that interference might occur under certain seasonal low-flow conditions.

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

11. The Applicants stated that they do not propose to use the stream water diverted from Skeleton Creek outside the stream system of origin and do not propose to use stream water outside the boundaries of the State of Oklahoma. No further evidence was received on this issue.

## **CONCLUSIONS OF LAW**

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

### **JURISDICTION AND APPLICABLE LAW**

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

### **AVAILABILITY FOR APPROPRIATION**

13. Under the provisions of OAC 785:20-5-5(a)(1), the OWRB must take into consideration "the mean annual precipitation run-off in the watershed above the point(s) of diversion, the mean annual flow, stream gauge measurements, domestic uses and all existing appropriations and other designated purposes in the stream system." On the basis of mean annual precipitation run-off and mean annual flow, there appears to be water available for appropriation in Skeleton Creek on an annual basis. The OWRB's standard stream water availability model accounted for domestic uses and all existing appropriations, even if it does not account for interference which may occur when flows are below mean annual flow. Therefore, the OWRB finds that the requirements for this element are met.

### **NEED AND BENEFICIAL USE**

14. Under the provisions of OAC 785:20-5-5(c)(1), the OWRB "may review the efficiency of the works proposed to place the water to beneficial use and may order modifications to such works or that different works be used." The OWRB's review of the proposed pump is presumably for the purpose of limiting the use of the stream water appropriation to the actual

amount of stream water the applicants could feasibly put to beneficial use. See 82 O.S. § 105.10 and OAC 785:20-3-9 (OWRB may reject applications based on feasibility or safety of plans).

15. The Applicants' proposed uses of stream water for irrigation and sales of water for dust suppression on county roads appear to meet the OWRB's definition of "beneficial use" as stated in OAC 785:20-1-2. Therefore, the OWRB finds that the elements of the Applicants' application have been met.

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

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

17. The evidence presented in the administrative hearing, taken as a whole, supports the conclusion that the Applicant's proposed amended diversion will not interfere with domestic or existing appropriative uses from downstream water users in Skeleton Creek.

### **PERSONAL JURISDICTION; DUE PROCESS**

18. Due and proper notice of the application and subsequent proceedings was given to all potentially interested persons as required by law. Applicant and Protestant are interested parties to this proceeding. All other potentially interested persons have defaulted or abandoned their interests. Oklahoma Administrative Code ("OAC") 785:4-7-3.

### **OTHER ISSUES**

19. Oklahoma's stream water statutes and rules require that the OWRB determine the following questions before taking final action on a stream water permit: (1) whether there is unappropriated water in the amount applied for; (2) whether the applicants have a present or future need for water and; (3) whether the proposed use to which the applicants intend to put the water to is a beneficial use; and (4) whether the proposed use does not interfere with domestic or existing appropriative uses. 82 O.S. § 105.12(A) and OAC 785:20-5-4. The same statutory provisions provide that if evidence is sufficient to determine the aforementioned questions in the affirmative, "the Board shall approve the application by issuing a permit to appropriate water." *Id.*



## CONCLUSION

20. The Board hereby orders that application no. 2013-0049 in the name Michael and Brenda Frickenschmidt shall be and is hereby **APPROVED**.

## ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the amendment to Application No. 2013-049 in the name of Michael and Brenda Frickenschmidt, shall be and the same is hereby approved, subject to the usual stream water permit conditions hereinafter stated and otherwise imposed by law. The permit shall authorize the diversion of:

A total of 293.3 acre-feet of stream water per year, including 12 acre-feet per year for commercial sale for dust suppression, from one diversion point on Skeleton Creek, located in the SE/4 SW/4 SW/4 of Section 36, T22N, R6WIM, Garfield County, Oklahoma. The permit shall specify that the total diversion rate shall not exceed 1500 gallons per minute.

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

\_\_\_\_\_  
Chairman

ATTEST: (Seal)

\_\_\_\_\_  
Secretary

## **CERTIFICATE OF MAILING**

I certify that on the 2<sup>nd</sup> day of September, 2025, I mailed via certified mail, return receipt requested, a true and correct copy of the above and foregoing instrument was mailed via email, to:

### **APPLICANT(S):**

Mike and Tim Frickenschmidt  
PO Box 65  
Waukomis, OK 73773

### **PROTESTANT(S):**

Suzanne Hunter  
4609 S. Covered Wagon Trail  
Enid, OK 73701

Ken & Carla Walker  
PO Box 521  
Waukomis, OK 73773

Carilyn Beebe  
4218 S. 54<sup>th</sup> Street  
Enid, OK 73701

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Oklahoma Water Resources Board  
Administrative Hearing Clerk